City of San Diego

CONTRACTOR'S NAME: Swinerton Builders
ADDRESS: 16798 West Bernardo Drive, San Diego, CA 92127
TELEPHONE NO.: 619-987-3512 **Email.:** ehawkins@swinerton.com
CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618
J. Alyashai / M. Jirjis Nakasha / N. Alkuree

PROPOSAL DOCUMENTS
RFP 2-Step

e - Bidding

FOR
CITY HEIGHTS LIBRARY PERFORMANCE ANNEX IMPROVEMENTS

RFQ NO.: **K-25-2371-DB2-3**
RFP NO.: **K-25-2371-DB2-3-A**
SAP NO. (WBS/IO/CC): **S-23013**
CLIENT DEPARTMENT: **1713**
COUNCIL DISTRICT: **9**
PROJECT TYPE: **BD**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- THIS IS AN ECONOMIC DEVELOPMENT INITITAVE (EDI) COMMUNITY PROJECT FUNDING (CPF) GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
- THIS IS A CALIFORNIA STATE LIBRARY FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASE-FUNDING

PROPOSALS DUE:
2:00 PM
JULY 9, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

DEPUTY CITY ENGINEER

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

06/17/2025

For City Engineer | Date

Seal:

Signed
06/17/2025

TABLE OF CONTENTS

SECTION **PAGE NUMBER**

REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW 6
2. SUMMARY OF WORK 7
3. COMPETITION 7
4. PROPOSAL DUE DATE AND TIME 7
5. ESTIMATED PROJECT COST 7
6. LICENSE REQUIREMENT 7
7. PROJECT LABOR AGREEMENT 7
8. CONTRACT PERIOD 8
9. PREVAILING WAGE RATES 8
10. PHASE FUNDING 8
11. PRE-PROPOSAL MEETING 8
12. SUBCONTRACTING PARTICIPATION PERCENTAGES 8
13. SELECTION AND AWARD SCHEDULE 9

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. Prequalification of Contractors and California State License 10
2. Electronic Format Receipt and Opening of Proposals 11
3. Electronic Submissions Carry Full Force And Effect 12
4. Proposals are Public Records 13
5. Equal Opportunity Contracting Program 13
6. Pre-Proposal Activities 14
7. Examination of Plans, Specifications, and Site Of Work 15
8. Changes to The Scope of Work 15
9. Design Submittals 15
10. Bonds and Insurance 16
11. Submittal Requirements 16
12. Selection Criteria and Scoring 17
13. Subcontractor Information 18
14. Award 19
15. Additional Policies, Procedures, Terms and Conditions 20

CERTIFICATIONS AND FORMS 22

ATTACHMENTS

A. PROJECT DESCRIPTION, SCOPE OF WORK, PERFORMANCE AND TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS 34

1. Exhibit A - Bridging Plan 94
2. Exhibit B - Zero Emissions Municipal Buildings and Operations Program (ZEMBOP) 102
3. Exhibit C - Sustainability Building Policy Council Policy 900-1 125
4. Exhibit D - Facility Maintenance Guideline 133
5. Exhibit E - Library Master Plan 170
6. Exhibit F - Mid-City Community Plan 263
7. Exhibit G - Information Security Standards and Guidelines 436
8. Exhibit H - Crime Prevention Through Environmental Design Guidebook 458
9. Exhibit I - Construction Progress Scheduling Using Synchro Project Specifications 527
10. Exhibit J - Partnering Specifications 554
11. Exhibit K - As-Builts 563

B. PHASE FUNDING PROVISIONS 564

C. EQUAL OPPORTUNITY CONTRACTING PROGRAM 568

D. FUNDING AGENCY PROVISIONS 588

1. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246) 589
2. Equal Opportunity Clauses 590
3. Standard Federal Equal Employment Specifications 590
4. Violation or Breach of Requirements 596
5. Monthly Employment Utilization Reports 597
6. Records of Payments to DBEs 597
7. Federal Wage Requirements For Federally Funded Projects 597
8. Prevailing Wage Rates 598
9. Conflicts of Interest 601
10. Section 3 of the Housing and Urban Development Act of 1968 602
11. Federal Labor Standards Provisions 601
12. Agency Specific Provisions 612

E. SUPPLEMENTARY SPECIAL PROVISIONS 616

12. Appendix A - Notice of Exemption 653
13. Appendix B - Fire Hydrant Meter Program 656
14. Appendix C - Materials Typically Accepted by Certificate of Compliance .. 670
15. Appendix D - Sample City Invoice 672
16. Appendix E - Location Map 674

17. Appendix F - Sample of Public Notice....676
18. Appendix G - Survey Deliverables Checklist....678
19. Appendix H - Stipend Agreement....682
20. Appendix I - Sample Contractor Performance Evaluation (CPE) Form....689

F. IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)....699

G. EVALUATION AND SELECTION CRITERIA....703

H. PRICE FORMS....709

I. DESIGN-BUILD AGREEMENT....718

J. PROJECT LABOR AGREEMENT....721

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND....783

ELECTRONICALLY SUBMITTED FORMS....785

REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

1.1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **City Heights Library Performance Annex Improvements** Design-Build project.

1.1.2. This RFP is being issued to the selected firms for this selection process exclusively. These firms are:

1. Bernards Bros. Inc.
2. Swinerton Builders

1.1.3. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project, and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification

1.1.4. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.

1.1.5. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

1.1.6. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

1.1.7. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

1.1.8. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

1.1.9. This contract is subject to Stipend Agreement in accordance with Appendix. H

2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to add approximately 750-square-foot expansion to the existing City Heights Library Performance Annex, built in 1998. The new expansion will include but not limited to two dressing/makeup rooms, a green room, a ticket booth, and a vestibule. Outdoor mechanical equipment may be relocated to the roof of the new expansion. Interior lighting will be upgraded, and the Heating, Ventilation & Cooling (HVAC) equipment will be relocated and upgraded. For more information refer to Attachment A.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to RFQ **K-25-2371-DB2-3**.

4. **PROPOSAL DUE DATE AND TIME ARE: July 9, 2025** at **2:00 PM.**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **$5,420,000.00.**

6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**

7. **PROJECT LABOR AGREEMENT:**

   7.1. This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as **Attachment J.**

   This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.

   7.2. LETTER OF ASSENT. The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

   7.3. PRE-JOB CONFERENCE. Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.

   The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.

   7.4. JOBS COORDINATOR. The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award.

8. **CONTRACT PERIOD:** The Project shall be completed within **220 Working Days** from the Notice to Proceed (NTP).

9. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT**: Refer to Attachment D.

10. **PHASE FUNDING:** This contract may be subject to phase funding, for Conditions, see Attachment B.

11. **PRE-PROPOSAL MEETING:**

11.1 **ONLINE PRE-PROPOSAL MEETING**:

Prospective Bidders are **Encouraged** to attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on **Wednesday, June 25, 2025,** at **11:00 AM** (PST) at:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 257 554 615 842 5
Passcode: Gp3V9qh7
Dial in by phone
+1 945-468-5511,,785752401# United States, Dallas
Find a local number
Phone conference ID: 785 752 401#
For organizers: Meeting options | Reset dial-in PIN

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

12. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

12.1. 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	**7.5%**
2.	ELBE participation	**7.5%**
3.	Total mandatory participation	**15.0%**

12.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

12.3. The Proposal will be declared non-responsive if the Proposer fails to meet the following mandatory requirements:

12.3.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

12.3.2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Proposal due date 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

13. SELECTION AND AWARD SCHEDULE:

13.1. The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

13.2.	**Pre-Proposal Meeting**	**June 25, 2025**
13.3.	**Proposal Due Date**	**July 9, 2025**
13.4.	**Selection and Notification**	**July 2025**
13.5.	**Limited Notice to Proceed**	**August 2025**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

1.1. Contractors submitting a Proposal 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. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.

1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.

1.4. **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.

1.4.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of $15,000,000.

1.4.2. 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.

1.4.3. 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.

1.4.4. 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.

1.5. Complete information and links to the on-line prequalification application are available at:

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

1.6. 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 PROPOSALS: Proposals will be received** in **electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: https://www.sandiego.gov/cip/bidopps/ and are due by the date, and time shown on the cover of this solicitation.

2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.

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. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal 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. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME**. eBids and eProposals 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. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.

2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME**. Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, 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, Equal Opportunity Contracting Program (EOCP) compliance and other issues.

2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE**. The proposer is to submit two separate files by the due date and time.

1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and

2. The Price proposal, which should detail the cost structure and include any forms as required herein.

2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

2.8. **PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.

2.8.1. **Important Note:** Submission of the electronic proposal 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 proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.

2.9. **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 in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The proposer, by submitting its electronic proposal, 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 proposal, the proposer certifies that the proposer 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 proposal, the proposer 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 Proposer, by submitting their electronic proposal, 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 proposal are true and correct.

3.4. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

3.5. The Proposer 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.

4. **PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals 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 proposal's 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. EQUAL OPPORTUNITY CONTRACTING

5.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

5.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

5.3. Design-Builder's Work Force

5.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

5.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

5.3.3. 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

5.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

5.4.1. The Design-Builder 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 the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

5.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

5.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

5.5. Contractor Registration and Electronic Reporting System

5.5.1. Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

https://www.sandiego.gov/purchasing/bids-contracts/vendorreg

5.5.2. 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

5.5.3. Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

http://stage.prismcompliance.com/etc/vendortutorials.htm

5.5.3.1. The City may retain progress payments if:

5.5.3.2. The non-registered Design-Builder, Subcontractors or Suppliers fail to register.

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

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

Ron McMinn Jr. at RMcMinn@sandiego.gov

6.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.

6.1.3. 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.

6.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

The City, at its option, 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.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

7. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

7.1. 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 Purchasing & Contracting Department Contracts.

7.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.

8. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards.

9. DESIGN SUBMITTALS: The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

10. BONDS AND INSURANCE: Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

IMPORTANT NOTE: Submission of the electronic proposals 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 that their bids / proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for bids / proposals that do not arrive by the required date and time.

11.1. TECHNICAL PROPOSAL REQUIREMENTS: Technical Proposals **s**ubmitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages ($8^{1/2"}$ x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal.

11.1.2. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.

11.1.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.

11.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible ffurther consideration.

11.2. PRICE PROPOSAL REQUIREMENTS.

11.2.1. A clearly marked, signed PDF of the TOTAL PRICE FOR DESIGN-BUILD PROPOSAL page is to be submitted within the Cost File in PlanetBids.

11.2.2. A completed Excel Price Proposal Sheet is to be submitted as a General Attachment in PlanetBids.

11.2.3. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

11.2.4. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.

11.2.5. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

11.2.6. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

11.2.7. These are not to be included with the Technical Proposal. Refer to **Attachment H** of this RFP for any Price Proposal forms required to be used.

12. SELECTION CRITERIA AND SCORING

12.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.

12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.

12.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.

12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.

12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

13. SUBCONTRACTOR INFORMATION:

13.1. **LISTING OF SUBCONTRACTORS**. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 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.

13.2. **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.

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

14. AWARD

14.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.

14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

14.3. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

14.4. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.

14.5. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

14.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

14.7. To obtain the price Proposal 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 Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.

15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.

15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.

15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.

15.5. **Submittal of "Or Equal" Items.** See 4-6, "TRADE NAMES" in the SSP and as modified by the Scope of Work ATTACHMENT A.

15.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.

15.7. **San Diego Business Tax Certificate.** All Contractors, including 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, before the Contract can be executed.

15.8. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.

15.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

15.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §1776.

15.8.5. 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.

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

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

15.9. **Prevailing Wage Rates Apply:** Refer to Attachment D.

15.10. 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
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 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
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		

CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic proposal, 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**.**

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

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

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:

City Heights Library Performance Annex Improvements
(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2371-DB2-3-A**; SAP No. (WBS) **S-23013**; 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

ATTACHMENTS

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, PERFORMANCE AND TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

PROJECT DESCRIPTION, SCOPE OF WORK, PERFORMANCE AND TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

1. INTRODUCTION

A. The City Heights Performance Annex needs necessary upgrades, including Dressing rooms, a Green Room (the space in a theatre, or a similar venue, that functions as a waiting room and lounge for performers before, during, and after a performance or show when they are not engaged on stage), a new restroom for performers (Additive/Alternate #A), and a vestibule (at the theater entrance) to prevent light and noise interruptions during performances.

B. The existing restrooms accessible to the courtyard will need to be upgraded along with the HVAC unit for the theater.

C. In addition to these updates, the site will need to be upgraded to be in compliance with current ADA/Accessible Laws.

2. REQUEST FOR PROPOSAL (RFP)

2.1. The City of San Diego (City) is seeking Design-Builders to work with its stakeholders to design and construct the Black Box. The Theater Addition at the City Heights Library. The principal facility is a freestanding structure of 17,915 net sf, including the Library and Head Start Facilities for the City Heights community.

2.2. The project is located at: 3795 Fairmount Ave, South of University Ave San Diego, CA 92105 with the APN 471- 652-04-00.

3. PROJECT REQUIREMENTS

3.1. This project (Deadline) is the role of this performance specification.

3.2. Design and construction of the addition to the Black Box Theater facility shall conform or exceed in technical quality with the minimum outlined program and performance requirements established in this RFP. Exceptions or deviations from these minimum requirements will not be allowed unless specifically authorized by this RFP or by Addenda.

3.3. The Design-Builder services sought by this RFP include all services necessary to design and construct the addition. This includes, full design phase services, scheduling, estimating, energy modeling, value engineering management, general contracting during the construction phase, and project closeout, all coordination, permitting, utility coordination, providing temporary facilities and resources for construction. The design and construction must comply with the requirements of all applicable State and City agencies having jurisdiction over the project. The Design-Builder shall work to obtain approvals in increments that will facilitate the schedule. The Design-Builder shall work to obtain approvals in increments that will facilitate the schedule. The completed project is to be a fully functioning facility as described in the Contract between the City and Design-Builder.

3.4. The addition shall be designed and built to be fully functional in every capacity with requirements exceeding the Lyceum Theater located at 9 Horton Plaza, San Diego, CA 92101. This model building shall be used to define the minimum standards of finishes for any element not fully specified in this Bridging document. Design Builders are encouraged to visit and walk the model building. The design and construction must comply with the requirements of all applicable agencies having jurisdiction over the project. These agencies include but are not limited to the following:

3.4.1. City of San Diego Development Services Department (DSD)

3.4.2. San Diego Fire Department (SDFD)

3.4.3. San Diego Engineering & Capital Projects Department (ECP)

3.4.4. San Diego Environmental Services Department (ESD)

3.4.5. California Occupational Safety and Health Administration (CalOSHA)

3.4.6. California Department of Transportation (Caltrans)

3.4.7. California Air Resources Board (CARB)

3.4.8. San Diego Air Pollution Control District (APCD)

3.4.9. San Diego Regional Water Quality Control Board

3.4.10. San Diego County Water Authority

3.4.11. Metropolitan Transit System (MTS)

3.4.12. San Diego Gas & Electric (SDG&E)

3.5. The Design-Build firms will be required to submit design concept, proposed schedule to meet required deadline, partial schematic design drawings, and narrative and explanatory notes with their Proposal. Include a proposed finish material list and color board and concept elevation of greenroom.

3.6. Design-Build firms are encouraged to prepare proposals that limit construction impact on the surrounding Facilities (Library, HeadStart, etc.) Egress for these facilities will need to be provided as part of the DB Construction contract. The impacts to the surrounding area and to the functions of the existing library should be referenced in proposed schedule submitted as part of Proposal.

4. DESIGN GUIDELINES AND SUBMITTAL REQUIREMENTS

4.1. Design Guidelines

4.1.1. Design guidelines and performance requirements to establish basic design criteria, minimum material quality and equipment standards are provided in this RFP. Each proposal must include a certification that the proposal meets or

exceeds these criteria The Design-Builder is encouraged to provide a basis of design narrative and a description of how the project will exceed quality levels established by the performance requirements.

4.1.2. Proposals shall also identify attributes that enhance the minimum building design criteria, provide additional space within prescribed limits, and incorporate low operating cost building systems that reduce annual operating costs, or provide other features that will help achieve cost-effective public facilities of lasting value.

4.1.3. A detailed description of the required Program is provided in this RFP. These are minimum requirements. Design-Builders need to only stipulate where their design exceeds the Program.

4.1.4. Design/Builder shall provide web-based project management software. The web-based software shall be "Procore" or equal. Design Builder shall manage this program through the Design and Construction phases. This program shall be used for the transmittal and approval of RFI's, submittals, shop drawings and be used to share schedules, updated final cost proposals, updated as-builts, documents to be transmitted, approved and shared within the design and construction team, Library (Owner), city of San Diego Engineering and Construction Management team and project stakeholders.

4.1.5. The design and construction must comply with the requirements of all applicable agencies having jurisdiction over the project.

4.2. Submittal Requirements & Scope of work:

4.2.1. Architectural and engineering design services.

4.2.2. Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4).

4.2.3. Coordination of payment of all fees.

4.2.4. Project management.

4.2.5. Energy modeling and analysis to meet with Zero Energy Municipal Building and Operations Policy (ZEMBOP).

4.2.6. Construction, including off-site improvements as indicated in the Design Guidelines.

4.2.7. Design, coordination, and installation of on-site and off-site wet and dry utilities in the public right of way.

4.2.8. Commissioning of systems and equipment and providing training for city staff on all installed systems.

4.2.9. Coordination and payment of all test and special inspection services.

4.2.10. Community meetings (as required).

4.2.11. Coordinating and scheduling work of team and others, providing services to design and construct the project.

4.2.12. All on-site and offsite grading for stormwater compliance (SWPPP, BMPs, SUSMP, SM4).

4.2.13. Insurance and Bonding.

4.2.14. Coordination with city Representatives.

4.2.15. ADA compliance. DB must have a Certified Access Specialist CASp as part of their team.

4.2.16. Soils report as needed.

4.2.17. Special Inspections and soil testing shall be the responsibility of the Design-Builder and shall be included in the Design Builder's proposed cost.

4.2.18. Data/ cable/ voice/ communication.

4.2.19. Surveying.

4.2.20. Traffic Improvements in the Public Right-of-Way.

4.2.21. Furnishing to include ADA compliant seating for audience and office furniture.

4.3. **Written Submittals** to be submitted and sequentially numbered as follows:

4.3.1. Project Design Description (limit 2 pages): A narrative description of the basis of design. Include reference to each of the systems; structural, electrical, mechanical and plumbing, as well as architectural, civil and landscape approaches. Address how the proposed design achieves programmatic goals and performance requirements of the project. Include narrative descriptions of the building forms; quality levels; proposed finish, and material selections; special design features; and performance characteristics. Clearly convey the proposed design's intent and philosophy and how it achieves the City's goals for the project.

4.3.2. Project schedule: The Design-Builder identification of, and commitment to, key milestones from Notice to Proceed through Guaranteed Completion Date. The schedule shall be cost loaded and identify significant design and construction activities; their duration and completion dates; document submittal dates; allowances for City and other agency review periods, including schematic design documents, design development documents, final plans and specifications; and regulatory agency review periods for the project. The

schedule shall include anticipated date that existing library and functions on site shall be impacted. All dates must be indicated by calendar dates. The schedule shall be in color and in 11"x 17" foldout format.

4.3.3. Project Compliance with minimum program and performance requirements: A brief written statement certifying that all mandatory program and performance requirements of the RFP are met by the proposal.

4.3.4. Summary of Value-Added Enhancements (optional): A brief narrative description of any proposed value-added enhancements.

4.3.5. List of exceptions or assumptions based on any deviation from performance requirements to meet Federal, state or municipal requirements or design standards.

4.4. Graphic Submittals

4.4.1. Drawings, in general, shall be drawn at the "schematic" level as defined by this RFP. All drawings shall be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build firms. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the Design-Builder's discretion.

4.4.2. The following schematic architectural drawings delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit an electronic copy of the drawings.

4.4.2.1 Site Plan: a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0". See Exhibit A *Site Plan* for limit of site.

4.4.2.2 Floor/ Space Plans: a schematic floor plan with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture on floor plans.

4.4.2.3 Elevations: A minimum of four (4) color exterior building elevations of the building including indication and limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0".

4.4.2.4 Sections: a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0".

4.4.2.5 Other: Diagrams, charts and photos to further illustrate the proposal are acceptable but not required.

4.5. Public noticing of construction activities:

4.5.1. Design Builder shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, nailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

i. Prior to distributing or mailing, Design Builder shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.

ii. After distributing or mailing, Design Builder shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.

4.5.2. Design Builder shall use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. Design Builder shall upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

4.6. Design Deliverables

4.6.1. Design deliverables during the design process shall include 60%, 90% and 100% phases. Plans, Specifications and progress packages shall be delivered for review at each phase. DB to allot 30 Calendar Days for the City's Engineering & Capital Project's department (E&CP) review of the plans at each design phase. The 30 days does not include the time for permitting through Development Services Department (DSD), which is the DB's responsibility.

4.6.2. Design-builder shall provide five (5) full size (24"x36"), ten (10) one-half size (11"x17"), and electronic copy of design drawings, and five (5) sets of specifications of final construction documents. All other phases shall be an electronic submittal.

4.6.3. DB shall use Revit for the development of the plans and BIM model. Level of Development shall be LOD 400 or better.

5. PROGRAM REQUIREMENTS & CONSIDERATIONS

The following describes features of the project, regulatory requirements and issues, design considerations and individual space requirements, inside and out.

5.1. General Regulatory Requirements & Considerations

5.1.1. The project site is in the OP-1-1 zone. The library must meet community plan requirements as well as zoning regulations for setbacks, height and FAR. It must also comply with San Diego Municipal Code regulations for parking, fences and landscaping.

5.1.2. The General Plan Noise Element guidelines indicate that library/theater uses (both indoors and outdoors) are incompatible with noise levels exceeding 65 dBA CNEL and "conditionally compatible" with those between 60 and 65 dBA CNEL. A project-specific acoustical analysis prepared by a qualified professional demonstrating the adequacy of mitigation measures reducing exterior noise levels to below 65 dBA CNEL and interior noise levels to below 45 dBA CNEL is required or below sound levels. Acoustic Analysis shall provide design requirements for the building to function as a theater.

5.1.3. The entire HVAC System shall comply with the acoustical requirements for appropriate type of facility as defined by the 2023 ASHRAE handbook, HVAC Applications- Chapter 47, Table 42. If ceiling fan coils are used, supply and return air plenums will be installed on the fan coils to reduce noise at the equipment. Provide sound attenuators for package rooftop VAV units. Sound attenuators shall be selected to provide noise criteria as required.

5.1.4. Security is essential. The design and construction of the improvements shall conform to the ideals of Crime Prevention through Environmental Design (www.CPTED.net). The guidelines of CPTED should be utilized to ensure well planned, located, and shaped buildings within the site that enhance supervision and emergency readiness. Design and construct all exterior and interior spaces to incorporate accepted principles of crime prevention using environmental and technological methods of providing surveillance and access control.In order to ensure a sense of safety the project must comply, to the greatest extent possible, with San Diego Police Department guidelines as well as the San Diego Sheriff Department's "Crime Prevention through Environmental Design" recommendations (www.cpted.net). Exhbit H.

5.1.5. Usable public exterior areas as well as interior spaces must be fully accessible to patrons and staff, consistent with accessibility standards. As theater users will range from the very young to senior citizens, ease of movement and safety are important considerations.

5.1.6. The Design Build Team shall include a Certified Access Specialist (CASP) professional who is certified by the State of California and possesses up-to-date credentials. The CASP professional will be responsible for ensuring compliance with all applicable accessibility codes and standards, including but not limited to the Americans with Disabilities Act (ADA) and California Building Code (CBC) requirements.

1. The CASP professional shall issue compliance certification at the following project phases:
    a. Design Development Phase
    b. Construction Documentation Phase
    c. Post-Construction Phase.
2. Proposers shall submit the following as part of their proposal:
    a. Proof of CASP certification for the proposed team member, including certificate number and expiration date.

b. A detailed plan outlining how accessibility compliance will be ensured throughout the project life cycle.

c. A commitment letter signed by the CASP professional acknowledging their responsibilities.

5.1.7. Nothing contained in this Program Narrative shall be construed to permit circumvention of, nor disregard for, any applicable codes or regulations.

5.2. Exterior Architectural Design Requirements & Considerations

5.2.1. The theater addition should be consistent with the existing theater and all measures should be taken to match existing materials and finishes. The building's design should not only foster safety and security, but it should also somehow express these important attributes. Upon approaching the library, visitors and patrons of all types, including those with disabilities or special needs, should feel welcome. This sense of welcome should also manifest itself for those arriving by foot or bicycle as well as by automobile.

5.3. Site Design Requirements & Considerations

5.3.1. **The Conceptual Site Plan** (Exhibit A of Attachment A) identifies elements to be considered in the design of the addition, including the following:

A. The vestibule should be designed to minimize distractions caused by light and sound from patrons entering during performances.

B. The office should be adjacent to the ticket booth and front entry. It should be secured and allow for up to 3 staff to be able to use as workspace. The ticket window must meet ADA requirements for both employees and patrons.

C. Fencing surrounding the site will be appropriate and in keeping with the established function and esthetic on-site.

D. Vehicular and pedestrian access to the site is considered very desirable to library staff. This configuration provides two points of access: through the Library or around the south side of the Library. Public right-of-way improvements will be required and must be included in the scope of the project.

E. Design Build Teams are encouraged to read the Mid-City Community Plan (Exhibit F) to become aware of the policies and recommendations stated in the document.

F. Standard-sized parking spaces are required on site including those for the disabled. Teams are encouraged to explore ways to provide more, while satisfying the other site requirements.

G. A low site wall is indicated along the pathway on the south of the site near City Heights Park. Design teams may propose alternatives to a wall, provided all required site functions and spaces are adequately accommodated and safety, whether on the site or in the public right-of-way, is fully addressed.

5.3.2. A significant outdoor element, the **Community Courtyard**, is discussed elsewhere in this document. Other required exterior elements include the following:

A. Provide a spacious Entry Plaza near the front door. Provide space for benches, some of which should be in shaded (or partially shaded) locations. Provide power in multiple locations for incidental patron use. Provide lighting adequate for evening and nighttime activities.

B. Provide directional site signage to the front entrance, book drop, parking (including separate signage for accessible parking spaces), bicycle parking and delivery.

5.3.3. Additional information regarding the site is contained in Exhibit A- *Bridging Plan*

5.4. Interior Design Requirements and Considerations

5.4.1. The addition will feature two central areas: one will include a new vestibule, office a ticket window; while the other area will contain a Green Room, two dressing rooms and a new restroom for performers (additive alternate #A).

5.4.2. Power and data must be amply provided in the Office and Green Room for maximum flexibility.

5.4.3. The current audience seating is not ADA Compliant; a furniture allowance will be allocated to provide seating that meets the flexibility of the existing seating and meets current CBC and ADA requirements as well as all office furniture specified. All other built-in or movable furniture, fixtures and Equipment specified shall be included in the Design Builder's proposal.

5.4.4. Materials and finishes must be attractive yet durable and easy to maintain. Visible surfaces must be easily accessed for cleaning. The floor materials include carpet in the Office, Green Room, and Dressing Rooms; the Vestibule should have carpet or a walk-off mat suitable for high traffic. The restroom shall have ceramic tile flooring and wall tile up to 60" above finish floor on all walls. Most walls will be textured and painted gypsum wallboard (GWB), with other materials (ceramic tile, etc.) required for wet areas. Ceilings in office, Green Room, and Dressing Rooms may be suspended acoustical tile; in restrooms and support spaces painted/textured GWB. Design Build Teams are encouraged to be creative with ceiling treatment in the vestibule. See Lyceum Theater.

5.4.5. Creative uses of color and texture are encouraged. The Dressing Rooms shall have floor-to-ceiling mirrors along either wall perpendicular to the door. The Green Room shall have a mirror above the counter height that is well-lit from the front (wall mounted) to apply stage makeup.

5.4.6. Built-in casework, where specified, is included in the Design Builder's scope shall not utilize furniture allowance. Provide standard-height, nominal 24" deep base cabinets with plastic laminate or solid surfacing countertops. Provide ADA-compliant workstations in the office. The Green Room countertop shall be 18" deep and minimum 30" tall. Provide locks for all cabinet doors unless otherwise noted. Shelving in cabinets must be adjustable. Per the program narrative, lockable base cabinet drawer units are required in the office.

5.4.7. Provide operable window coverings at all windows in the office. Provide sun control (blinds, roller shades or other treatment) at office windows where exposed to sunlight during normal hours of operation at any time of the year.

5.4.8. Furniture*, Fixtures, and Equipment Lists* are included in the project scope, whether or not items are specifically and/or individually mentioned in this Program Narrative.

5.5. General Mechanical, Plumbing and Electrical Requirements & Considerations

5.5.1. Access to mechanical and electrical equipment must be convenient to maintenance personnel but not to patrons. In particular, lighting must be accessed without the use of special equipment such as a scissors lift.

5.5.2. Provide systems configured so that heating, cooling and lighting for after-hours use is limited to those areas in use.

5.5.3. Provide air-conditioning in all habitable spaces, including restrooms. It is not required in storage rooms, custodial rooms and utility spaces unless necessary for the proper functioning of equipment. Natural ventilation may be proposed for some public and staff spaces as a supplemental environmental strategy; it cannot compromise building security.

5.5.4. Provide hot and cold water at all sinks and lavatories. Provide recessed wall-mounted hose bibs in boxes with locking covers at restrooms, exterior HVAC condensate lines and four (4) exterior wall locations, one of which must be in the Community Patio.

5.5.5. Power, data, communications, signal and security systems must be provided, consistent with City library standards and Performance Requirements in this document. Provide power and data throughout public areas. Provide wireless access inside and at outdoor locations (Entry Plaza, Community Patio, Observation Deck). As many as 50 computers will be installed in various parts of the library. There will be separate children's and adult Internet access. Sound and projection systems are included in the project scope.

5.5.6. Careful consideration should be given to lighting in all areas. Daylighting strategies that minimize the use of artificial lighting while providing glare-free

natural illumination are encouraged, but teams are reminded that much activity takes place at night, when outdoor light levels are insufficient. Adequate lighting is particularly critical in areas frequented by senior citizens and the disabled.

5.6. Program Narrative of Individual Space Requirements

5.6.1. Vestibule Area

The lobby's primary function is to serve as the formal public entrance to the theater. It forms the important first impression and should be inviting and interesting. Provide a 24" x 36" lockable, glass-enclosed bulletin board (Typical Note: "bulletin board" as used in this Program Narrative refers to a wall-mounted, fabric-covered tackable display surface suitable for pinning or stapling paper and similar materials to it). Flooring and wall finishes shall be very durable to withstand heavy foot traffic. Provide carpet in this area with a recessed walk-off mat at the door. After-hours access must include the restrooms.

5.6.2. Existing Public Restrooms

The restrooms off the courtyard are the main public toilet facilities for the Theater. They must be accessible during after-hours events when the library is not. Provide fixtures meeting code requirements for accommodating 100 occupants (the anticipated capacity of the Theater). Flooring and walls or wainscoting must be of highly durable and easily maintained materials, such as ceramic tile. Provide floor drains. Ceilings must be painted and textured GWB. Provide commercial-grade plumbing fixtures and fittings. Sinks must be counter- mounted. Counters must be granite or a solid-surface material. Toilet partitions and urinal screens must be solid phenolic, secured to walls, floors and ceilings (as required) with heavy-duty mounting hardware.

Provide the following wall- or partition-mounted commercial-grade toilet accessories: toilet paper dispensers, seat cover dispensers, grab bars (accessible stalls only), coat hooks (on stall doors), soap dispensers (one per sink), waste receptacles, automatic electrical hand dryers (one per two sinks) and mirrors (one per sink). Provide one-fold-down diaper-changing station in each restroom.

5.6.3. Community Courtyard

The major exterior space for the library is the Community Patio ("Patio"), a multi-use gathering place adjacent to the Theater. provide electrical outlets around the Patio perimeter for patron use. Provide service in lockable, weatherproof wall- mounted boxes. Provide a minimum 6-foot-tall privacy fence (ornamental iron) or site wall around the entire space. The Patio requires lockable doors or gates to a service or delivery area in (or near to) the parking lot. A separate lockable door or gate to pedestrian gathering areas is desirable. A durable, cleanable, exterior floor material is required, such as paver tile, brick, or colored concrete. Provide building-mounted lighting for night-time use.

5.6.4. Office/Ticket Window

This room will be used exclusively by theater personnel.

5.6.5. Theater Manager's Office

The Theater Manager's office should be a lockable room opening into the Lobby/Vestibule with windows situated towards the front entry. Provide carpet and a 4-foot-long bulletin board. Additionally, there should be ample power and data on opposing walls to provide flexible configuration of manager's desk. Maximize space to accommodate up to 2 workers.

Provide a minimum of 4 data connections and 4-duplex electrical outlets in the office.

5.6.6. Green Room

The Green Room requires a minimum of 16 LF of base/wall cabinets. Provide counter space and a minimum of 8 duplex electrical outlets at each station. Provide 16 LF of mirrors at the stations and a 6-foot-long marker board on the opposing wall. Provide ample power outlets at both wall and counter heights. The room will accommodate movable tables and chairs. Flooring should be Vinyl Composition Tile (VCT) in this area.

5.6.7. Dressing Rooms

The dressing rooms should be assigned based upon gender and provide space for performers to change into costume. Additionally, noise levels in this part of the theater will necessitate acoustical separation and/or treatment for the benefit of patrons in other areas. Provide carpet for all floors.

5.6.8. New Restroom

The new restroom (Add/Alt #A) for performers use is single occupant. Provide fixtures, materials, finishes and toilet accessories consistent with those provided in the public restrooms, except that a diaper- changing station is not required. Provide ceramic tile flooring and wainscot and floor drain.

5.6.9. Support Space

The following rooms are not necessarily related in programmatic terms. They are listed together as non- public building support requirements. Flooring may be sealed concrete, VCT, sheet vinyl or another, similar low-maintenance material. Other surfaces and finishes must be durable. Provide adequate ventilation compliant with code requirements.

a. IT// Telecom

Provide a room for IT and Telecom. Provide wall reinforcement and backing boards for panels and all other accessories required to accommodate the equipment. Design Builder to retain a Project Management Professional (PMP) certified IT manager. Refer to Exhibit G.

5.7. PROGRAM SPACE REPORT

SPACE	AREA
Lobby	75 SF
Office	115 SF
Green Room	310 SF
Dressing Room (Women's)	80 SF
Dressing Room (Men's)	80 SF
New Restroom (Additive Alternate A	70 SF
NEW AREA TOTAL	**730 SF**
Theater	2550 SF
Existing Restrooms	305 SF
TOTAL	**3,585 SF**

6. PERFORMANCE REQUIREMENTS

6.1 Introduction

A. The purpose of the Performance requirements is to establish the minimum material, product, and system performance criteria required to be met in the construction work at the City Heights Black Box Theater. The Performance Requirements describe the character, quality, or level of performance required for all improvements relative to renovation or new construction materials, assemblies, building systems and equipment. Designers are encouraged to utilize the Performance Requirements as minimum guidelines only; the document is intended to be flexible and to allow for the proposal of equal or superior alternatives.

1. All materials, products, and systems, including those not specifically addressed in the Performance Requirements and therefore not carrying a minimum requirement, are subject to review and approval by the City of San Diego via standard design development and construction submittal review processes.

2. This document is intended to be general and to be used in conjunction with specific project requirements or programs.

3. Copies of reference standards specified in the Program requirements shall be provided for the Owner's use.

B. D/B Team may propose items not specifically designated herein. However, D/B shall provide the criteria consultant with sufficient information and data sheets to review prior to acceptance for use.

6.2 Building Energy Performance Requirements

6.2.1 The building is required to meet all requirements of **Council Policy 900-13** Zero Emissions Municipal Buildings Operational Program (ZEMBOP) Exhibit B. Based on the scope of work, this shall be anticipated to be defined as a major retrofit and shall meet all requirements of this program including but not limited to:

- Use energy modeling to demonstrate that the Proposed Design yields energy consumption that is either no greater than the applicable site EUI targets specified or at least 10% lower than the Standard Design annual time-dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.
- Remove all Fossil Fuel-consuming appliances and equipment and confirm that space conditioning, hot water heating, and other non-exempt energy-consuming needs are met with all-electric systems and appliances. All New Construction and Major Renovation projects shall obtain 100% of their energy, except for emergency generation, from zero-carbon or renewable sources, using acceptable sources.
- Provide new HVAC system interior and exterior lighting and, through energy modeling, provide a comprehensive design to meet EUI required or select energy efficiency measures that add up to 25 points on the Prescriptive Energy Efficiency Measure Menu for Major Renovation defined in ZEMBOP.
- Provide an additive alternative to provide a Photovoltaic system renewable energy generation equipment sized to match the annual average building electricity consumption.
- See ZEMBOP exhibit document for full program details.

6.2.2 Meet requirements of **Council Policy 900-14** (Exhibit B). The Project does not reach the level of a major renovation under this policy and does not have to be LEED certified. However, it still must meet standards for renovations greater than 1,000 sq. ft., including but not limited to:

1. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall meet the energy efficiency requirements of San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

2. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall include or made ready for onsite renewable energy generation as required by San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

3. City-owned, occupied or leased new construction and facilities replacing plumbing fixtures shall use 20 percent less water than the baseline water consumption profile for interior non-process water uses.

4. City-owned, occupied, or leased facilities shall use non-potable water for permanent irrigation to the extent possible.

5. City-owned, occupied, or leased facilities shall comply with all stormwater development requirements in the Stormwater Management and Discharge Control Ordinance and the San Diego Municipal Code Land Development Manual Storm Water Standards for all projects.

6. City-owned, occupied or leased new construction or major renovation facilities shall comply with all elements of the Construction and Demolition Ordinance.

7. City-owned, occupied, or leased facilities shall comply with all elements of the City Recycling Ordinance, and occupant recycling should include paper, corrugated cardboard, glass, plastic and metals at a minimum.

8. Cooling, refrigeration, or fire suppression equipment in new buildings or equipment replacement in City-owned, occupied, or leased facilities shall not use CFC-based pr products.

6.3 General Performance Requirements

6.3.1 The adequate performance of the completed improvements is of paramount importance. For the purposes of this project, the following are considered general minimum standards:

a. Basic, minimum code performance: this is the basis of minimum facility performance resultant from compliance with code and regulation-prescribed requirements. The completed project shall comply with, or exceed, all local, county, state and federal codes and regulations. The completed project shall meet minimum fundamental commissioning requirements.

b. Sustainability: all design, demolition and construction shall employ all practical and applicable green building strategies.

6.3.2 Ease of operation, maintenance and replacement of equipment is critical. For the purposes of this document, the following are considered general minimum maintenance standards:

a. Personnel with a reasonable level of training shall be able to easily operate, maintain and repair the facilities, equipment, and systems. (For example, City maintenance staff must be familiar with mechanical equipment). Systems that have requirements for specially certified technicians shall be brought to the City's attention for prior approval.

b. The various systems and equipment shall be selected with as few variations as possible to standardize the products.

c. Provide contractor training of Owner's personnel in the operation of specialized equipment and systems.

d. Minimize the amount of maintenance required.

e. Make provisions for replacement of elements, not required to have the expected service life span equal to that required for the Project as a whole, without undue disruption of building operation. Provide appropriate and safe accommodations for the access and maintenance of equipment.

f. Provide surplus stock for future replacement and/or repair on industry standard materials such as finishes, hardware components, filters, lamps, etc. As a general rule, provide 3% surplus of items such as ceiling tiles, wall base, etc. or for one year of expected maintenance, whichever is greater.

6.3.3 Functional service life expectancy and durability of all work is vital. The following are considered general minimum durability standards:

a. Life expectancy: the structural and general life expectancy of all building components shall be 40 years, with the following exceptions: paved surfaces (25-year service life under normal usage), PVC or TPO roof membranes (20-year service life, fully functional), doors, windows, and lights (20-year service life under normal usage), and HVAC (20-year service life).

b. Landscaping: Any landscape areas that is disturbed shall utilize similar plant material and/or the plants provided shall be able to withstand extremes of weather likely to occur in any 5 years without supplementary irrigation or seasonal protection other than mulch.

c. Roofs: Provide new PVC or TPO roof on theater building with all components of roofing for a minimum 20-year warranty (not just roof covering) shall be easily accessible by maintenance personnel on foot without the use of portable ladders. Rooftop fixtures shall be serviceable by simple replacement of parts, minimizing the time required on the roof. Surfaces need withstand maintenance foot traffic only.

d. All mechanical equipment on roof shall be screened to eliminate visual impact form ground level

e. Provide materials, systems and equipment warranties covering manufacturers' standard life expectancies, unless otherwise specified.

a. Entries: provide slip-resistant walking surfaces, including floors, ramps, and stairs with a minimum static coefficient of friction of 0.80.

b. Restrooms: provide all elements, including fixtures, partitions, counters, mirrors, etc., that have a high safety rating.

6.3.4 Acoustical: minimize noise intrusion from noise-source into occupied spaces, and on-site public, gathering environments. The required room noise criteria is 25 NC, select equipment and provide acoustic lining or silencers to ensure compliance with the specified room noise criteria. Improvements shall meet the following minimum acoustical requirements:

a. Structure-borne sound and vibration: prevent transmission of perceptible sound and vibration from equipment that rotates, vibrates, or generates sound by isolating such equipment from superstructure or by isolating equipment support foundations from building foundations.

b. Exterior walls and openings: consider building orientation and type of openings in regard to external noise sources.

c. Mechanical: maintain the sound transmission characteristics of assemblies through which systems pass.

i. All sounds of flushing and liquid running through pipes are prohibited outside of the rooms housing toilets and other fixtures, with the exception of when doors to those rooms are open.

ii. Equipment noises: noise level shall be below that which may be objectionable, based on occupancy of space.

iii. When systems are located within or pass through assemblies that perform sound isolation functions, consider the noise produced by the system as one of the external sound sources.

iv. Provide any necessary acoustical treatment to main supply and return duct as required to maintain acceptable Noise Criterion levels. Sound mitigation components include sound attenuators, double wall lined ductwork, duct offsets, architectural soffits and/or insulation around ductwork (especially where main vertical supply and return ducts penetrate into acoustically sensitive area).

6.3.5 Thermal Comfort: indoor spaces shall maintain thermostat settings plus or minus 2 degrees and integrate controllability of systems within individual spaces.

6.3.6 Utilities: conceal all utilities and services underground.

a. Utility Sources and Outlets: connect utilities and services to and from:

i. Water source: Existing public utility (domestic and irrigation).

ii. Sewage Disposal: Connect building sewer to the existing public sewage system.

iii. Electrical power source: Existing public utility.

iv. Telephone source: Existing public utility

v. Network source; Existing public utility and private wireless

vi. Storm Water: Collect and discharge into public storm water system.

6.3.7 Lighting: provide clear ingress, on-site, and egress hierarchical illumination, such that a user may be able to intuitively find their way at night.

a. Outdoor Spaces and Landscaped Areas: feature element and pathway illumination.

b. Interior Spaces: provide uniform distribution at desk height to allow unlimited furniture arrangement with variable lighting levels and special presentation lighting. Minimize glare.

6.4 Architectural Requirements

6.4.1 Concrete

a. Flatness Flatness/Deflection: Design of the projects' structural system, including flatness and deflection of slabs on grade and elevated floors shall limit deflection under design loads to 1 in 540.

b. Concrete site walls shall be waterproofed.

6.4.2 Masonry

a. All exposed Concrete Masonry Units (CMU) shall be integral color, not painted.

b. CMU retaining earth, such as raised planters, shall be waterproof.

6.4.3 Metals

a. Exposed exterior architectural metal, such as railings and handrails, shall be galvanized. Avoid new exterior metal applications that require painting. Where a painted finish is required, provide powder-coating.

6.4.4 Wood, Plastics and Composites

a. Cabinets: all cabinets, casework, counter tops, shelving and like items shall conform to Woodwork Institute of California (WIC) "Custom Grade", based on the WIC *Manual of Millwork* most recent edition. Fabricate, assemble, finish, and apply hardware, to maximum extent possible, before shipment to Project site.

i. Wood cabinets for transparent finish (if proposed for Library Public Areas): Run and match grain vertically for drawer front, doors, and fixed panels. Surfaces other than drawer bodies shall be compatible species to that for exposed surfaces, stained to match. Drawer sides and backs shall be solid-hardwood lumber, stained to match species indicated for exposed surfaces. Drawer bottoms to be hardwood plywood. Provide dust panels of ¼-inch plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

ii. Plastic-laminate Cabinets (Library): Exposed surfaces to be high-pressure decorative laminate; Horizontal General Purpose Standard grade for horizontal surfaces other than countertops, and Vertical General Purpose Standard grade for vertical surfaces and edges. Surfaces other than drawer bodies shall be high-pressure decorative laminate, Cabinet Liner Standard grade. Drawer sides and backs to be solid-hardwood lumber and drawer bottoms to be hardwood plywood. Provide dust panels of ¼-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.

iii. Plastic-laminate Countertops at non-wet and non- science areas only: Post-formed countertops with high-pressure decorative laminate, Horizontal General-Purpose Postformable grade. Edge treatment shall be 1 ½" phenolic or wood bull-nose. Use particleboard made with exterior glue core material.

iv. Hardware: Heavy duty drawer guides and hinges only. Commercial-grade wire pulls.

6.4.5 Thermal and Moisture Protection

a. Moisture and Weather Resistance: Systems and materials shall prevent water penetration into the interior of buildings, including the interval cavities of exterior shell assemblies, under conditions of rain driven by up to 50 mph winds, and minimize deterioration due to precipitation, sunlight, ozone, normal temperature changes, salt air and atmospheric pollutants.

   i. Surfaces exposed to view: minimize deterioration adversely affecting aesthetic life span includes color fading, crazing and delaminating of applied coatings.

   ii. Joint components and penetration seals shall be capable of expected thermal expansion and contraction; use overlapping joints that shed water wherever possible.

   iii. Freeze-thaw resistance: adequate for climate project.

   iv. Corrosion resistance: in locations exposed to the outdoor air or in potential contact with moisture inside shell assemblies, provide only corrosion-resistant metals.

   v. Exterior walls: complete air barrier system that allows moisture vapor transmission while preventing air infiltration.

   vi. Existing slabs: treat existing slabs to accommodate flooring manufacturer's requirements.

b. Roofing: the roofing shall be designed and constructed to provide complete protection of all the interior spaces of the building from wind, moisture and any other environmental conditions. It is the most critical part of the building envelope.

   i. All roofing shall be a TPO or PVC roofing with 20-year manufacturer's

   ii. Achieve the standards outlined in the energy performance portion of the requirements.

   iii. Warranty period shall be at least 20 years – by the manufacturer.

   iv. Slopes: provide roofs and related water conductors that shed water at a rate equal to or greater than that achievable by ½ inch per foot slope.

   v. Ponding: provide roofing so that no ponding shall occur, even if the roofing material can withstand ponding.

vi. All Flat roofs will be flood tested before the City will accept them into maintenance.

c. Windows and other openings: Minimize rainwater penetration and protect adjacent interior spaces from damage from water under conditions of rain driven by 50 miles per hour wind.

i. Water penetration: design and construct openings and components of openings to positively drain water to exterior of the building.

ii. Maximum water leakage: 0.01 oz/sf under most extreme conditions.

iii. Provide galvanized metal flashing, sealed with bituminous membrane, at all openings.

d. Doors: No penetration when tested with a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbs/sf.

e. The use of plywood siding (T-111) in an exterior application is prohibited.

6.4.6 Openings

a. Doors (General): doors in exterior wall and interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code.

i. Hardware: building hardware and related accessories required to provide a fully operational facility. Include training of the Owner's personnel on the proper operation of installed hardware.

ii. Electronically controlled or other powered doors shall be capable of release by a manual-locking device located at a height on the door easily operable by staff.

iii. All hardware shall meet section 3.5 of Facilities Maintenance guide (Exhibit D)

iv. Keys and Keying process shall be performed per section 3.8 of Facilities Maintenance guide (Exhibit D)

v. Keys and Keying process shall be performed per section 3.8 Facilities Maintenance guide (Exhibit D)

vi. Out-swinging doors with locks shall have hinges with non-removable pins.

vii. Fire and Panic Exit Devices: provide Von Duprin UL Listed and labeled for fire protection.

viii. Disabled Access: electro-hydraulic or electromechanical, power-assist openers and closers where required.

ix. Operability under wind load is required.

b. Hollow Metal Doors and Frames: equal to:

i. Steel Door Institute standards for commercial applications.

ii. Fire doors and frames, stairwell doors and frames: State Fire Marshall standards, UL listed and labeled.

iii. Interior Doors: Steel Door Institute standards for commercial applications.

iv. ADA Title III- Public Accommodation.

v. Factory prime painted.

vi. Factory-prepare and reinforce for hardware.

vii. Frames: welded corner type.

viii. 16-gauge minimum.

c. Wood Doors and Hollow Metal Frames: equal to:

i. Wood- veneered, flush wood doors: comply with WIC "Custom Grade" for all interior doors. Particleboard core for non-fire rated doors is acceptable.

ii. Fire-rated wood doors: California State Fire Marshal, 12-7-43, UL listed and labeled. Mineral core.

iii. Transparent finish doors: WIC "Premium Grade".

iv. Opaque finish doors: shop prime faces and edges of doors, including cutouts, with one coat of wood primer.

v. Metal frames: same as hollow metal requirements above, except corners may be mechanically mitered.

d. Overhead Coiling Doors: equal to:

i. Insulated Service Door: Door curtain of galvanized steel with glazed vision panels.

ii. STC Rating: 26.

iii. Hood: Galvanized steel.

iv. Operation: manual chain operated.

e. Windows (General): windows in exterior walls and fixed glazing in interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code.

i. Aluminum, anodized factory finish or powder-coated factory finish, "Kynar" or equal.

ii. Glass not subject to human impact: annealed float glass.

iii. Glass subject to human impact: laminated glass, consisting of two layers of glass with clear plastic interlayer.

iv. Exterior doors and sidelights: tempered glass.

v. Fire-rated doors and sidelights: wire glass.

vi. Replacement exterior windows to be double-glazed horizontal slider units (where operable) with tinted glazing (per orientation).

6.4.7 Finishes

a. Floors: finish as appropriate to use, function, durability, and aesthetic of each space. Provide finishes with inherent slip resistance under wet conditions. At building entries, provide means for reducing or minimizing moisture and debris on shoe soles, such as an integrated walk-off mat; minimum 4'x6'.

i. Wet areas: two-part epoxy coating, slip-resistant. In existing spaces where new work is intended to match existing conditions, provide material and installation consistent with that already in place.

ii. Carpet: C&A commercial grade (only) sheet carpet intended for use in commercial and public spaces, with construction, fire ratings, static control, and appearance appropriate for this use. Warranted for 5 years after the date of completion. Greenguard or Green Label plus certified.

iii. Resilient flooring: commercial grade resilient flooring intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use. Sheet goods or VCT acceptable.

iv. Wall base: commercial grade rubber wall base; 4", 0.080" gage, straight without cove, matte.

v. Walk-off Mats: install built-in walk-off mats at all exterior doors in new carpeted rooms and spaces. Material and color to complement carpet.

b. Partitions/ Walls: provide physical separation between spaces, constructed to achieve fire rating required by code, appropriate security between adjacent spaces, and visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions appropriate to the intended use in each space. Construct partitions with exposed surfaces textured and finished appropriate to spaces served.

i. Approved Materials: cast-in-place concrete, concrete masonry unit, gypsum plaster on metal lath over metal framing and furring, gypsum board on metal framing.

ii. Glazed Wall Tile Finishes (Wet Areas): moisture absorption 3.0 to 7.0 percent. Matte or Bright glaze, colors to be selected from manufacturers standard range. Matching bull-nose, cover, base, and counter trim shapes to match field. Epoxy grout at restrooms.

iii. Vinyl Wall Covering: mildew-resistant products with colors, textures, and patterns selected from manufacturer's full range.

iv. Heavy Duty, Polyolefin Synthetic Textile Wall Covering: mildew-resistant wall coverings with color, texture, and patterns selected from manufacturer's full range.

v. Exterior Finishes, such as plaster and stone veneer, to be durable and to match existing exterior finishes where applicable.

vi. Painted surfaces

1. Concrete Masonry: semi-gloss 3-coat Enamel Finish of one coat high performance latex block filler, one coat latex enamel under-coat, and one coat semi-gloss interior enamel.

2. Gypsum Wallboard: eggshell 3-coat Acrylic Enamel Finish of one coat latex interior primer and two coats low luster or eggshell latex interior enamel at general use areas, such as offices. Semi-gloss 3-coat Acrylic Enamel Finish of one coat latex interior primer and two coats semi-gloss latex interior enamel at wet areas, such as restroom and kitchens, and high-traffic areas, such as corridors.

3. Painted Woodwork: semi-gloss 3-coat Acrylic Enamel Finish of one coat latex interior wood primer and two coats semi-gloss latex interior enamel.

4. Ferrous Metal: semi-gloss 3-coat Enamel Finish of one coat rust-inhibitive epoxy metal primer, one coat interior enamel under-coat, and one coat semi-gloss interior enamel.

5. Zinc-Coated Metal: semi-gloss 3-coat Enamel Finish of one coat galvanized metal primer, one coat interior enamel under-coat, and one coat semi-gloss interior enamel.

6. Stained Woodwork: semi-gloss 4-coat Waterborne Varnish Finish of paste wood filler, plus one coat waterborne interior wood stain, one coat clear sanding sealer, and two coats polyurethane semi-gloss or satin varnish.

7. Prep: Prepare surfaces according to manufacturer's recommendations for specific applications.

8. All paint and adhesive products shall be certified low VOC or Greenguard certified.

c. Ceilings: provide physical separation between spaces and structure, constructed to achieve fire ratings required by code, visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions appropriate to the intended use in each space. Construct ceilings with exposed surfaces textured and finished appropriate to space served.

i. Approved Materials: gypsum board on metal framing, acoustical tile on gypsum board on metal framing, suspended acoustical panels, and perforated acoustical metal decking.

ii. Painted Surfaces: same as required for partitions/walls, see b.

iii. Acoustical Tile: Armstrong or equal painted mineral fiber, selected from manufacturer's full range. Minimum 5/8" thickness, 1.05 lb/sf density, 0.7 light reflectance, and 0.55 Noise Reduction Coefficient (NRC).

iv. Suspended Acoustical Panels: commercial grade ceiling tile with painted mineral fiber. Minimum 5/8" thickness, 1.0 lb/sf density, 0.7 light reflectance, and 0.55 Noise Reduction Coefficient (NRC). Suspension system: exposed, painted galvanized steel, intermediate duty, selected from manufacturer's full range.

6.4.8 Specialties

a. General: provide specialty items and related materials as required for each function and space.

b. Visual Display Boards: standard products for marking with dry-erase markers, projection finish and erasure with full- width chalk tray. 4' high by 8' long unless noted otherwise.

c. Tack Boards: standard polyolefin tack-board fabric over wood fiberboard. 4' by 8' standard size, unless noted otherwise

d. Identification Devices:

i. Panel signs: frameless, raised tactile and Braille plastic panel signs meeting ADA requirements.

ii. Door Signs: space or room names and numbers, mounted on wall adjacent to door.

iii. Toilet room signs: international graphic symbols for accessibility and gender.

iv. Directional signs: space name, numbers and directional arrows.

e. Toilet Accessories: complete complement of equipment typical to facilities of this type.

i. Cabinet Type Accessories: stainless steel with satin finish, formed sheet metal construction, with seamed edges and continuous hinged doors.

ii. Dispensers: pin-or tumbler cam locks keyed to building locking system or access concealed under counter.

iii. Mirrors: fully tempered float glass, silvered with protective back coating, with satin finished L-shaped frame.

iv. Grab Bars: 1-1/4 inch diameter formed stainless steel tube or pipe, with plain surface, satin finish; mounting flanges welded to tube with fasteners concealed by escutcheons. Design, anchorage, and support as required to with stand 250 pounds of force applied at any support; supports of sufficient rigidity to prevent rotation of bars under load.

v. Paper Towel Dispensers: restrooms.

vi. Non-heated Electric Hand Dryers: at public restrooms.

vii. Toilet Paper, Soap and Seat Cover Dispensers: NIC. Per product suppliers.

viii. Phenolic solid toilet and urinal partitions.

6.4.9 Equipment

a. Window Covering: Interior blinds shall be manual and operable from floor.

i. 2" Horizontal blinds, commercial-grade, manual operation except for motorized at clerestories and other locations above 8'-0" A.F.F.

ii. Roller window shades, Levolor Contract or equal commercial-grade, manual operation except for motorized at clerestories and other locations above 8'- 0" A.F.F.

6.5 Structural

6.5.1 Applicable Codes

The structural design and specifications will be based upon the latest versions of the applicable building codes including but not limited to:

a. 2022 California Building Code, Title 24

b. ASCE 7-10 Minimum Design Loads for Buildings and Other Structures

c. ACI 530-11/ ASCE5-11/TMS 402-11- Building Code Requirements for Masonry Structures

d. ACI 318-11 Building Code Requirements for Structural Concrete

e. 2018 Nation Design Specification for Wood Construction

f. AISC Manual of Steel Construction, 14th Edition

6.6 Plumbing

Plumbing general: Design, engineer and install, test, start-up and balance a complete plumbing system for the entire building(s). The design shall allow for future expansion of systems and create flexible piping services that shall be easily adapted to changing City of San Diego requirements. These requirements apply to all spaces.

6.6.1 Plumbing Systems The following plumbing systems shall be provided: domestic cold water, domestic hot and hot water return, sanitary waste and vent, areas subject to rainwater shall be provided with primary and secondary drainage systems, domestic hot water generators and pumps, natural gas system, and plumbing fixtures.

6.6.2 Domestic Water Systems: Domestic water service shall be brought to the building from the nearest point of connection to the public utility. The domestic water service shall be separate from the fire water service to the building. Meters, vaults and service size and location shall be as directed by the utility company.

a. The Domestic water service shall be provided with a pressure reducing valve (PRV) assembly, and reduced pressure backflow prevention device assembly. The backflow assemblies shall be provided with protective cages.

b. PRV shall limit water pressure inside the building to 70psi. 35psi shall be maintained at the furthest water closet. The residual pressure to sinks and lavatories shall be minimum 15psi.

c. A potable water system for domestic cold water (CW) and domestic hot water (HW) shall be looped through the building. All aboveground domestic water piping shall be Type "L" copper and underground

domestic water piping shall be annealed Type "K" copper with no joints. Potable water shall be supplied at plumbing fixtures. All hot water and hot water return pipes shall be insulated.

d. Make-up water connection to mechanical equipment shall be through a reduced pressure backflow preventer.

e. A minimum pipe size for public lavatories shall be 1/2 inch with a maximum flow of 0.5-gpm and 3/4 inch for sinks and showers, with a maximum flow of 2.0-gpm.

f. As a minimum a Reduced Pressure Backflow Preventer shall be provided for:

i. Domestic water service to the building (with protective cages)

ii. Irrigation systems (with protective cages)

iii. Water softening

iv. HVAC make-up water

6.6.3 Piping Design for back-to-back toilets shall require additional piping to provide separate isolation valves for each toilet room. Maintenance work in one toilet shall not require the other toilet to be unusable.

6.6.4 Fixtures shall be provided with chromium-plated brass trim and individual Key angle stop valves. For deck-mounted lavatories, provide quarter-turn stop valves. All plumbing fixtures shall be WaterSense certified or equal.

i. Water closets shall be vitreous china siphon jet wall hung or floor mounted water conserving 1.0 gallon per flush with automatic infra-red type flushometer valves.

ii. Urinals shall be vitreous china siphon jet water conserving with 0.125 gallon per flush with automatic infra-red type flushometer valves.

iii. Public lavatories shall be provided with 0.5 gpm flow restrictors using self powered automatic faucets.

iv. Drinking fountains shall have integral or remote chiller units.

v. Floor drains shall be provided where required by code or needed for proper cleaning.

vi. Service sinks and kitchen sinks as required.

vii. Hose bibs under lavatories, exterior, roof and within 20 feet of mechanical equipment.

6.6.4.1 Sanitary Waste and Vent: Shall be designed to provide connection to each plumbing fixture and future improvements. The sanitary drainpipe shall terminate with connection to the public sewer system. All underground pipes shall be ABS and all above ground pipes shall be "no-hub" cast iron.

i. Provide floor drains in each public toilet room.

ii. Provide one floor sink for each piece of mechanical equipment requiring drains.

iii. Provide indirect waste where required for equipment

6.6.4.2 Storm Drainage System:

The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015- 0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design- Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

6.7 Heating, Ventilating & Air Conditioning

Heating, Ventilating and Air Conditioning (General) The outside design conditions shall be based on the Title 24 values for San Diego.

Basic Requirements: The Design-Build Team shall provide detailed calculations for all systems prior to construction to confirm final sizes and equipment and system efficiencies and submit for approval by the City.

6.7.1 Quality: The system designs must be based on an overall level of quality and maintainability commensurate with the City's requirements. The designs shall incorporate proven technology and equipment.

6.7.2 HVAC Systems: The HVAC system for this building shall be one of the following:

a. Variable refrigerant flow system.

b. Variable air volume packaged air handling units.

c. Variable air volume air handling units with air-cooled chillers and natural gas-fired boilers

d. Water-cooled package variable air volume units with hot water reheat utilizing gas-fired boilers

e. Ultra-high efficiency (17 SEER or higher) constant volume packaged rooftop units (acceptable in auditorium or stage areas).

6.7.3 Stipulate system type and provide anticipated operating costs. It should be noted that HVAC zoning and thermostat location shall reviewed and approved by the owner's representative.

6.7.4 Reliability/ Redundancy: Designs are to utilize systems and products that are straightforward and can be manually "hand" operated, off the shelf readily available products, maintainable, and readily available spare parts and materials.

6.7.5 Incorporate multiple equipment elements in key systems to provide reduced capacity operation when portions are down for maintenance or failure.

6.7.6 The system design shall provide flexibility in terms of operation and renovation. Ensure that all components and equipment are easily accessible for maintenance and replacement.

6.7.7 All refrigerants shall be non-CFC type such as R-410A

6.7.8 HVAC systems shall be designed to accommodate addition of future units.

1. Thermostat Control: provide separate thermostat control for each space. The maximum interior area served by one variable air volume terminal unit or packaged unit and thermostat shall be 1,200 sf.

2. Temperature Control: The following temperatures shall be maintained during occupied periods:

   a. Occupied rooms such as assembly areas, offices, Study rooms, work rooms, shall be 75 degrees F for summer and 68 degrees F winter with no humidity control.

   b. Other areas (toilets, corridors, enclosed stairwells, etc.) indoor design temperatures shall be 75 degrees F for summer and 68 degrees F for winter with no humidity control.

c. Mechanical rooms shall be designed to maintain a maximum temperature of 90 degrees F.

d. Electrical rooms shall be provided with exhaust fans that shall be enabled as required to maintain space temperature of 80 degrees F or below.

e. Telecommunication spaces shall be maintained below a maximum temperature of 70 degrees F, or the manufacture's requirements, whichever is lower

f. UPS battery rooms or similar spaces shall be maintained below a maximum temperature of 75 degrees F or the manufacturer’s requirements, whichever is lower.

3. Minimum Occupancy Loads:

   a. Theater: 5 cfm/person 250 btuh sensible per occupant, 200 btuh latent per occupant

   b. Offices: 100 sf/person 250 btuh sensible per occupant, 200 btuh latent per occupant

   c. Assembly: 7 sf/person 200 btuh sensible per occupant, 150 btuh latent per occupant

4. Minimum Lighting Loads: Refer to California Title 24 2022 for current Standards.

   a. Reading rooms: 1.5 watts/sf

   b. Offices: 1.3 watts/sf

   c. Classrooms: 1.6 watts/sf

5. General: these are minimum lighting budget numbers only. Actual heat gain from lighting shall be determined by the D-B Electrical Engineer. The figures described in the table above shall be used in determining the schematic cooling loads and cooling capacity required for the facilities.

6. Miscellaneous Heat Gains: The equipment heat gain listed in the project program shall be the basis of design. Calculations shall include air handling unit's fan motor heat. At a minimum, an equipment load of 2.0 watts/sf shall be utilized.

7. Ventilation Requirements:

    a. Reading rooms, assemblies, offices, storage rooms, etc. shall be provided with 15 cfm/person outdoor ventilation air or 0.15 cfm/sf, whichever is greater.

    b. High occupancy areas such as lobbies and assembly areas shall incorporate a demand control ventilation (DCV) system to reduce the amount of outside air under low-occupancy situations, while still providing adequate ventilation at times of high occupancy.

    c. Storage rooms: three air changes exhaust per hour minimum.

    d. Telephone equipment rooms: three air changes exhaust per hour minimum unless room has electronic equipment.

    e. Restrooms, janitor rooms, copy machine rooms, etc. shall be provided exhaust systems capable of providing a minimum of ten (10) air changes per hour controlled from central EMS. Exhaust fans shall not be operated in conjunction with lighting controls. Provide conditioned air as required such that these rooms are maintained 10% negative to adjacent spaces.

8. Ducting Design Criteria: All ductwork shall be designed in accordance with SMACNA Design Manuals and ASHRAE Handbook fundamentals, Duct Design Chapter. The selection of the duct sizes should ensure that the duct pressure is minimized, in addition to selecting ducting at air velocities that do not generate noise (breakout or airside). The following shall be adhered to when designing the ducting systems:

    a. Duct systems shall be designed to obtain the lowest cost-beneficial pressure loss.

    b. Distribution system pressure losses shall be determined by total pressure.

    c. Horizontal duct distribution shall be routed to avoid or minimize architecturally and/or structurally induced dynamic losses.

    d. Sheet metal gauges shall be minimum 22 gauge and in accordance with CMC, not SMACNA. Construction of ductwork, except for gauge thickness, shall be in accordance with SMACNA 1995 Second Edition for the appropriate duct pressure classification.

    e. Provide drive slip or equivalent flat seams for ducts exposed in the conditioned space. Longitudinal seams shall use Pittsburgh lock. On ducts over 48-inch wide, provide standard

reinforcing on inside of duct. Flexible duct runs shall be limited to a maximum length of 6 feet and shall be a minimum of 4 inches larger than the flange connection to the grille, register or diffuser.

f. Supply and return air ducts shall be sized for friction losses between 0.08 to 0.15 inches WG/100 feet but not exceeding a velocity of 1,250 fpm, with runs over 75 feet in length selected for 1,000 FPM maximum. Note: Constant volume systems shall be designed for the low end of the friction range and variable volume systems to the high end of the range for the full cfm without diversity.

9. Piping Design Criteria: the layout and design of the heating hot water, chilled/condenser (if applicable) water systems shall follow principles outlined in the latest edition of the ASHRAE Systems and Equipment Handbook. Heating, hot water, chilled water and condenser water piping shall be sized based on the following:

   a. Total distribution system friction loss of 1.0 to 1.5 feet of water per 100 feet of installed piping at peak system flow rates.

   b. Minimum pipe size of 3/4 inch, except for gauge control piping.

   c. Maximum velocity of 8 fps for 2-1/2 inch pipe size and larger.

   d. Maximum velocity of 6 fps for 2-inch pipe size and smaller.

   e. Maximum pressure drop of 1.5 ft/ 100 ft for any pipe size, and minimum velocity of 2 fps.

   f. Utilize variable primary pumping circuits wherever they prove to be cost effective.

   g. Valves shall be provided for isolation of major areas, at inlet and outlet of each piece of equipment, on all branches serving more than one piece of equipment, for shutoff of mains on equipment drains and on each strainer. Drains shall be extended to an indirect waste receptor unless otherwise directed. Valves for drains and vents shall be ball type.

10. HVAC system Design Criteria

   a. Dedicated cooling only systems, not served from a central plant shall be provided for electrical and data rooms as required to maintain the design conditions.

   b. The building shall incorporate all specialized exhaust ventilation systems for mechanical and electrical rooms.

11. Air Handling Unit Design (Central Plant) Option: The HVAC system selection shall be based on the best value. If the DB-E, in conjunction

with the City, ultimately opts for a chilled water/heating hot water central plant system, the following criteria shall be followed for the air handling unit selection.

a. Exterior Air handling units shall be double wall insulated. The cooling coil casings shall be stainless steel, as well as the condensate drain pans.

b. Condensate drain pans shall be stainless steel and sloped towards the drain to discourage moisture accumulation.

c. The air-handling units shall supply air in a draw through or blow-through arrangement. System shall provide the following minimum components; directly driven BIAF plenum or centrifugal supply air fan, directly driven BlAF plenum or centrifugal return fan, outside air economizer section (as required by code), chilled water cooling coil, hot water heating coil, pre- filter and after filter section, sound attenuators and vibration isolators. Each fan section shall be fully lit, using marine quality lighting systems. Each AHU shall have the capability for full airside economizer operation, using the return fans as exhaust fans in this application, through the articulation of the damper systems.

d. The maximum face velocity over the cooling coils and filters shall be 500 fpm. The minimum coil depth shall be 8-rows, the design fins per inch shall be 12 FPI, no higher, no lower.

e. The heating and cooling coils shall be constructed with individually replaceable return bends, a minimum

0.005 inches thicker than the tubing they are attached to.

f. Heating coils shall be minimum 2 rows deep, a minimum 8 FPI and a maximum 10 FPI with 500 FPM maximum face velocity.

12. Package Rooftop Unit Design Option: Condenser fins shall be either copper or aluminum with a manufacturer's 10-year warranty on condenser coil, evaporator coil and fan replacement.

13. Air Filtration: Provide the following:

a. Filtration to comply with LEED requirements.

b. Provide filters per ASHRAE guidelines.

c. Filters shall be rated per ASHRAE 52 -76 Standard Test Method.

d. The filter housing and all-air handling components downstream shall not be internally lined with fibrous insulation.

e. The filter media shall be fabricated so that fibrous shedding does not exceed the levels prescribed by ASHRAE 52.

14. Energy Management: Automatic temperature control system shall be direct digital control (DDC) type in accordance with the city's requirements with hardware, software, and all appurtenances per approved manufacturer/platform.

15. Sequences for ventilation control shall incorporate demand control ventilation in high-occupancy areas. Carbon dioxide sensors in the space shall be used to control the ventilation rate to maintain acceptable carbon dioxide levels.

16. Where economizers are required per code, HVAC systems shall incorporate integrated differential enthalpy based economizer systems.

    a. System Start Up, testing, Balancing and Adjusting: The work includes system start-up, test, adjust and balance (TAB) of HVAC air and water distribution systems including equipment, ducts, and piping. Include sound testing and vibration recordings for HVAC equipment. The work shall be performed by, and independent qualified agency accredited by American Air Balance Council (AABC).

    b. Space Pressurization: No space shall be over pressurized to the point of affecting the operation of doors as required by the guidelines of the California Building Code (CBC) and American with Disabilities Act (ADA).

6.8 Electrical Requirements

6.8.1 Description of Work

1. The scope of work shall generally include all power, branch circuits, lighting, lighting controls, solar photovoltaic (additive alternative #B), voice/data, associated with the defined expansion of the Black box theater and associated site improvements and restroom upgrade.

2. Preparation of electrical design concepts to support LEED Silver Certification.

3. Project shall achieve 'Net Zero' energy savings.

6.8.2 Electrical Design Standards

1. Electronic Industries Association (EIA) Standard 569

2. Illumination Engineering Society of North America (IES) Lighting Standards

3. Institute of Electrical and Electronics Engineers (IEEE) Standards
4. National Electrical Manufacturers Association (NEMA)
5. Insulated Power Cable Engineers Association (IPCEA)
6. Underwriters Laboratories, Inc. (UL)
7. National Fire Protection Association (NFPA)
8. California Electrical Code (CEC)
9. California Energy Code Title 24 Energy Standards
10. California Green Building Standards
11. American National Standards Institute (ANSI)
12. All other Authorities Having Jurisdiction

6.8.3 Electric Service

1. Electrical service shall be provided by an SDG&E transformer located on the project site.

2. One (1) 5" conduit shall be provided from the SDG&E transformers primary section to the point of connection determined by SDG&E for the high voltage service to the transformer.

3. Three (3) 5" conduits shall be provided from the pad mounted transformers secondary section into the main electrical room.

4. An SDG&E approved transformer pad shall be provided on the site with 8' of clearance in front.

5. Access to the main electrical room must be through a door on the building exterior opening directly into the electric meter room to provide immediate 24 hour a day access.

6. Service shall comply with all SDG&E standards and requirements. Contractor shall be responsible for coordinating service with SDG&E. The annex building and expansion shall be independently sub-metered.

6.8.4 Power Distribution

1. New main switchboard rated a minimum of 1600A 208Y/120V 3φ 4W (NEMA 1) located in the main electrical room. Switchboard shall be provided with an underground pull section, main/meter section and distribution section. The main circuit breaker shall be electronic trip type and shall be provided with LSIG functions. The main circuit breaker shall be de-rated per NEC section 705.12(A) for the connection of a net zero PV system.

2. Loads shall be disaggregated on to separate panelboards to isolate the following loads per California Energy Code requirements:

    a. Plug Loads

    b. Interior lighting

    c. Exterior lighting

    d. Mechanical loads

    e. Plumbing loads

    f. Solar voltaic systems

3. A multi-channel digital meter shall be provided to meter the main circuit breaker and distribution circuit breakers above with CT's around each circuit breaker.

4. A remote mounted transient voltage surge suppressor shall be provided at the main switchboard.

5. Plug loads shall be served from the plug load panelboard with operating voltage at 120V.

6. Interior and exterior lighting shall be served from lighting panelboards with operating voltage at 120V.

7. HVAC VRF condensing units shall be served from the HVAC panelboards with operating voltage at 208V 3φ.

8. HVAC fan coils shall be served from HVAC panelboards with operating voltage at 208 1φ.

9. Small plumbing equipment including water heaters and water coolers shall be served from the plumbing panelboard with operating voltage at 120V.

10. Two vehicle car charging stations shall be served from the car charging panelboard with operating voltage at 208V 1φ.

11. A solar photovoltaic system shall be provided and shall be served from the solar photovoltaic distribution circuit breaker with operating voltage at 208V 3φ.

12. The entire electrical distribution system shall be sized for 25% spare capacity and space including the main switchboard, panelboards and feeders.

13. Panelboards shall be provided with door in door trim.
14. Feeders shall be sized for a maximum of 2% voltage drop.
15. All electrical distribution equipment shall have copper bus.
16. All power wiring shall be stranded copper, with type THHN insulation; 600V rated and shall be installed in EMT conduit overhead and Schedule 40 PVC conduit below slab or underground on site, PVC shall never be installed in a concrete slab or floor.
17. Type AC, BX or MC cable shall not be permissible.
18. EMT conduit installed in exposed areas shall be installed parallel to the structure in a neat and workman like manner.
19. All conduits where exposed below 8' shall be rigid conduit.
20. All raceways shall be minimally sized as 1" conduit.

6.8.5 Branch Circuits and Outlets

1. Convenience outlets shall be provided for standard electrical utilization equipment including but not limited to floor vacuums, scrubbers, polishers, clocks and computer terminals.
2. Every seat and workstation in the library shall have access to a duplex receptacle for power.
3. Floor outlets shall be provided where needed for the program requirements to service furniture or other systems not located against walls and shall be provided in flush floor boxes with scrub water resistant brass covers. Floor monuments shall not be acceptable. Trim plates of flush floor outlets shall be coordinated with floor finishes to avoid tripping hazards.
4. Dedicated outlets shall be provided where required per the project program and/or equipment requirements.
5. All receptacle devices in public areas shall be tamper-proof type.
6. All outlets within 6' of a sink shall be GFCI protected.
7. All exposed boxes shall be cast iron type, cast aluminum shall not be allowed.
8. All indoor boxes shall be at least 4" square by 1-1/8" deep.
9. All outdoor outlets shall be installed in a recessed stainless steel box with a flush, lockable cover with a 20 amp GFCI receptacle and shall be wired on a separate circuit.
10. Branch circuits shall be a minimum #12.
11. Dedicated neutrals shall be provided for all circuits, sharing neutrals is prohibited.

12. Branch circuits shall be provided for all systems including but not limited to Voice/Data, Security, Intrusion, CCTV, Access Control and Audio Visual shall be closely coordinated with the program requirements.

13. Provide labeled plates at all receptacles with circuit and panel designation. Labeling method shall utilize clear adhesive printed labels with black bold letters.

14. Prior to pouring floors, or enclosing conduit in walls, the Design-Builder, and representatives from City's data processing department, and library staff shall "walk" the site to make sure that outlets are properly placed.

15. Controlled outlets shall be provided per the California energy code.

16. The Design-Builder’s electrical engineer must consult with the City of San Diego's Facilities Maintenance Division personnel during the design phase and throughout the project. The City electrical shop has developed standards that must be incorporated into the plans and specifications of the library.

6.8.6 Interior Lighting

1. All lighting shall comply with California Title 24 Energy Code requirements and shall conform to the maximum LPD’s allowed therein.

2. Lighting systems will be designed in accordance with the Owner’s programming requirements and guidelines of the Illumination Engineering Society.

3. The Interior Lighting Systems shall use LED lamps with Color Rendering Index above 85, correlated color temperature of 3500k, and high efficiency optical components.

4. The lighting design approach shall respond to the architecture, function and occupancy of each space and shall utilize layers of light with indirect, accent lighting and task lighting to reduce glare and enhance the environment. The lighting designer shall pay special attention to the impact of day lighting, prevention of shadowing and prevention of high-contrast conditions especially with daylight sources to provide low uniformity ratios. The surfaces shall include light colored finishes where possible to enhance the indirect light sources and save energy.

6.8.7 Light Fixture Types:

Restrooms:

a. General: LED downlights

b. Accent: LED cove lighting

Vestibule:

a. General: LED Downlights

b. Accent: Linear LED elements based on architectural design.

c. LED Pendant mounted direct/indirect

Greenroom:

a. General: LED downlights above

b. Accent: Linear LED elements based on architectural design

c. Accent: Wall mounted LED make-up lighting

Staff Office:

a. General: LED downlights

b. Task: LED task lights at all desks

Exit Signs:

a. General: LED Edge Lit

6.8.8 Light Levels

1. Restrooms**:**

    a. General: 10 foot-candles average at floor with 2:1 uniformity ratio.

    b. Vanity: 15 foot-candles average at vanity with 2:1 uniformity ratio.

2. Lobby:

    a. General: 20 foot-candles average at floor with 3:1 uniformity ratio. Reception Desk: 40 foot-candles average at 2’-6” with 3:1 uniformity ratio.

3. Staff Offices / Areas

    a. General: 40-50 foot-candles average at 2'-6" with 3:1 uniformity ratio.

4. Greenroom

    a. General: 40-50 foot-candles average at 2'-6" with 3:1

    b. Vanity: 50-100 foot-candles average at vanity with 2:1 uniformity ratio.

    c. Task Lighting (Direct Face Illumination): 75-100 fc

    d. Color Temperature: 2700K-4000K

    e. Color Rendering Index (CRI): 90+ for accurate skin tone and makeup application

6.8.9 Exterior Lighting

1. Lighting shall be designed per LZ3 (lighting zone 3) Title 24 and CalGreen BUG (Backlight Up light and Glare) requirements.

2. All exterior lighting sources shall be LED and shall be impact- resistant and vandal-proof.

3. Provide pedestrian scale pole-top fixtures and/or bollards along walkways.

4. Do not provide in-grade lighting.

5. Do not provide above ground tree up lights.

6. Do not provide low voltage lighting.

7. Do not provide step lighting.

8. Provide building entrance accent and up-lighting in coordination with the Architect.

9. Parking lot/area lighting (if needed) shall be full cut off and provided with house side shields.

6.8.10 Light Levels

1. Parking Lot:

    a. 1 foot-candle minimum measured at grade with 2:1 uniformity ratio.

2. Pedestrian Hardscape:

    a. 1 foot-candle average measured at grade with 3:1 uniformity ratio.

    b. Stairs shall have an illumination of 1 foot-candle minimum

3. Building Entries:

    a. 5 foot-candle average measured at grade with 3:1 uniformity ratio.

6.8.11 Lighting Controls

1. All lighting controls are to be California Title 24, 2022 compliant and conform to the maximum LPDs allowed therein.
2. All controls shall provide full dimming to the light fixtures.
3. Controls for general public areas shall be provided within staff and generally shall not be accessible to the public. The switching/dimming shall be readily identified and contain legends to facilitate staff use.
4. Zoning shall be providing to switch/dim the sources separately from one another, i.e., direct, indirect, accent and task lighting shall be switched/dimmed independently.
5. Dimming protocol will be 0-10V for all dimming required per this project.
6. Lighting control will be via networked “zone control”, each room to be provided with individual dimming controllers, occupancy sensors (when required by Title 24), manual dimming controls and photo sensors as required.
7. A dimming controller(s) shall be provided within each room to control the lights within the space.
8. Occupancy sensors shall be provided for all rooms less than 250 square feet, corridors when required per Title 24 requirements.
9. Occupancy sensors to be dual technology with adjustable infrared and ultrasonic type and ceiling mounted.
10. Larger spaces where occupancy sensors may not be practical shall be controlled by time clock functions with two-hour override switches.
11. Automatic photocell controlled daylight dimming will be provided where required by code for all primary and secondary daylight zones.

12. Low voltage controls and sensors shall be connected to the dimming control with CAT 5e cabling.

13. Dimming controllers shall be connected to a lighting control network and shall be capable of demand response functionality.

14. Exterior lighting shall be controlled by relays in a lighting control panel with photocell and time clock control.

15. Exterior lighting shall be controlled by separate automatic controls (photosensor – on, time clock – off) capable of turning off exterior lighting when sufficient daylight is available or when the exterior lighting is not required.

6.8.12 Emergency Power

1. Emergency egress lighting shall be provided via remote battery operated emergency lighting units with self-testing functions or a Myers Illuminator E series central lighting inverter with front access terminal batteries.

2. Egress path lighting shall include an adequate number of fixtures to provide one footcandle average illumination on the egress path.

6.8.13 Grounding

1. The building grounding system shall be comprised of the electrical system ground and the signal system ground. Each system will provide a ground reference for the electrical and voice/data systems respectively. Each will connect to building steel and the main grounding electrode system. The electrical system ground shall comply with CEC Article 250 and the signal system ground shall comply with ANSI/TIA/EIA-607. A ground bus will be located in the telecommunications room and the electrical room.

2. All raceways shall include a full size green insulated ground wire terminated at each outlet box, device enclosure, etc. and connected back at the panelboard, switchboard, or cabinet on the appropriate ground bus.

6.8.14 Solar Photovoltaic System Requirements (Additive Alternative B)

1. The Design Build Team shall design, procure, and install a grid-connected Photovoltaic (PV) System, sized for net zero operation of the buildings annual energy consumption. There will be no energy storage devices (e.g. batteries) used in this system. The PV system shall comply with the PBI (Performance-Based Incentive) Program of the California Solar Initiative (CSI) as applicable. The system design shall consist of array modules and racking, combiner boxes, fused DC disconnect,

inverter, AC fused disconnect, Customer generating output meter (CGOM), Utility required disconnect, surge protection, and point of connection. Arrays may be building mounted or carport/shade structure mounted, or a combination thereof. The design and specification of the PV modules, power conditioners, utility interconnections, PV system electrical design, and PV array mechanical design shall meet the requirements of the 2022 California Electrical Code, 2022 CCR Title 24 and the California Solar Initiative (as administered by the California Center for Sustainable Energy (CCSE) in San Diego.

6.8.15 System Point of Connection

1. PV Systems where the PV output AC overcurrent protective device (OCPD) ampere rating exceeds 20% of the service equipment buss rating, or there is a possibility of future alternative energy generation being added to the system that may provide a total OCPD ampere rating greater than 20% of the service equipment buss rating, shall utilize a supply side tap for the point of connection. This supply side connection shall be made after the utility meter and before the service disconnect. The configuration of the service switchgear shall allow for this arrangement.
2. Systems where the PV output AC overcurrent protective device (OCPD) ampere rating is not expected to exceed 20% above the rated amperage of the service equipment buss, or the distribution panel it is installed in, the point of connection shall be on a circuit breaker. This circuit breaker shall be installed in any electrical panel in the system provided the size and location meets the requirements of CEC articles 690 and 705.
3. All array modules, combiner boxes, outdoor disconnect switches, raceways and wiring shall be designed for outdoor conditions, based on annual ambient temperatures recorded at the project locality. Supplied equipment shall be rated and warranted to withstand and operate under these conditions.
4. The PV system shall be connected to utility/electric grid through a grid-interactive power conversion system (inverter) or multiple inverters connected to an AC combiner panel. The inverter shall be located in an interior electrical room provided with appropriate access, sound isolation and cooling.

6.8.16 Voice & Data Structured Cabling

1. A star topology structured cabling system shall be used. Each work-area telecommunications outlet must be connected to a cross-connect in a telecommunications closet. All cables from a floor or area in the building therefore run back to one central point for administration. Each telecommunication closet must be star wired back to the equipment room for the building.

2. Unshielded Twisted Pair (UTP) -4-pair, 24 Gauge, 100 Ohm copper cable. Unshielded twisted pair cables closely resemble telephone cables but are enhanced for data communications hardware required. They need to be rated up to 100 MHz and are designed to handle any current copper based application for voice, video, or data.

3. Shielded Twisted Pair (STP-A) -2-pair, 22 gauge, 150 Ohm copper cable. Shielded twisted pair systems provide high performance as a result of shielding. If used, Category 6A is required.

4. Multi-mode optical fiber cables. The highest performing structured cabling systems use fiber optics, and this is the choice of the library. As the cost of the electronic devices used with fiber systems decreases, more and more fiber systems are being installed. Fiber offers many advantages over copper- based systems. There is no electromagnetic interference (EMI) or radio frequency interference (RFI). Fiber also offers a much greater bandwidth than copper cables, allowing more information to be carried on each fiber. If the budget allows, fiber shall be used to the workstation. However, if fiber to all workstations is not within budget, wiring to all workstations shall be at a minimum Category 6A unshielded twisted pair (UTP5) conformant with Ethernet standards and capable of providing TCP/IP protocol support.

6.8.17 Telecommunications Outlet

Each workstation in the office shall have a minimum of four telecommunications outlet ports, and two power outlets. At minimum a 1" dedicated conduit with a home run from each and every data outlet to the communications room is required and a conduit is required for power. Cabling outlets required are:

a. Voice. 100 ohm UTP for Voice, T558A or T568B wiring. Conform to current City It standards.

b. Data. 100 ohm UTP 4-pair, 150 ohm STP 2-pair, or 62.5/1251-µm fiber for data.

6.8.18 Wireless Access

1. Wireless access points. Wireless access points are typically cabled for during construction on a "best guess" basis. Once the building is constructed, a wireless survey shall be performed to determine actual and accurate wireless coverage. The wireless access points shall then be located to achieve maximum coverage within the new library building.

2. Wireless access will be provided inside as well as at selected outdoor seating areas immediately adjacent to the building. Coverage for outdoor areas will require outdoor rated AP. Each outdoor AP will require outdoor waterproof j-box with 2 Ethernet ports at (or near) 10' in designated areas.

3. Current Standard: IEEE 802.11ac, 1.9 Gbp/S (Gigabits per second; billion bits per second) within the 2.4 GHz and 5GHz bands.

4. Future Standards: The following standards shall be considered for implementation once final standard published. Coordinate with City IT standards and staff at time of design approval.

   - IEEE 802.11 AD. 6.75 Gb/S.

6.9 Landscaping

6.9.1 Landscaping: General Information

1. Planting and Irrigation System and components shall be designed to incorporate water conservation principals in compliance with California AB 1881 (Model Water Efficient Landscape Ordinance).

2. Site landscape areas shall be designed in accordance with City of San Diego Low Impact Development Standards (Storm Water Management).

3. Plant materials shall be selected to minimize the need for supplemental water, minimize extensive maintenance, minimize site run-off, be fire-resistant, and non-invasive. Plant selection shall be based on the Water Use Classifications of Landscape Species (WUCOLS) list of Low Water Use species.

4. Planting areas shall be designed to accept water runoff from the site. Proper species selection for bio-swale conditions shall be considered when making plant selections.

5. Planting setback zones for fire protection of structures shall adhere to City of San Diego Brush Management/Fire Ordinances.

6. Planting density on slopes shall comply with City Standards.

7. Planting shall be done to facilitate solar shading of structure and reduction of heat islands in paved areas whenever possible.

8. No plants shall be located in areas that will obscure vehicular visibility in traveled-ways.

9. Irrigation equipment shall be of the type needing minimal maintenance or repair, and shall, by design, minimize vandalism.

10. Irrigation components shall include the most advanced water saving features.

11. In addition to these RFP Performance Specifications, all design elements will conform to the City of San Diego Standards.

12. Planting near buildings shall, to the greatest degree possible, take pedestrian safety, building security, and fire resistance into consideration.

13. Maintenance: Maintenance Period shall be for 90 days after Substantial Completion of installation. Areas shall be free of weeds, debris, or waste. Plants shall be kept in a healthy growing condition, free of disease, trimmed properly, and shall be kept well-fertilized.

14. Brush Management Zones shall be kept properly thinned during the maintenance period.

6.9.2 Planting

1. Plant Materials shall be drought tolerant, fire and disease resistant, non-invasive, and non-toxic. They shall be healthy and well-rooted with vigorous foliage growth. All plants shall be free of diseases or pest infestations at the time of planting, with no disfigurements, abrasions, burned foliage, or scarring.
2. Tag plants by species and variety with a minimum of 1 tag per 10 trees, 190 shrubs, and 100 ground covers.
3. Flatted plants shall be well-rooted and exhibit vigorous, compact new growth.
4. Container stock shall be well established but not root-bound.
5. Tree branching form shall be symmetrical, with relatively straight central leaders and tapered trunks. Main branches shall be well-spaced. Trunk and branches shall be free of wounds.
6. Root balls shall be healthy and free of any circling or kinked roots.
7. Turf areas should be limited to minimize water use. Lawn Sod or Seed shall be drought-tolerant and disease resistant.
8. Lawn patching in disturbed areas shall cover all damaged areas completely with no bare spots remaining. Patched areas shall blend evenly with existing turf and shall be healthy and free of disease.
9. Planting at main entries or special nodes shall provide strong visual emphasis.
10. Tree Standpipes shall be installed on all trees, regardless of size and shall consist of a perforated PVC Pipe wrapped in filter fabric and surrounded by crushed gravel. Standpipes shall be capped with a PVC slotted cap and shall descend to a depth of 36" below the bottom of the planting hole. There shall be two standpipes per tree in opposite corners of the planting pit. Standpipes shall be siphoned regularly during the Maintenance Period to remove any standing water.
11. Trees shall be staked with lodge-pole pine stakes, two per tree. Tree ties shall be installed in a manner that does not damage the tree trunk.

12. Plants shall be located a minimum of 12" away from irrigation spray heads.

13. Planting areas shall have a 2" layer of organic mulch to maximize water absorption into soil.

14. All plants shall have adequate irrigation and fertilization.

15. Herbicides and fertilizers shall be approved by the City prior to use.

16. Root barriers shall be installed at all trees when tree is within 5' of paving or structures and shall run for a minimum length of 10’ long centered on the tree trunk.

17. Trees shall be guaranteed for a period of one (1) year, with shrubs and ground covers guaranteed for 90 days.

6.9.3 Irrigation

1. Irrigation equipment, including weather-based auto controllers, rain sensors, moisture sensors, and low precipitation rate emitters, shall have the most advanced water-saving features and shall be approved by the City of San Diego.

2. A dedicated irrigation water meter shall be provided in accordance with the requirements of the City's Model Water Efficient Landscape Ordinance.

3. Backflow prevention shall be per City Standards. Equipment operation shall be certified, and device shall be secured within a protective metal cage.

4. Irrigation system shall be designed with the proper operating pressure and an appropriate watering window to assure optimal delivery of water to the plant material at all times.

5. Water use calculations will be required per the City's Model Water Efficient Landscape Ordinance.

6. Site specific evapotranspiration rates and soil percolation rates shall be considered in the design process.

7. Check valves will be required to prevent low-head drainage.

8. No irrigation shall be installed in new areas until soil testing has been submitted and all soil amending has occurred.

9. Irrigation shall be repaired and replaced as necessary to address areas disturbed by new construction.

10. Irrigation heads shall be installed and adjusted to avoid overspray or water waste.

11. Micro-climate areas and solar exposure zones (site specific hydro zones) shall be irrigated on separate control valves.

12. Existing Irrigation systems in all areas not included within the limits of new construction shall remain in operation during all phases of new construction in order to prevent damage to established plant materials.

13. Capping off of various segments of existing irrigation systems may be necessary in areas scheduled for demolition and new construction. Contractor shall review all proposed modifications to the existing irrigation system with the City of San Diego project manager.

14. A final Certificate of Completion (with Water Audit and Maintenance Schedule) shall be submitted to the City by the Landscape Architect of record, in compliance with the City's Model Water Efficient Landscape Ordinance.

15. Irrigation record drawings shall clearly document the final installation of the entire system, with accurate dimensions, sizes, and types of equipment. It shall reflect all new areas as well as any modified irrigation systems. Irrigation record drawings to be submitted in a digital format

16. Irrigation equipment shall be “reclaimed ready” and consist of purple pipe and equipment as needed for potential future conversion to reclaimed water.

6.10 Civil Requirements

General:

1. Site Final Survey, Utility Research, locating and design base mapping for project design.
2. Grading Plans (horizontal control, paving, erosion control, utility index, notes details and et cetera).
3. Right of Way Improvement plans.
4. Traffic Control Plans for work within the roadways adjacent.
5. NPDES compliance with the California Construction General Permit. To obtain Permit Coverage the City shall coordinate authorized signatory for the SWPPP document and assist with the processing through SMARTS as the LRP.
6. Drainage report and Storm Water Quality Management Plans.
7. Water pressure loss Calculations – Domestic water loss calculations from the right of way to 5’ outside the building to coordinated with the plumbing consultant. Fire system pressures throughout the site at the hydrants demonstrating adequate residual pressures, fire flows and velocities within the operating range.
8. ADA Path of travel access, ingress, and egress.
9. Surveying – Construction staking and As-built survey meeting city CADD standards.

See Section 17.11 Reference Standards of the Instructions to Proposers and General Conditions for applicable standards.

Other Codes Applicable to the Civil Scope.

1. California Uniform Building Code.
2. 2018 Citywide CADD and Drafting Standards.
3. City of San Diego Street Design Manual.
4. City of San Diego Drainage Design Manual.
5. Sewer Design Guide, 2015 Edition.
6. Water Design Guide.
7. NFPA 24 and NFPA 13.
8. Storm Water Standards (BMP Design Manual) Order No 2013-0001.
    a. Amended by R9-2015-0001.
    b. Amended By R9 2015-0100.
9. NPDES General Permit Order No. 2009-0009-DWQ.
    a. Amended by Order No. 2010-0014-DWQ.
    b. Amended by Order No. 2012-0006-DWQ.

6.10.1 Site Construction

1. Walkway, Pedestrian Ramp, and Exterior Stair Paving: provide paved surfaces to contrast, in color and texture, from vehicular areas.
2. Exterior Seating: wood, metal, concrete, or combination thereof for comfort, permanent installation, and minimum maintenance. Standard manufacturer's product or custom field constructed.
3. Exterior power for exterior patios: There should be appropriate night lighting for gatherings.
4. Site Walls concrete or concrete unit masonry walls with integral color, texture, and finish. No applied finishes. No applied colors or finishes will be accepted. Non-planted site walls must be graffiti proof. Unit masonry segments must not be dislodgeable.
5. Site Domestic
    a. Domestic water lines shall begin at the nearest on-site or off-site potable water main in the Public Right of Way and shall end at a point five feet (5') outside the proposed building footprint. Coordinate the point of connection with the City of San Diego Public Utilities Department.
    b. Each domestic water lateral to a building shall include a reduced pressure principle double check back flow preventer with post indicator valves at each end and anti-tamper

switches per the City of San Diego Public Utilities Department requirements and specifications and per the City Standard Drawing and the Standard Specifications for Public Works Construction.

c. All underground domestic water lateral piping shall be C-900 PVC, CL-200 pipe with adequate thrust restraints at bends, fittings, or deflection joints, and meeting the requirements of the City of San Diego Public Utilities Department standard drawings and specifications.

d. All domestic water line thrust blocks shall be constructed per the City of San Diego Public Utilities Department standard drawings and specifications or per the City Standard Drawings, and the Standard Specifications for Public Works Construction as applicable, whichever is more stringent.

e. All ductile iron pipe and fittings above ground or below grade shall be flanged and meet the requirements AWWA C-110 threaded per A WWA C-115 with cement mortar lining per A WWA C-1 04 and ASTM C150 type V and meeting the requirements of the City of San Diego Public Utilities Department standard specifications with rubber gasket joints meeting A WWA C-I11 specifications.

f. All valves shall be resilient seated wedge gate valves meeting the requirements of the City of San Diego Public Utilities Department standard plans and specifications.

g. Clearing and disinfection of water line pipes shall be completed per the City of San Diego Public Utilities Department standard specifications only after pressure testing is completed.

h. Hydrostatic pressure testing shall be completed per the Standard Specifications for Public Works Construction prior to disinfection, whichever is the most stringent.

i. Trench excavation, bedding and backfill shall be per the City of San Diego Public Utilities Department standard drawings and specifications.

j. All water service lines 2" or less in diameter shall be copper tubing with brass or bronze fittings per the City of San Diego Public Utilities Department standard drawings and specifications. Excluding irrigation facilities.

k. All valve boxes shall be per the City of San Diego Public Utilities Department standard drawing and specifications or if no local agency exists construct per The San Diego Regional Standard Drawing as applicable.

l. Domestic Water Lines shall have a pressure reducing valve outside each building to limit the water pressure to 70 PSI at the furthest water closet inside the building. The residual pressure to sinks and lavatories shall be a minimum of 15 PSI.

m. Site pressure shall be obtained, and field verified prior to the start of design drawings. Pressure loss calculations shall be prepared to ensure that adequate pressure is delivered to the furthest fixture.

n. Domestic Water lines and Fire Prevention Water lines shall be separate. Fire systems on-site shall be looped to minimize the standing water and add redundancy to the fire protection system.

o. The presence of sewer cleanout and drain connection at the fire sprinkler system riser(s) shall be coordinated to ensure that the required drainage of the fire sprinkler "Blackwater" can be accommodated.

p. All domestic water line related appurtenances such as blow-offs and air-vacuum releases shall be per the City of San Diego Public Utilities Department standard drawings and specifications.

6. Storm Drains

a. Storm Drains systems shall be design and constructed in accordance with the City of San Diego Drainage Design Manual and Storm Water Standards.

7. Sanitary Sewer System

a. The sanitary Sewer Service shall be designed in accordance with the City of San Diego Sewer Design Guide.

8. Clearing and Grubbing

a. Designer shall delineate those areas within the project limits and boundaries that require removal of all existing shrubs, hedges, plants, trees, or other woody vegetation, ground cover (not to be salvaged and re-planted) and objectionable, deleterious materials. Clearing and Grubbing shall be completed per section 300-1 of The Standard Specifications for Public Works Construction and White Book, current edition; in addition, section 300-1.2 preservation of property and section 300-1.3 removal and disposal of materials.

b. All storm water pollution prevention measures must be in place by contractor prior to the start of clearing and grubbing or earthwork of any kind.

9. Erosion Control and Storm Water Pollution Prevention:

   a. Designer shall provide an Erosion Control Plan in Conformance with all current NPDES (National Pollutant Discharge Elimination System) general permit requirements and the state water resource control board's (SWRCB's) most current orders listed above and shall incorporate measures to control discharges of storm water to surface waters associated with construction activity including clearing, grading, and excavation activities.

   b. Erosion Control shall be designed to mitigate storm water run-off originating within project site as determined by the limits of work and shall also account for any storm water run-off originating off-site and crossing to within project limits.

   c. Erosion Control shall conform to the requirements (in addition to those stated above) in the Caltrans Storm Water Pollution Prevention Plan (SWPPP), Water Pollution Control Program Preparation manual and The Construction Site Best Management Practices (BMP's) manual and section 7-8.6, Water Pollution Control of The Standard Specifications for Public Works Construction (SSPWC), current edition.

   d. Designer shall provide site specific draft Water Pollution Control Plan (WPCP) in conformance with the resources previously stated. At a minimum, WPCP shall include all requirements as identified in Section A: Water Pollution Control Plan in the SWRCB'S general permit and shall be completed to the extent for which contractor may have ability to clearly identify all costs and level of effort required to implement and maintain all Storm Water and Non-Storm Water Mitigation Measures proposed.

   e. At a minimum Project WPCP shall incorporate control measures in the following categories:

      - Soil Stabilization Practices.
      - Sediment Control Practices.
      - Sediment Tracking Control Practices.
      - Wind Erosion Control Practices.
      - Non-Storm Water Management.
      - Waste Management and Material Pollution Control.
      - Specific objective and minimum requirements for each category if control measures are contained in manuals stated herein.

10. Grading and Excavation

    a. Designer shall prepare a Grading Plan that clearly delineates lines and contours of the existing and desired finish surfaces, cut Hill transitions, slopes and surface drainage in conformance with recommendations, provisions, and criteria provided for by a Geotechnical Investigation as completed on the proposed library site. Where design criteria are not specified in said Geotechnical Investigation designer shall comply with Section 300 Earthwork of The Standard Specifications for Public Works Construction (SSPWC), current edition where applicable.

    b. Designer shall provide provisions for all excavations and backfill required to complete the contract work in compliance with the Project Geotechnical Investigation Report and with Section 300-3 structure excavation and backfill of The Standard Specifications for Public Works Construction (SSPWC), current edition.

    c. Work shall be done in conformance with Mitigated Negative Declarations (MND) requirements, such as, coordination with archaeologist.

11. Paving (asphalt and concrete)

    a. Provide paved surfaces as required for vehicular access to the site and to various functional areas requiring vehicular access, including, but not limited to, entrances, parking areas, and loading dock areas.

    b. Any offsite paving shall meet all requirements and follow all procedures as outlined in the Governmental agency having jurisdiction.

    c. The onsite roadways and parking lots structural section shall be in accordance with City's Standard Drawings, the Project Geotechnical Report and as approved by the City materials laboratory. The geotechnical consultant shall perform R-value testing and recommendations for the pavement section shall be made based on a 25year pavement life cycle and an appropriate Traffic Index rating. Engineer shall derive the traffic index from a defensible ESAL (Equivalent Single Axel Load) for the project pavement design.

    d. Aggregate base material is to conform to the requirements of Standard Specifications for Public Works Section 200-2.

    e. Sub-grade and base material construction shall conform to all provisions of Standard Specifications for Public Works Section 301. However, the upper 12 inches of pavement sub-grade shall be scarified, brought to the optimum moisture content,

and compacted to at least 95% of maximum dry density as determined by ASTM DI557-91. Sub-grade preparation shall be conducted immediately prior to the placement of the pavement section.

f. All pavement sub-grades are to receive an herbicide treatment from an approved manufacturer. Herbicide treatment shall be placed per manufacturer's recommended rates and written application instruction.

g. All work beneath paved areas shall be completely constructed, inspected, tested, connected, and approved prior to paving.

h. Provide surfaces that are smooth, consistent in color and finish, sloped and provide positive drainage to avoid ponding, and neatly finished at edges. Flood test all paving areas to ensure proper drainage and repair all areas showing evidence of ponding.

i. Vehicular areas shall be marked neatly to denote traffic lanes and parking spaces in accordance with Standard Specifications for Public Works Section 310-5.6 and the City's Standard Drawings as applicable

j. Asphalt concrete shall conform to all provisions of Standard Specifications for Public Works And City Standard Drawings

k. Off-site paving testing and inspection, including density requirements, shall be implemented for all onsite paving per City's standards.

l. Prior to placement of the final pavement course, failed or damaged work, such as cracks in curb, curb and gutter, cross gutter, driveway aprons, excreta, shall be replaced to the nearest joint or score line in each direction.

m. Permeable Asphalt Concrete Pavement also known as Open Graded Asphalt Concrete shall be avoided with poor underlaying soil parameters. Special attention shall be given to the potential for failure with expansive clay and silty soils. If proposed, (OGAC) shall be constructed per City standards. Asphalt pavement to be used as a binder for pavement reinforcing shall have fabric that is steam-refined conforming to the provisions of Specification section 92, and the Asphalt shall be PG 70

12. Concrete Paving

a. Concrete pavement shall l conform to all provisions of Standard Specifications for Public Works And City Standard Drawings and/or per the project Geotechnical Report recommendations whichever is more stringent.

b. Concrete shall conform to all provisions of Standard Specifications for Public Works for materials, workmanship, and other miscellaneous requirements.

c. Concrete pavement construction shall conform to all provisions of Standard Specifications for Public Works.

d. Failed or damaged work, such as cracks in curb, curb and gutter, cross gutter, driveway aprons, and so on, shall be replaced to the nearest joint or score line in each direction prior to placement of the concrete pavement.

e. Offsite concrete paving testing and inspection shall be implemented for any onsite paving per City standards.

f. All concrete joints shall conform to San Diego City Standard.

13. Roadway Pavers: The Roadway Pavers shall be interlocking porous pavers with spacer bars to assure consistent joint sizing. The pavers and materials shall conform to the following ASTM Specifications:

a. C1157 Performance Specification for Hydraulic Cement

b. C1240 Specification for Silica Fume Used in Cementitious Mixtures

c. C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units

d. C150 Specification for Portland Cement

e. C207 Specification for Hydrated Lime for Masonry Purposes

f. C260 Specification for Air-Entraining Admixtures for Concrete

g. C33 Specification for Concrete Aggregates

h. C331 Specification for Lightweight Aggregates for Concrete Masonry Units

i. C418 Test Method for Abrasion Resistance of Concrete by Sandblasting

j. C494/C494M Specification for Chemical Admixtures for Concrete

k. C595 Specification for Blended Hydraulic Cements

l. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

m. C67 Test Methods for Sampling and Testing Brick and Structural Clay Tile

n. C979 Specification for Pigments for Integrally Colored Concrete

o. C989 Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars

14. ADA Access Requirements (Non-Building):

a. Curb ramp with detectable warning tiles and protective railing shall be in accordance with City Standard Drawings and Approved Materials List.

b. Passenger drop-off and loading zones shall be in accordance with the California Americans with Disabilities Act Architectural Barrier Removal/Compliance Manual, Part B -(DSA/AC) - Chapter 3, Survey Form 32: Passenger Drop-off and Loading Zones and San Diego Regional Standard Drawing M27 A and M-27B.

c. Accessible parking shall be in accordance with the California Americans with Disabilities Act Architectural Barrier Removal/Compliance Manual, Part B -(DSA/AC) -Chapter 3, Survey Form 3 J: Accessible Parking Required and City Standard Drawings

d. Accessible parking signs shall be in accordance with City Standard Drawings

15. Curb and Gutters: Provide curb or curb and gutter as required for all access areas. All concrete, joints, curb, gutter, and cross gutter shall be in accordance with the City Standard Drawings and SSPWC.

a. Curb shall be 6" curb in accordance with City Standard Drawings, unless specifically required for drainage or ramps.

b. Cross gutter shall be in accordance with City Standard Drawings.

c. Mid-block cross gutter shall be in accordance with City Standard Drawings.

d. Concrete shall be accordance with Standard Specifications for Public Works Section 201.

e. Curb and curb and gutter construction shall be in accordance with Standard Specifications for Public Works Section 303.

f. All underground connected utilities within the project limits shall be completely constructed inspected, tested, connected, and approved prior to construction of curb or curb and gutter.

g. Curb or curb and gutter joint locations shall include expansion joints at curb returns, adjacent to structures, and at 45 foot intervals. In no case shall these intervals exceed the specified distances in the standard drawings.

h. Curb or curb and gutter joint locations shall include weakened plane joints at driveway locations and at 15 foot intervals between expansion joints. In no case shall these intervals exceed the specified distances in the standard drawings.

i. All concrete joints shall conform to City Standard Drawings.

j. Failed or damaged work, such as cracks in curb or curb and gutter, shall be replaced to the nearest joint or score line in each direction prior to placement of the final pavement course.

k. The surveyor or Civil Engineer shall certify the finish pad elevation for all buildings.

16. Construction Staking: All construction staking shall be completed by a California Registered Professional Land Surveyor or under his/her direction or by a California Professional Civil Engineer authorized to perform Land Surveying. All design and construction staking shall be based upon elevations tied to a City of San Diego benchmark.

    A final survey must be completed and shall comply with the City's CADD standards, and must be submitted to SurveyReview@sandiego.gov. The consultant's information must be submitted to the survey section for archiving. The horizontal datum must be based on the NAD83, 1991.35 epoch per ROS 14492. The vertical datum must be based on NGVD 29 vertical datum per the City of San Diego Benchmark book. Working units must be US Survey Feet.

17. Sidewalks: Provide sidewalk as required for pedestrian access to the site and to various functional areas requiring pedestrian access, including, but not limited to, entrances, parking areas, and gathering areas.

    a. Sidewalks and or bike paths shall be designed to have clear unobstructed access. These facilities shall be kept clear of streetlights, power poles, fire hydrants, meter boxes, when possible, transformers, electrical pull boxes, when possible, blow-offs, air vents or other similar obstructions at all times.

    b. Sidewalk shall have a minimum width of 5 foot'.

    c. Sidewalks adjacent to parking shall be minimum of 6' in width or wheel stops shall be present to prevent vehicle overhang from constricting the sidewalks.

    d. Sidewalk shall be in accordance with City Standard Drawings.

    e. Sidewalk ramps shall be in accordance with City's Standard Drawings.

    f. Sidewalk joint locations shall be installed in accordance with City Standard Drawings.

g. Concrete shall be accordance with Standard Specifications for Public Works.

h. Sidewalk construction shall be in accordance with Standard Specifications for Public Works.

i. The geotechnical recommendations for site concrete and exterior slabs shall be taken in account for the design of such. Notation on required reinforcement, sub-base, underlayment, and proper subgrade preparation shall be made a part of the plans.

j. All underground utilities shall be completely constructed, inspected, tested, connected, and approved prior to construction of sidewalk.

k. All concrete joints shall conform to City Standard Drawings.

18. Driveways:

a. Driveway width shall meet or exceed the minimum access requirements and commercial type driveway. The driveway shall be no less than 12' wide nor greater than 24' wide. If two-way traffic is proposed the driveway throat opening shall be no less than 24' wide. Location shall be in accordance with the San Diego Fire Department.

b. Driveway shall be constructed in accordance with City Standard Drawings. Concrete for driveway shall be accordance with Standard Specifications for Public Works.

c. Driveway construction shall be in accordance with Standard Specifications for Public Works.

d. All concrete joints shall conform to City Standard Drawings.

19. Bioretention/Biofiltration facilities:

a. The biofiltration facilities shall be built in accordance with the City of San Diego Storm Water and BMP Design Manual.

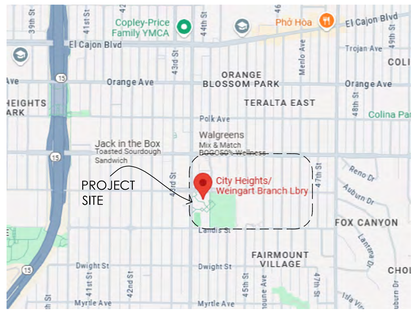
b. The Bioretention/biofiltration facility design along with other site BMP facilities shall be coordinated thoroughly with the landscape consultant in the conceptual/design development stage to ensure adequacy and cohesive design.

c. Notes shall be included to require the engineer of record to inspect these facilities during construction to assure the adequacy of their construction and final certification.

d. Full cross sectional details and special inspection requirements shall be provided on the plans. Detailing shall match the design parameters used for storm water analysis.

EXHIBIT A

BRIDGING PLAN



N

VICINITY MAP NTS

LEGAL DESCRIPTION OF LOT

LOTS 1-48 IN BLOCK 7 OF CITY HEIGHTS MAP THEREOF 1001, LOTS 1-48 IN BLOCK 74 INCLUSIVE IN AMENDED MAP NO. 1007 & PARCEL 2 OF PARCEL MAP NO. 17637 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

GENERAL DESCRIPTION OF WORK

THE SCOPE OF WORK INCLUDES ADDING NEW SPACES TO THE EXISTING BLACK BOX THEATER TO IMPROVE ITS FUNCTIONALITY, ACCESSIBILITY, AND OPERATIONAL CAPACITY. WORK INCLUDES CONSTRUCTING NEW OFFICE, DRESSING ROOMS, UNISEX RESTROOM (ADD/ALT A .) UPDATING EXISTING RESTROOMS ADJACENT TO THE COURTYARD, REPLACING THE HVAC SYSTEM AND CONDUCTING SITE WORK TO ENSURE COMPLIANCE WITH CURRENT ADA STANDARDS. ROOFTOP SOLAR PHOTOVOLTAIC PANELS TO BE ADD/ALT B .)

FIRE SAFETY NOTES

1. DURING CONSTRUCTION, AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED ON EACH FLOOR LEVEL AT EACH STAIRWAY, IN ALL STORAGE AND CONSTRUCTION SHEDS, IN LOCATIONS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED OR USED, AND WHERE OTHER SPECIAL HAZARDS ARE PRESENT PER CFC 1415.1.
2. BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 14. WELDING, CUTTING, AND OTHER HOT WORK SHALL BE IN CONFORMANCE WITH CFC CHAPTER 26.
3. KEY BOXES SHALL BE PROVIDED FOR ALL GATES IN THE PATH OF FIREFIGHTER TRAVEL TO STRUCTURES, DOORS GIVING ACCESS TO ALARM PANELS AND/OR INTERCOMS, AND ANY OTHER STRUCTURES OF AREAS WHERE ACCESS TO AN AREA IS RESTRICTED.
4. DUMPSTERS & TRASH CONTAINERS EXCEEDING 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM OR LOCATED IN A TYPE I OR TYPE IIA STRUCTURE SEPARATED BY 10 FEET FROM OTHER STRUCTURES. CONTAINERS LARGER THAN 1 CUBIC YARD SHALL BE NON- OR LIMITED- COMBUSTIBLE MATERIALS OR SIMILARLY PROTECTED OR SEPARATED.
5. EXITS, EXIT SIGNS, FIRE ALARM PANELS, HOSE CABINETS, FIRE EXTINGUISHER LOCATIONS, AND STANDPIPE LOCATIONS SHALL NOT BE CONCEALED BY CURTAINS, MIRRORS, OR OTHER DECORATIVE MATERIAL.
6. OPEN FLAMES, FIRE, AND BURNING ON ALL PREMISES IS PROHIBITED EXCEPT AS SPECIFICALLY PERMITTED Y T THE CITY OF SAN DIEGO AND CFC 308.
7. THE EGRESS PATH SHALL REMAIN FREE AND CLEAR OF ALL OBSTRUCTIONS AT ALL TIMES. NO STORAGE IS PERMITTED IN ANY EGRESS PATHS.
8. FIRE ALARM AND SECURITY SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION.

CITY OF SAN DIEGO

CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

3795 FAIRMOUNT AVE. SAN DIEGO, CA 92105

BRIDGING DOCUMENTS

DRAWING INDEX

GENERAL
G001 COVER SHEET

ARCHITECTURAL
D1 DEMOLITION PLAN
A1 SITE PLAN
A2 FLOOR PLAN
A3 ROOF PLAN
A4 ELEVATIONS

CONSTRUCTION STORM WATER PROTECTION NOTES

1. DESIGN BUILDER IS RESPONSIBLE FOR MEETING ALL STORM WATER REQUIREMENTS INCLUDING:
   TOTAL SITE DISTURBANCE AREA (ACRES)
   HYDROLOGIC UNIT/ WATERSHED
   HYDROLOGIC SUBAREA NAME & NO.
2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
   ☑ WPCP
   THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
   ☐ SWPPP
   THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
   TRADITIONAL: RISK LEVEL 1 ☐ 2 ☐ 3 ☐
   LUP: RISK TYPE 1 ☐ 2 ☐ 3 ☐
3. CONSTRUCTION SITE PRIORITY
   ☐ ASBS ☐ HIGH ☐ MEDIUM ☑ LOW

MONUMENTATION/SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

NOTICE TO THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD

BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATION, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.

NOTICE TO THE CONTRACTOR/BUILDER/INSTALLER/SUB-CONTRACTOR/OWNER-BUILDER:

BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING, AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.

PROJECT DIRECTORY

CLIENT
CITY OF SAN DIEGO PUBLIC LIBRARY
CITY HEIGHTS BLACK BOX THEATER
3795 FAIRMOUNT AVE
SAN DIEGO, CA 92105
POINT OF CONTACT: RACHEL MINK, ARTS MANAGEMENT ASSOCIATE

PROJECT MANAGEMENT
CITY OF SAN DIEGO ENGINEERING & CAPITAL PROJECTS
FACILITIES & PARKS PROJECT DELIVERY DIVISION
525 B STREET SUITE 750 MS #908A
SAN DIEGO, CA 92101-3865
JOULIANA SOULAQA, PROJECT MANAGER

DESIGN-BUILD COMPANY
TO BE DETERMINED
ADDRESS
PROJECT MANAGER

CITY OF SAN DIEGO POLICY COMPLIANCE

1. COMPLY WITH HAZARDOUS MATERIALS PER CITY OF SAN DIEGO BULLETIN 116.
2. COMPLY WITH CONSTRUCTION AND DEMOLITION DEBRIS PER CITY BULLETIN 119.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ARCHITECT OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

NAME _____ DATE _____
COMPANY

G001

CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

COVER SHEET

SPEC. NO. 2371

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
1 out of 06

WBS -

APPROVED:
FOR CITY ENGINEER _____ DATE _____
NIKKI LEWIS
PRINT NAME RCE# -

SUBMITTED BY: SHANNON STOKS, PROJECT MANAGER
CHECKED BY: CHRISTIAN RUVALCABA, PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED

- CCS27 COORDINATE
- CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

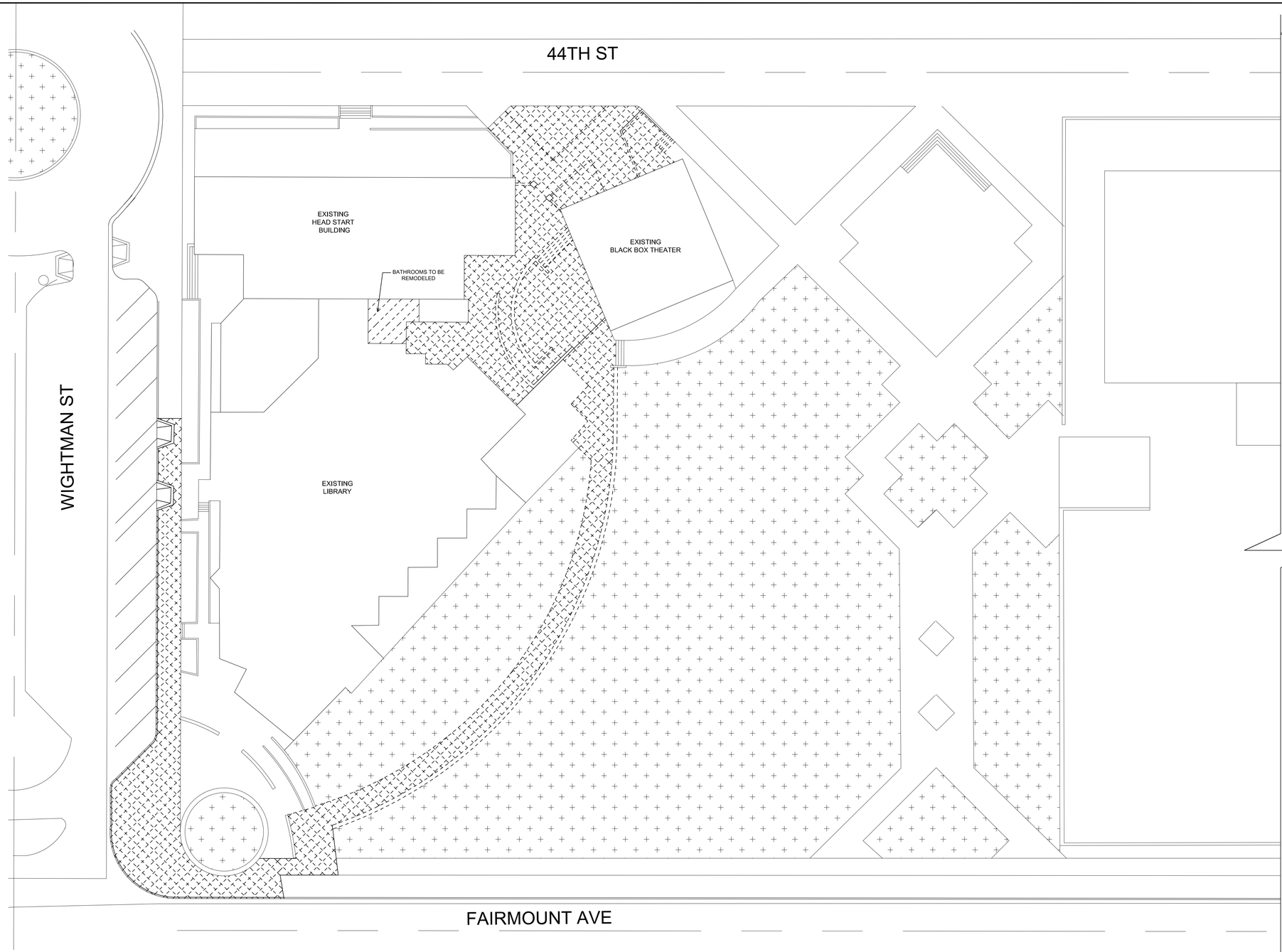
CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
-	–	–	

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

The City of SAN DIEGO Engineering & Capital Projects

CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS



LEGEND

EXISTING
CONCRETE TO BE DEMOLISHED

APPROXIMATE AREA 9,750 SF
DESIGN BUILDER TO VERIFY
ACTUAL DEMOLITION LIMITS AS
PART OF THE DESIGN
DEVELOPMENT PHASE

EXISTING
BATHROOMS TO BE REMODELED

APPROXIMATE AREA 305 SF

EXISTING
LANDSCAPE TO REMAIN

1 ***EXISTING/DEMO SITE PLAN***
SCALE:1"=30"

NORTH

D-1

PLANS FOR THE CONSTRUCTION OF:

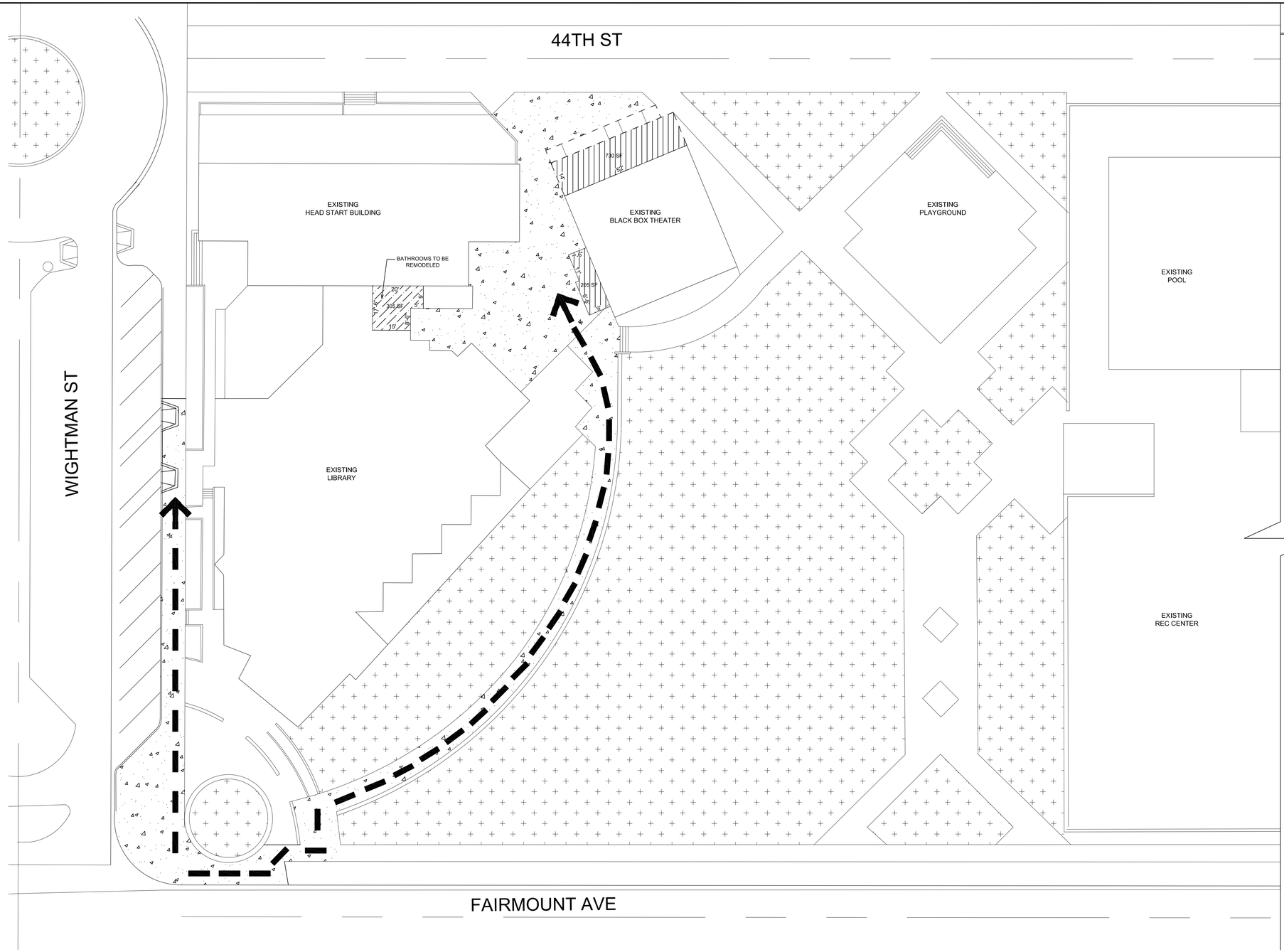
CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
2 SHEET OF 6 SHEETS

WBS NO._____

SHANNON STOKS
PROJECT MANAGER

02.04.25
DATE



LEGEND

PROPOSED
BLACK BOX THEATER ADDITION

PROPOSED
ADA BATHROOM REMODEL

PROPOSED
CONCRETE WALKWAY

EXISTING
LANDSCAPE TO REMAIN

PROPOSED ACCESSIBLE
ADA PATH OF TRAVEL

1 **PROPOSED SITE PLAN**
SCALE:1"=30'

NORTH

A1

PLANS FOR THE CONSTRUCTION OF:

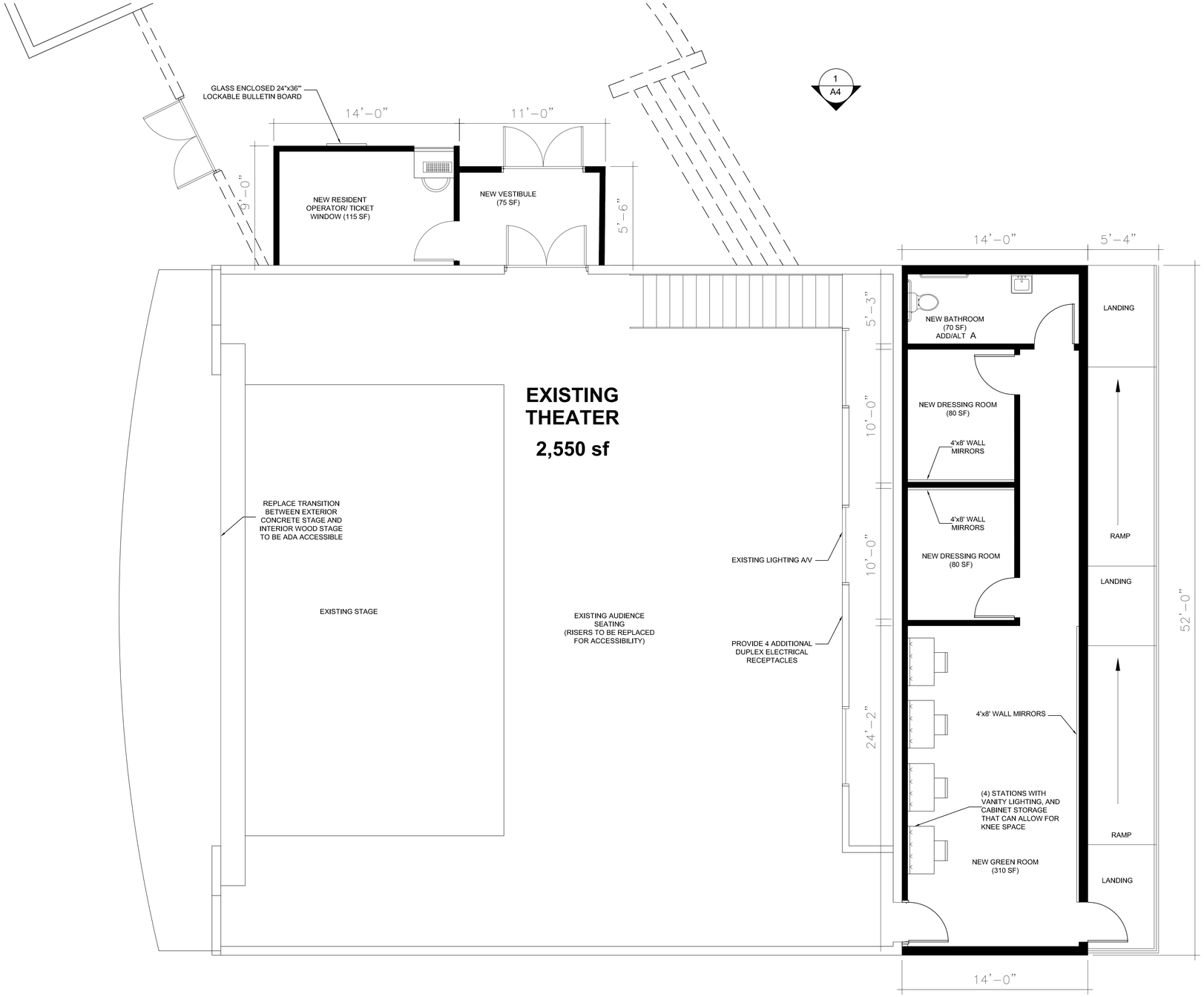
CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
3 SHEET OF 6 SHEETS

WBS NO.

SHANNON STOKS
PROJECT MANAGER

02.04.25
DATE



1 **FLOOR PLAN**
SCALE:1/4"=1'-0"

NORTH

A2

PLANS FOR THE CONSTRUCTION OF:

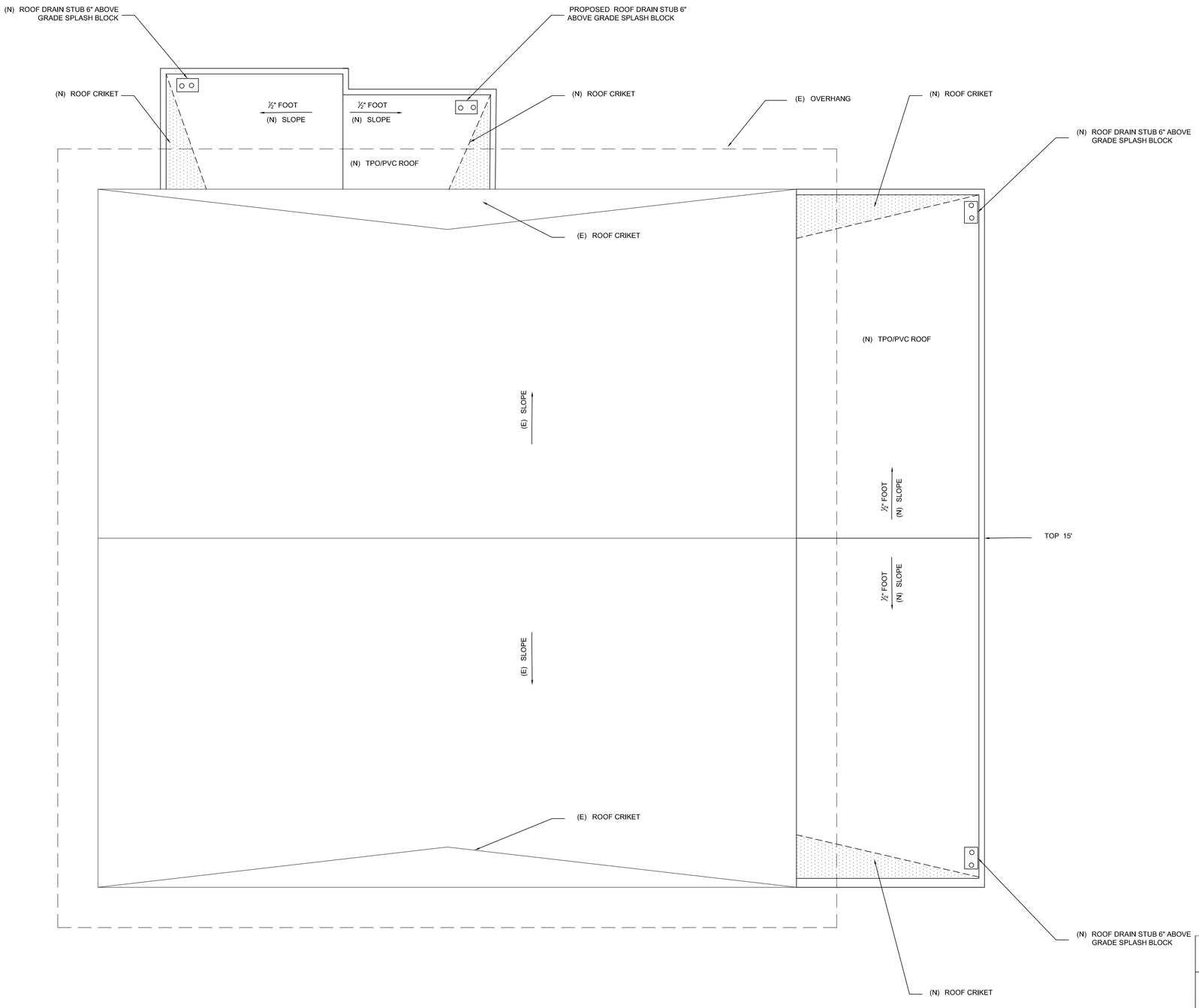
CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
4 SHEET OF 6 SHEETS

WBS NO._____

SHANNON STOKS
PROJECT MANAGER

02.04.25
DATE



1 **ROOF PLAN**
SCALE:1/4"=1'-0"

ALL ROOF ELEMENTS (DRAINS, SLOPES, LOCATION OF HVAC EQUIPMENT, ETC.) IS THE RESPONSIBILITY OF THE DESIGN BUILDER AND MUST BE SHOWN ON THE DESIGN DEVELOPMENT PLANS

*PHOTOVOLTAIC SOLAR PANELS (ADD/ALT B)

A3

PLANS FOR THE CONSTRUCTION OF:

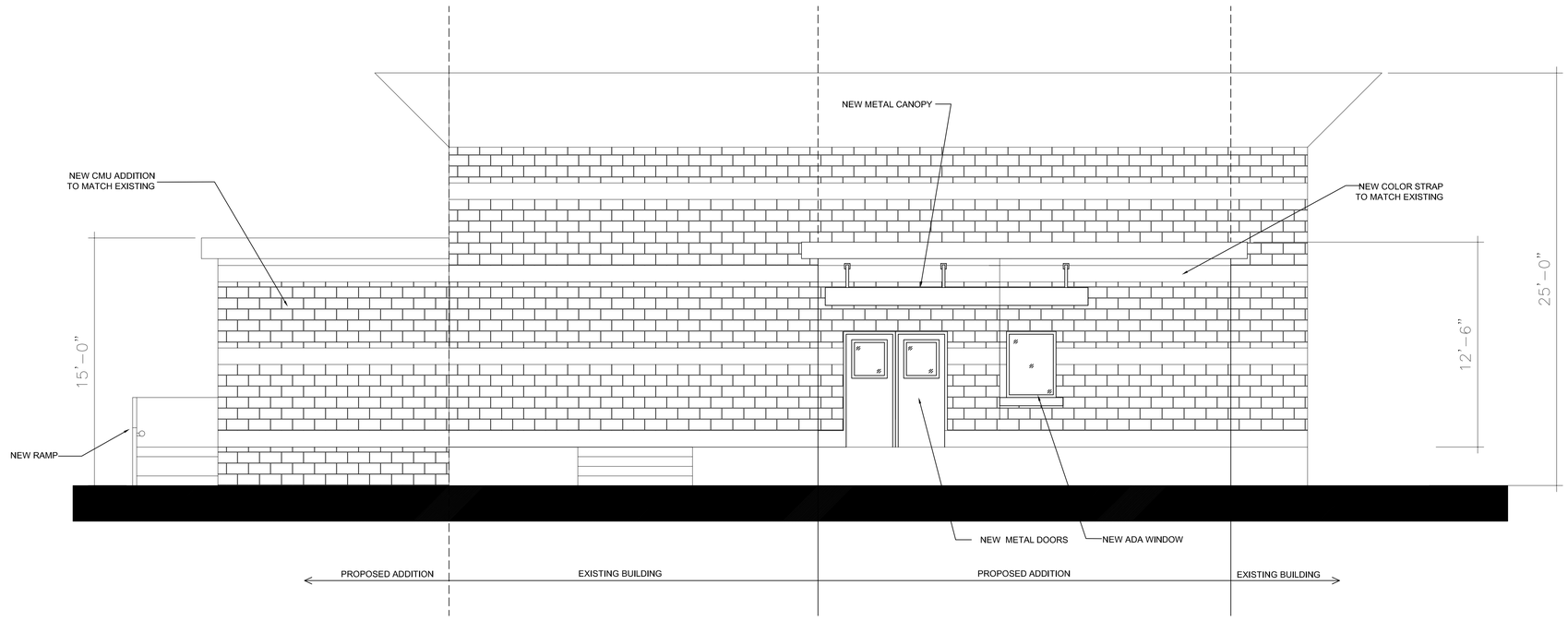
CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
5 SHEET OF 6 SHEETS

WBS NO._____

SHANNON STOKS
PROJECT MANAGER

02.04.25
DATE



1 **WEST ELEVATION**
SCALE:1/4"=1'-0"

A4

PLANS FOR THE CONSTRUCTION OF:

CITY HEIGHTS PERFORMANCE ANNEX IMPROVEMENTS

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
6 SHEET OF 6 SHEETS

WBS NO.

SHANNON STOKS
PROJECT MANAGER

02.04.25
DATE

For the Auto CADD drawings, refer to the following link:
https://drive.google.com/drive/folders/1e9LfxmKkh_iRJxEuTiqZwzadrgqLIynt

EXHIBIT B

ZERO EMISSIONS MUNICIPAL BUILDINGS AND OPERATIONS PROGRAM (ZEMBOP)

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: ZERO EMISSIONS MUNICIPAL BUILDINGS AND OPERATIONS POLICY
POLICY NO.: 900-03
EFFECTIVE DATE: December 19, 2024

BACKGROUND:

I. California Law and Policy

Since 2006, the State of California has enacted laws and adopted policies designed to reduce *Greenhouse Gas* (*GHG*) *Emissions* within the state to prevent global warming. Among them:

- The Global Warming Solutions Act of 2006, Assembly Bill 32 (2018-2019 Reg. Sess.) (A.B. 32), requires a reduction in GHG Emissions to 1990 levels by 2020 and beyond.

- The Energy Efficiency Strategic Plan was adopted by the California Public Utilities Commission in response to A.B. 32. It requires all new commercial construction to be Zero Net Energy by 2030, and 50% of existing buildings to be Zero Net Energy by 2030.

- The Clean Energy and Pollution Reduction Act, Senate Bill 350 (2015-2016 Reg. Sess.) (S.B. 350), requires California to set a renewable electricity procurement goal of 50% by 2030, and double energy efficiency savings in electricity and natural gas end uses by 2030.

- The 100% Clean Energy Act of 2018, Senate Bill 100 (2017-2018 Reg. Sess.) (S.B. 100), sets a world-leading precedent by committing to 100% renewable and zero-carbon electricity in California by 2045, speeding up the state's timeline for moving to carbon-free power sources.

- The Zero Emissions Buildings and Sources of Heat Energy Act of 2018, Assembly Bill 3232 (2017-2018 Reg. Sess.) (A.B. 3232), required the California Energy Commission to assess, by January 1, 2021, how to reduce GHG emissions from the state’s building stock by 40% below 1990 levels by 2030.

- The California Building Standards Code (California Code of Regulations, Title 24) sets prescriptive requirements and performance standards for building energy efficiency, use of electric appliances, provision of circuits and panel capacity to support electric appliances, onsite solar panels, onsite battery storage systems, and provision of electric vehicle chargers at nonresidential buildings.

- Executive Order N-79-20, issued by Governor Newsom on September 23, 2020, declared that by 2035, all new cars and passenger trucks sold in California must be zero-emission vehicles.

- The Advanced Clean Truck regulation issued by the California Air Resources Board in 2020 requires a steadily increasing share of medium and heavy trucks sold in California from 2024 onward to be zero emissions vehicles.

II. City of San Diego Policy

In 2014, the City Council (Council) of the City of San Diego (City) adopted Council Policy 900-14, the Sustainable Buildings Policy, which sets forth the City's commitment to follow green building practices in City facilities and provide leadership and guidance in promoting, facilitating, and instituting such practices in the community. In 2022, Council adopted the Climate Action Plan update (CAP), which calls for eliminating all GHG Emissions in the City and aims for all electricity to be generated from zero carbon sources by 2035. The CAP states that natural gas consumption at City facilities will be reduced by 50% by 2030 and eliminated by 2035. The CAP further states that 50% of all light, medium, and heavy-duty municipal fleet vehicles will be zero emissions vehicles by 2030, and that 100% of light duty and 75% of medium and heavy-duty municipal fleet vehicles will be zero emissions vehicles by 2035.

PURPOSE:

This Policy establishes a framework for achieving the goal of portfolio-wide zero *GHG Emissions* in City-owned and leased buildings and operations by 2035 by prioritizing proven energy efficiency strategies, eliminating the use of non-emergency *Fossil Fuel Systems*, requiring *Electric Vehicle* charging, and requiring the generation, or procurement of, renewable or zero carbon energy to power municipal building operations.

POLICY:

I. Definitions

A. *Automated Load Management System*: A system designed to manage load across one or more *Electric Vehicle Supply Equipment* (*EVSE*) to share electrical capacity and/or automatically manage power at each connection point.

B. *Battery Energy Storage System*: A technology developed for storing electric charge by using specially developed batteries. Stored energy can be discharged from the battery to supply building end uses at a later time.

C. *Cost Effective*: The economic analysis indicates that the cost of installation of renewable electricity generation plus energy storage equipment at the site could be recouped through savings, revenue under Net Energy Metering, or other available utility programs using a 20-year time horizon, or within the term of a third-party ownership agreement, such as a Power Purchase Agreement Energy Management Services Agreement or similar agreement, which shall not exceed 20 years.

D. *Design Target*: The annual energy use intensity calculated for a *Proposed Design*.

E. *Direct Current Fast Charger* (*DCFC*): A device capable of charging an electric car with direct current electricity at a rate of at least 50 kilowatts and meeting the definition and requirements of a *DCFC* stated in the California Code of Regulations, Title 24.

F. *Electric Vehicle* (*EV*): A vehicle whose drivetrain is powered exclusively by electricity.

G. *Electric Vehicle Supply Equipment* (*EVSE*): The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the *Electric Vehicle* connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the *Electric Vehicle*.

H. *Energy Retrofit*: Any construction, retrofit, renovation, or equipment replacement to an existing building other than a *Major Renovation*, that alters, reconfigures, or replaces the *Thermal Envelope* of a building, its *Fossil Fuel Systems*, or other energy-consuming systems and equipment.

I. *Energy Use Intensity* (*EUI*): A measurement that quantifies a building's site energy use relative to its size. A building's energy use intensity is calculated by dividing the total net energy consumed in one year by the gross floor area of the building, excluding the parking garage. *EUI* is reported as a value of thousand British thermal units per square foot per year (kBtu/sq.ft./yr).

J. *EV Ready Space*: An automotive parking space that is provided with one dedicated branch circuit for *Electric Vehicle Supply Equipment* that is terminated at a receptacle, junction box, or *Electric Vehicle Supply Equipment* within the parking space.

K. *EVSE Space*: An automotive parking space equipped with a dedicated branch circuit and installed *Electric Vehicle Supply Equipment*. Level 2 *EVSE* shall be capable of supplying at least 30 amperes at 208/240 volts.

L. *Fossil Fuel*: For the purposes of this Policy, *Fossil Fuel* refers to any solid, liquid, or gaseous fuel consumed in buildings, generators, equipment, or vehicles, other than those that are sourced exclusively from a verified renewable source accepted for credit under the California Renewables Portfolio Standard. *Fossil fuels* include, but are not limited to, coal, natural gas (methane), gasoline, diesel, kerosene, and propane. All fuels are presumed to be *fossil fuels* unless proven otherwise.

M. *Fossil Fuel System*: a combination of equipment and auxiliary devices by which fossil fuel energy is transformed so it performs a specific function, such as heating, ventilation, and air conditioning (HVAC) and service water heating.

N. *Global Warming Potential* (*GWP*): The equivalent amount of carbon dioxide associated with the warming effect of a given quantity of a *GHG* expressed as CO2-equivalent (CO2e).

O. *Greenhouse Gas* (*GHG*) *Emissions*: A measure used to determine and compare the emissions of various greenhouse gases based upon their *Global Warming Potential*. Carbon dioxide equivalent (CO2e) emissions from carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O) are included. The CO2e for a gas is calculated by multiplying the weight of the gas by its associated *GWP*.

P. *Heavy Duty Vehicle*: A road vehicle with a gross vehicle weight rating of greater than 26,000 pounds.

Q. *Light Duty Vehicle*: A road vehicle with a gross vehicle weight rating of 10,000 pounds or less, such as a sedan, sport utility vehicle, pickup truck, or utility van.

R. *Level 1 Electric Vehicle Space*: A parking space, which is either *EV Ready*, or has an *EVSE* installed and which has or is designed to receive a dedicated 120 volt branch circuit with 16 or 20 ampere capacity.

S. *Level 2 Electric Vehicle Space*: A parking space, which is either EV Ready, or has an EVSE installed and which has or is designed to receive a dedicated 208/240 volt, 40 ampere branch circuit.

T. *Major Renovation*: A *Major Renovation* shall mean:

1. Any repaving, alteration, addition, or improvement of a parking lot or parking garage where the work area exceeds 50% of the parking area; or

2. Any repair, alteration, addition, or improvement of a building, which includes replacement of two or more of the following:

a) HVAC unitary systems or HVAC central heating or cooling equipment serving the alteration area.

b) 50% or more of the internal lighting fixtures in the building.

c) 50% or more of the external lighting fixtures on the building exterior and in the parking lot.

d) 50% or more of the area of interior surfaces in the building.

e) 50% or more of the area of the building's exterior wall envelope.

U. *Medium Duty Vehicle*: A road vehicle with a gross vehicle weight rating of between 10,001 and 26,000 pounds.

V. *New Construction*: Any newly constructed building, facility, or parking lot that has never been previously used or occupied for any purpose.

W. *On-Site Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy and located on any of the following:

1. The building;

2. The property upon which the building is located;

3. An adjacent property that shares a boundary with and is under the same ownership or control as the property on which the building is located; or

4. A property that is under the same ownership or control as the property on which the building is located and is separated only by a public right-of-way from the property on which the building is located.

X. *Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects*: A menu consisting of prescriptive energy efficiency measures for a major renovation project to an existing building that must meet the requirements set forth in this Policy, as an alternative to demonstrating compliance by way of conducting a Title 24 Part 6 energy model and/or calculating an *EUI*.

Y. *Proposed Design*: A description of the proposed building, or portion thereof, used to estimate annual energy use and *Fossil Fuel* combustion, used as the basis for calculating the *Design Target*.

Z. *Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy.

AA. *Thermal Envelope*: The basement walls, exterior walls, floors, ceilings, roofs, windows, and any other building element assemblies that enclose conditioned space or provide a boundary between conditioned space and exempt or unconditioned space.

II. Scope

A. Commencing with this Policy, all managers of City-owned and occupied buildings and facilities must take action as provided in this Policy to achieve net zero emissions. This shall be achieved in *New Construction, Major Renovation, and Energy Retrofit* projects by implementing the following strategies:

1. Prioritizing energy efficiency by achieving appropriate site *Energy Use Intensity* (*EUI*) or *Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects* targets;

2. Specifying electric sources for space conditioning, water heating, cooking, lighting, and all other non-emergency functions;

3. Offsetting building operational energy use with *Renewable Energy Systems*; and

4. Providing parking spaces equipped to charge *Electric Vehicles*.

B. Additionally, City departments shall develop plans for the elimination of all sources of *Fossil Fuel* combustion within their existing buildings and facilities and for the provision of vehicle chargers for all *Light Duty Vehicles* in their fleets by 2035.

C. Additionally, all new leases, and lease renewals of City-owned buildings and land (i.e., leases where the City is the landlord) that require Council approval shall incorporate portions of this Policy into the lease terms.

III. Implementation

A. Building Efficiency

1. All *New Construction* projects of buildings larger than 1,000 square feet shall use energy modeling to demonstrate that the *Proposed Design* yields energy consumption which is either no greater than the applicable site *EUI* targets specified in Table 1 or at least 10% lower than the Standard Design annual time dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.

Table 1: Proposed Site *EUI* Targets for *New Construction* Projects

Building Type	**Site *EUI* Target for *New Construction* (kBtu/sq.ft./year)**
Community Center	20
Fire Station	28
Laboratory	160
Library	28
Medium Office (≤100,000 Sq. Ft)	20
Museum	18
Non-refrigerated Warehouse	8
Operations Yard (Vehicle service)	25
Police	45
Recreation Center	20
Refrigerated Warehouse	15
Restaurant	150
Senior Center	30
Theater	20

Industrial facilities such as landfills, pump stations, and treatment plants are exempt from this requirement because their energy consumption is determined by industrial process factors which are not proportional to their floor area. Where an industrial facility includes onsite office buildings, laboratories, warehouses, or other uses listed in Table 1, which are larger than 1,000 square feet, this requirement applies to those portions of the buildings or areas with those uses.

2. All *Major Renovation* projects to buildings larger than 1,000 square feet shall use energy modeling to demonstrate that the *Proposed Design* yields energy consumption which is either no greater than the applicable site *EUI* targets specified in Table 2 or no greater than the Standard Design annual time dependent value energy use for new buildings calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.

Table 2: Proposed Site *EUI* Targets for *Major Renovation* Projects

Building Type	**Site *EUI* Target for *Major Renovation* (kBtu/sq.ft./yr)**
Fire Station	35
Library	35
Medium Office (≤50,000 Sq. Ft)	27
Non-refrigerated Warehouse	12
Operations Yard (Vehicle service)	35
Police	55
Recreation Center	25
Refrigerated Warehouse	25
Restaurant	200

If the project team does not include an energy designer/consultant and an energy model is not being produced, selecting energy efficiency measures that add up to 25 points on the *Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects* can also meet this requirement.

Industrial facilities such as landfills, pump stations, and treatment plants are exempt from this requirement because their energy consumption is determined by industrial process factors which are not proportional to their floor area. Where an industrial facility includes onsite office buildings, laboratories, warehouses, or other uses listed in Table 2, which are larger than 1,000 square feet, this requirement applies to those portions of the buildings or areas with those uses.

B. Zero Emission Buildings

1. All *New Construction* and *Major Renovation* projects shall be designed and operated with exclusively electric systems or appliances for space conditioning, water heating, cooking, and lighting, and without using any *Fossil Fuel* energy source for non-emergency electricity generation or any other non-emergency functions. In the case of *Major Renovation* projects, this requirement shall apply to the entirety of the building or facility being renovated.

   a) Exceptions:

      i. Facilities which use an onsite source of renewable gas (limited to landfill gas and wastewater treatment plant digester gas) for digester heating, renewable electricity generation, or other essential functions may use nonrenewable gas at times when the supply of renewable gas is disrupted.

      ii. Flares at landfills, wastewater plants, and similar facilities may use supplemental natural gas to the extent necessary to meet air quality regulations.

2. All *New Construction* and *Major Renovation* projects of buildings larger than 1,000 square feet shall install onsite renewable electricity generation and storage. Sizing of renewable energy generation equipment shall be sized to *match* the annual average building electricity consumption. If a Fleet Charging Plan has been adopted, renewable energy generation equipment sizing shall also consider the annual average light-duty vehicle consumption. This equipment shall be installed either as part of the construction or renovation project or separately within two years of final inspection on the facility construction or renovation. Sizing of *Battery Energy Storage Systems* shall be evaluated based on their economic impact to facility operations, reliability benefits, and availability of physical space for ~~BESS~~*BESS*. The generation and storage equipment may be City-owned or third party-owned. Facility designs shall anticipate the addition of solar panels or other renewable generation and energy storage.

a) Solar Ready:

i. *New Construction* and *Major Renovation* projects planning to install solar separately within two years of final inspection will be designed solar-ready and meet the following requirements:

a. The solar zone total area shall be comprised of areas that have no dimension less than five feet and are no less than 80 square feet each for buildings with roof areas less than or equal to 10,000 square feet or no less than 160 square feet each for buildings with roof areas greater than 10,000 square feet.

b. The solar zone shall comply with access, pathway, smoke ventilation, and spacing requirements as specified in Title 24, Part 9, other Parts of Title 24, or in any requirements adopted by the City of San Diego.

b) Exceptions:

i. The generation and storage requirement may be reduced or avoided if economic analysis indicates that the project is not *Cost Effective*.

ii. The generation requirement may be reduced or avoided if existing or planned tree canopy cover makes a location unsuitable for solar power. Due to the availability of clean grid power through San Diego Community Power, opportunities for establishment of new tree canopy shall be prioritized above establishment of new onsite solar power at City facilities in cases of conflict.

3. All *New Construction* and *Major Renovation* projects shall obtain 100% of their energy, except for emergency generation, from zero-carbon or renewable sources, using one of more of the following acceptable sources:

i. *Onsite Renewable Energy System*;

ii. Directly owned off-site *Renewable Energy System*;

iii. Power purchase agreement;

iv. Zero-carbon or renewable fuel purchase agreement; or

v. 100% zero-carbon electricity rate options offered by the facility's community choice aggregator (San Diego Community Power (SDCP)) or electric utility.

a) *Onsite Renewable Energy Systems* are preferred over other acceptable zero-carbon or renewable sources.

b) Energy sources used must be 100% zero-carbon or renewable on an annual net basis. Sources for which the zero-carbon or renewable energy generation is matched to the time of consumption are preferred.

c) The zero-carbon or renewable energy generating source shall be a source which is classified as zero-carbon under the 100% Clean Energy Act of 2018 (S.B. 100) or recognized for credit by the California Renewables Energy Portfolio Standard, such as the following: photovoltaic systems; solar thermal power plants; geothermal power plants; wind turbines; hydroelectric plants; and fuel cells, turbines, or internal combustion engines powered by landfill gas or digester gas.

d) Fuel cells, turbines, or internal combustion engines powered by renewable energy sources may use nonrenewable energy sources only for incidental or emergency use when supply of the renewable fuel is temporarily disrupted and within the limitations on nonrenewable fuel use by such facilities described in the California Renewables Energy Portfolio Standard.

e) Off-site zero-carbon or renewable energy (including electricity and fuels) delivered or credited to the facility shall be subject to a legally binding contract to procure qualifying off-site zero-carbon or renewable energy. Qualifying off-site energy shall meet the following requirements:

i. The City shall sign a legally binding contract to procure qualifying off-site zero-carbon or renewable energy with a minimum duration of 20 years.

ii. The generation source shall be located where the energy can be delivered to the building or facility by the same utility or distribution entity, the California Independent System Operator, or the Western Electric Coordination Council.

iii. Exception: Purchase of 100% zero-carbon or renewable electricity from San Diego Community Power is acceptable without a long-term contract.

4. New and existing buildings and facilities, which obtain energy from onsite or off-site zero-carbon or *Renewable Energy Sources*, shall continue to use zero-carbon or renewable energy from that source or a replacement source throughout the life of the building/facility.

5. All municipal buildings and facilities not covered by the above requirements shall obtain 100% of their electricity and other energy, excluding emergency generation, from zero-carbon or renewable sources to the greatest extent feasible and cost effective as soon as is feasible, and in no case later than by 2035.

6. Projects that are not classified as *New Construction* or *Major Renovation* projects shall meet the following requirements:

   a) *Energy Retrofit* projects shall prioritize measures that result in the replacement of *Fossil Fuel Systems* used to meet space-conditioning loads and provide hot water with efficient all-electric systems.

   b) All *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all-electric systems upon the end of that system's useful life.

   c) No new *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, or any other non-emergency function shall be installed.

C. Electric Vehicle Charging

1. *New Construction* and *Major Renovation* projects with parking facilities for passenger and *Light Duty Vehicles* shall include *Electric Vehicle* charging infrastructure that meets the following requirements:

a) The parking facility shall include sufficient reserved parking spaces for the number of City-owned *Light Duty Vehicles* expected to be parked there overnight. *Light Duty Vehicle* fleet spaces shall be made *EV Ready Spaces* at the time of construction in a manner consistent with the approved light Fleet Charging Plan for the facility. In absence of an approved Fleet Charging Plan, every two parking spaces designated for overnight parking of City-owned *Light Duty Vehicles* shall be *Level 2 EV Ready Spaces* to achieve a vehicle charger ratio of 2:1.

b) At newly constructed buildings, parking lots, or parking garages, EV charging infrastructure requirements shall be designed to meet the requirements of CALGreen Tier 1. If any local, state, and/or federal code contains requirements more stringent than CALGreen Tier 1, *EV* charging infrastructure shall be designed to meet the more stringent code compliance requirements.

i. *EV* spaces accessible to the public or to employee private vehicles shall be connected to a separate electric panel and meter other than the panel and meter used for the City building and fleet charging.

D. GHG Emissions Reporting

1. All *New Construction* and *Major Renovation* projects larger than 1,000 square feet shall meet the following requirements:

a) Prior to submission of final building permit inspection, the architect or engineer of record shall submit to the City Manager or their designee, with a carbon copy to the Sustainability and Mobility Department Director, a GHG Emissions Compliance Report that includes:

i. Documentation of the applicable energy efficiency requirements under this Policy and energy modeling documentation that the *Proposed Design* meets the *Design Target*, or a completed *Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects* indicating the minimum number of points (25) has been achieved.

ii. An inventory of all *Fossil Fuel* consuming appliances and equipment and confirmation that space conditioning, hot water heating, and other non-exempt energy-consuming needs are met with all-electric systems and appliances.

iii. An estimate of the annual *GHG Emissions* associated with the project. The estimate shall be made in accordance with ASHRAE Standard 105, Section 7 using GHG emissions factors published by the EPA.

iv. A renewable energy assessment that identifies the zero-carbon or renewable energy sources that will be used to meet the energy needs of the building or facility.

E. Fossil Fuel Elimination Plans

1. By January 1, 2025, all AMDs shall submit a detailed *Fossil Fuel* Elimination Plan to the City Manager or their designee that identifies and prioritizes the strategies needed to eliminate *Fossil Fuel* combustion within each facility by 2035. This plan shall include:

a) The necessary actions, funding, and investments needed to eliminate Fossil Fuel Systems;

b) A timeline for substantial alterations and system replacement efforts;

c) Priority actions for system replacement efforts that have the greatest potential return on investment based on cost analysis that includes the cost of carbon emission impacts; and

d) Demonstration that the plan achieves at least a 50% reduction of the department's direct *GHG Emissions* from *Fossil Fuel* combustion relative to 2019 levels by January 1, 2030 and 100% reduction by January 1, 2035.

2. All AMDs shall submit a report by January 1, 2026, to the City Manager or their designee and each year thereafter documenting their progress made in *Fossil Fuel* elimination. This annual report shall include an update to the *Fossil Fuel* Elimination Plan reflecting documented progress and remaining work.

F. Fleet Charging Plans

1. By January 1, 2026, all AMDs shall submit a detailed Fleet Charging Plan to the City Manager or their designee that identifies and prioritizes the strategies needed to transition *Light Duty Vehicles*, *Medium Duty Vehicle*s and *Heavy Duty Vehicles* to *EV*, in order to support electrification of all City-owned *Light Duty Vehicles* and 75% of City-owned *Medium Duty Vehicles* and *Heavy Duty Vehicles* by 2035.

2. The Fleet Charging Plans shall identify prospective charging locations for all City-owned vehicles that park overnight at prioritized facilities managed by the respective AMD. For each facility, these plans shall include:

   a) The necessary actions, funding, and investments needed to electrify vehicles.

   b) A list of all City-owned vehicles organized by vehicle classification of *Light Duty Vehicles*, *Medium Duty Vehicles* and *Heavy Duty Vehicles*, which use the facility as their primary parking location or otherwise use the facility as an overnight parking location. The list shall include the AMD's vehicles as well as any vehicles from other departments that normally park at the facility.

   c) An assessment of the number, type, and power level of *EVSE's* most suitable for the location. The assessment is based on the daily mileage, cost, and charging requirements in terms of Vehicle per Port ratio for each vehicle.

   d) A timeline for installation of *EVSE*.

   e) Potential locations for the installation of *EVSE*.

3. All AMDs shall submit an update to the Fleet Charging Plans by January 1, 2027, to the City Manager or their designee and each year thereafter documenting progress made in installing vehicle chargers for their department's fleet and work remaining.

G. Leased Properties

1. All new leases and lease renewals of City-owned buildings and land (i.e., leases where the City is the landlord) that require Council approval shall include in the terms and conditions Policy provisions that apply the following requirements at all leased buildings and land.

a) The lessee is required to obtain for leased buildings and facilities 100% of electricity and other energy, excluding emergency generation required by local, state, or federal code, from zero-carbon or renewable sources no later than by 2035.

b) All leases shall meet the following requirements:

i. *Energy Retrofit* projects shall prioritize measures that result in the replacement of *Fossil Fuel Systems* used to meet space-conditioning loads and provide hot water with efficient all-electric systems.

ii. All *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all-electric systems upon the end of that system's useful life and in no case later than by 2035, regardless which party maintains the systems (i.e. City or lessee).

iii. No new *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, or any other non-emergency function shall be installed.

c) GHG Emissions Reporting

i. For all *New Construction* projects larger than 1,000 square feet completed after the incorporation of this Policy into the lease agreement:

a. Prior to submission of final building permit inspection, the architect or engineer of record shall submit to the City Manager or their designee, with a carbon copy to the Sustainability and Mobility Department Director, a GHG Emissions Compliance Report that includes:

1. Documentation of the applicable energy efficiency requirements under this Policy and energy modeling documentation that the *Proposed Design* meets the *Design Target*.

2. An inventory of all *Fossil Fuel* consuming appliances and equipment and confirmation that space conditioning, hot water heating, and other non-exempt energy-consuming needs are met with all-electric systems and appliances.

3. An estimate of the annual *GHG Emissions* associated with the project. The estimate shall be made in accordance with ASHRAE Standard 105, Section 7 using GHG emissions factors published by the EPA.

4. A renewable energy assessment that identifies the zero-carbon or renewable energy sources that will be used to meet the energy needs of the building or facility.

d) Exemptions

i. Facilities which use an onsite source of renewable gas (limited to landfill gas and wastewater treatment plant digester gas) for digester heating, renewable electricity generation, or other essential functions may use nonrenewable gas at times when the supply of renewable gas is disrupted.

ii. Flares at landfills, wastewater plants, and similar facilities may use supplemental natural gas to the extent necessary to meet air quality regulations.

iii. Industrial facilities such as landfills, pump stations, and treatment plants because their energy consumption is determined by industrial process factors which are not proportional to their floor area.

e) Exceptions

Lessees can follow the exception process outlined in section I. below if a portion of Council Policy 900-03 cannot be met.

2. If the City has been leasing City-owned buildings or land to a specific tenant since before January 1, 2024, and if the City proposes to grant a time extension or a new lease to that same tenant effective on or after January 1, 2024, that will require Council approval, the City Manager or their designee may propose to revise or omit specific provisions of this Policy when negotiating the lease terms on a case by case basis if the City Manager or their designee determines that the tenant has presented compelling reasons for the revision or waiver.

H. Exemptions

1. Projects to construct or provide emergency shelter are exempt from all requirements of this Policy, except buildings shall procure their electricity from a zero-carbon or renewable source, such as through qualifying options offered by San Diego Community Power.

I. Exceptions

1. An exception from portions of Council Policy 900-03 can be requested if part of Council Policy 900-03 cannot be met. A memo requesting the exception and providing justification is needed to make a formal request for an exception. The Asset Managing Department or the Lessee shall submit the memo to the City Manager or their designee, with carbon copy to the Sustainability and Mobility Department Director. The request shall be approved or denied at the sole discretion of the City Manager or their designee. Once the request is approved or denied by the City Manager or their designee, the AMD or Lessee will be informed via email.

2. On an annual basis, staff shall report to City Council the number of projects approved for exception from the policy, accompanied by a brief description of each exception.

3. It is the expectation of this Council that exceptions are rare and well documented. Approval of an exception should include a plan and a timeline to resolve the exception before the Climate Action Plan target date. The plan and timeline should be included in the annual monitoring report to Council on policy implementation.

J. Effective Date

This Policy shall apply in full to *all* applicable projects after the passage of the Policy update.

REFERENCES:

- California Department of General Services Zero Net Energy - https://www.dgs.ca.gov/OS/Resources/Page-Content/Office-of-Sustainability-Resources- List-Folder/Zero-Net-Energy
- California Zero Code - https://zero-code.org/wp-content/uploads/2018/09/ZERO-Code- California.pdf
- 2019 CalGreen - https://codes.iccsafe.org/content/CAGBSC2019/cover
- ASHRAE Standard 105 (Methods for Determining, Expressing, and Comparing Building Energy Performance and Greenhouse Gas Emissions) - https://webstore.ansi.org/standards/ashrae/ansiashraestandard1052014
- International Organization for Standardization (ISO) standard 14025 - https://www.iso.org/standard/38131.html
- International Organization for Standardization (ISO) 21930 - https://www.iso.org/standard/61694.html
- European Standard (EN) 15804 - https://www.en-standard.eu/csn-en-15804-a2-sustainability-of-construction-works-environmental-product-declarations-core-rules-for-the-product-category-of-construction-products/
- Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects

HISTORY:
"Zero Emissions Municipal Buildings and Operations Policy"
Adopted by Resolution R-314377 – 10/11/2022
Amended by Resolution R-315940 – 12/19/2024

Prescriptive Energy Efficiency Measure Menu for Major Renovation Projects

The list below includes prescriptive energy efficiency measures for existing building major renovations that must meet CP 900-03 (ZEMBOP) requirements, as an alternative to demonstrating compliance by way of conducting a Title 24 Part 6 energy model and/or calculating an EUI.
To ensure compliance, show the project receives 25 or more points.

	B	C	D	E	F	G
4	INSTRUCTIONS: In Column F, please indicate selected measures/point values from the list to achieve 25 minimum points. Measures that already exist in the facility can be included in the total. All projects should include at least one measure from each category.			**AVAILABLE POINTS**	**POINTS APPLIED TO PROJECT**	**Provide brief description of how each measure selected is included in project.**
5	**Measure**	**Description**	**Detail**	**60**	**0**	
6	**Building Envelope Improvement**			**16**	**0**	
7	Insulate all exterior walls (U-Factor)	Enhance building efficiency by insulating exterior walls, including stud walls, with at least 1” of rigid insulation to prevent thermal bridging and air gaps; apply this strategy to masonry and curtainwall systems, prioritizing code compliance, thermal continuity, water drainage, air barrier repair, and eco-friendly insulation for sustainability.	**Stud walls of any type (metal stud or wood stud in any configuration)** •If uninsulated between the studs, fill the stud cavities with insulation, via a blown-in or pressure-blown process from the interior or exterior by punching access holes and repairing them after cavities are filled. •If there is no existing continuous insulation, apply rigid insulation of 1” minimum to the studs or to the sheathing on the exterior side of the wall. oRemove the cladding of the wall, apply the insulation, ensuring no air gaps between any existing cavity insulation and the rigid insulation, then replace the cladding to meet new wall measurements and impacted window and other transition detailing at corners, roofline, and grade-level. oThis is also applicable in panelized cladding and rainscreen systems including metal, stone, composite, or phenolic resin panels. **Existing masonry walls** •If the exterior beauty of an existing mass/masonry building needs to be preserved, apply semi-permeable rigid or open-cell spray insulation tight to the interior side of the wall. oTo ensure continuity at floor levels and at ceiling or roofline transitions, install cut pieces of semi-permeable rigid or use an open-cell spray foam or properly installed batt such as mineral wool between joists and rafters. oRepoint exterior masonry/mass walls and repair all cracks/damage to reduce water damage and freeze/thaw issues. •If the exterior is not visually worth saving, use an over-cladding approach. oInstall an insulated panelized system pre-manufactured off-site, or - oProvide furring and rigid insulation, with an added finish cladding layer. oEnsure no moisture will be trapped behind this over-cladding. **Curtainwall systems** •If replacement is an option, do so with a better performing system, and ensure transitions to other materials provide continuity of insulation and are appropriately sealed. •If the curtainwall is to be maintained, provide thermal break through removal and additional of material separation of the attachment elements. •If the renovation includes reduction of curtainwall area, replace those areas with opaque wall systems of at least code-compliant performance. •If curtainwall remains, increase of areas of spandrel panel, and add insulation to the spandrel panels. **In all cases:** •Additions to Existing Buildings should follow building code and energy code compliance measures. •Ensure a continuous thermal layer, with complete transitions around corners and when changing material planes or materials themselves. •Make sure there is the ability for water to drain (e.g. window sills) and that the wall can dry to at least one side of the wall. •Identify the air barrier system, repair it (see sections on sealing walls), and ensure continuity to new air barrier in renovated aspects of the wall. •Prioritize low Global Warming Potential (GWP) blowing agents in any rigid insulations or spray-foam applications for environmental alignment.	2		
8	Increase Attic Insulation , or Increase Roof Insulation	Insulate the attic or roof using continuous insulation, aiming for at least R-35 above or R-60 below the sheathing; for flat roofs with parapets, address drainage and consider cool-roof options, and for sloped roofs, insulate unconditioned attics tightly connecting to wall insulation, while conditioned attics require insulation on the roof sheathing and rafters with thermal breaks if exposed.	If there is no insulation at the roof or ceiling planes, provide continuous insulation to reach R-35 above the sheathing layer, or R-60 below the sheathing and in-between structural elements OR provide insulation above the ceiling to meet R-60. Do not do both. **Flat Roof with Parapets** Provide insulation at the roof sheathing level to support the complete conditioned space. •If placing or repairing insulation above the roof structure and sheathing - oEnsure there is drainage slope to parapet scuppers or internal roof drains. oIf repairing, remove all wet spots thoroughly and completely fill them with comparable insulation before adding insulation above. oChoose a cool-roof membrane option, when possible. A higher SR (solar reflectance) is better. •If installing the insulation under the roofing sheathing - oEnsure the batt, spray foam, or rigid insulation applications stay tight to the underside of the roof sheathing and tight to the roof joists or rafters. oUse spray foam or similar material to eliminate gaps and improve tightness especially at transition to walls. **Sloped-roof with overhangs and either cold or conditioned attic spaces.** If the attic or dead-space above the ceiling is unconditioned - •Ensure the ceiling plane provides an air barrier between the conditioned area and the cold space by sealing around any penetrations, including light fixtures, wires, and all tops of walls that pass through the ceiling “lid”. •Provide blown-in cellulose insulation, mineral wool, open-cell spray foam, or other at the cold side of the ceiling structure, keeping insulation tight to any rafters, joists, or other impeding structures or mechanicals. •Insulation plane should connect to the wall insulation at roof/wall connection. •Vented unconditioned spaces may require installation of baffles to maintain open vents at eaves. If the attic is conditioned, or the space is open to the underside of the roof (cathedral) - •Install insulation tight to the roof sheathing and between the rafters or fully encapsulating the rafters. The insulation must not fall away from the underside of the roof sheathing surface over time. •If rafters are exposed to the interior, best practice is to provide a thermal break between rafters and sheathing or install a 1” layer of rigid insulation above the roof sheathing and under the roof finish material.	4		
9	Minimize Thermal Bridging	Minimize heat loss by keeping decks, porches, and canopies separate from the main building or using thermal breaks. Insulate and cover structures outside the building, and if not, internally seal and insulate up to 2 feet around them. Additionally, add 1-inch continuous insulation outside stud walls under exterior cladding to reduce heat transfer.	•Ensure any addition of decks, porches, and decorative canopies or roof are structurally separate from the main building or include detailing with thermal breaks. •Where structure penetrates the building thermal envelope, insulate, and cover the exposed structure if possible. If not possible, seal internally at the penetration, and insulate to 2’ from the penetration. •Provide 1” continuous insulation on the outside face of stud walls under exterior cladding.	2		

	B	C	D	E	F	G
10	Improve Air Barrier	Improve building's air barrier by sealing gaps, cracks, and openings in walls, including around pipes and wires. Fix control joints in masonry, add weatherstripping to doors and windows, and ensure a continuous air barrier at transitions like floors and walls by sealing gaps and fitting insulation tightly to structural elements.	•If the air barrier is the interior wall surface, seal all joints, cracks, and holes including nail holes for picture hanging and mouse holes. Seal all penetrations for piping, ducts, or wires, with caulk, sealants, or gaskets. Repaint as needed. •If the wall system includes interior exposed masonry or stone, repair all control joints and expansion joints. •Provide weatherstripping at all doors and windows and caulk the interior casings for doors and windows. •Most existing buildings do not provide air barrier continuity past floors or at wall to roof transitions. If possible, open up these areas and improve air barrier continuity by installing insulations tight to the structural elements and to the rim joists, and sealing gasp as possible. •Once large gaps and penetrations are managed, consider using an aerosolized application system from inside the space to airseal completely.	4		
11	Install Cool Roof	When changing roofs, make sure the Solar Reflectance meets standards, and for green roofs or solar panels, consult a Structural Engineer to confirm the building can support the extra weight, varying from 4 to 30 pounds per square foot.	•When replacing roofing membranes or sloped-roof finishes, meet or exceed the SR levels of xxx •If installing a vegetated roof or roof-installed PV panels, consult with a Structural Engineer to ensure the existing building structure is sufficient for the added weight of 4-30 pounds per square foot? for even extensive vegetative roofs (low soil).	2		
12	Improve Fenestration Efficiency (Doors + Windows)	Enhance door and window efficiency by addressing issues, using thin film or heat-control panels, adding storm windows, and considering shading. When replacing windows, choose energy-efficient options, consider Passive House certification, and select Casement or Awning styles with attention to Solar Heat Gain Coefficient and optimal placement for wind and rain patterns.	**If existing fenestration is to remain -** •Repair any broken or loose glazing, loose frame corners, or gaping casings. •Apply thin film to control heat gain and glare or interior translucent panels to reduce heat transfer. •Install interior or exterior storm windows, which add a complete air film layer to the system. •Design and install exterior architectural elements for shading, such as awnings, horizontal or vertical sunscreens, or working shutter systems. •See also improved air barrier section. **If windows are being replaced –** •New windows should meet energy code window performance requirements. •Consider Passive house certified windows and reduction of overall window wall ratio (to below 30%) if appropriate. •Consider adjusting SHGC for the actual solar exposure of each side fo the building. •Select windows that are Casement or Awning operations for tighter fit and consider wind patterns and rain patterns for best placement.	2		
13	**Efficient Interior and Exterior Lighting and Controls**			**18**	**0**	
14	Reduce Interior Lighting Power Density	Enhance interior lighting efficiency with sensors for automatic shutoff, energy-efficient CFL or LED lamps, and controls for daylighting and occupancy; opt for LED fixtures with built-in wireless sensors for efficient activation and consider a design review for improved comfort, usability, and energy efficiency.	**Existing Interior Lighting –** •Provide Vacancy sensors in all spaces called out in energy code. These have manual on and then auto-off at set time limit when room is vacant. •Swap out lamps or lamp/ballast for improved LED lamps. •Provide daylighting and occupancy controls where applicable. •Circuit (wirelessly) to allow 50% off in even distribution or though dimming. **For Interior new fixtures -** •Select LED fixtures with fixture integrated sensors and controls that are wirelessly activated and grouped. •Perform design review to use layered overall lighting, task lighting, and accent lighting for better comfort, usability, and energy efficiency.	4		
15	Install Occupancy Controls	Install occupancy controls with vacancy sensors in all spaces, following energy code guidelines, to automatically turn off lights when rooms are empty, and explore wireless circuitry options for 50% dimming or complete light shutdown, including fixtures with built-in sensors for efficient lighting management.	•Provide Vacancy sensors in all spaces called out in energy code. These have manual on and then auto-off at set time limit when room is vacant. •Circuit (wirelessly) to allow 50% off in even distribution or though dimming. •Select fixtures with fixture integrated sensors and controls that are wirelessly activated and grouped.	4		
16	Install Daylighting Controls	Install daylighting controls by incorporating either dedicated controls where applicable or selecting new fixtures with integral sensors and wirelessly activated controls, enabling 50% dimming or turning off lights evenly.	•Provide daylighting controls where applicable or select new fixtures with integral sensors and controls that are wirelessly activated and grouped •Circuit (wirelessly) to allow 50% off in even distribution or though dimming.	2		
17	Reduce Exterior Lighting Lighting Power Density (LPD)	Reduce Exterior Lighting Power Density by using timers and motion sensors for existing lighting, and prioritize night sky labelled LED fixtures with timers and motion sensors for new fixtures, enhancing energy efficiency and safety.	Existing Exterior lighting – •Provide hour/day schedule timers for reduced or shut off lighting off-hours. •For parking areas, provide offset lighting schedule with motion sensors for EE and safety. For Exterior new fixtures – •Find night sky labelled fixtures to ensure all lighting goes where it is needed. •Select LED fixtures. •Provide hour/day schedule timers for reduced or shut off lighting off-hours. •For parking areas, provide offset lighting schedule with motion sensors for EE and safety.	2		
18	Increase Line-Voltage Efficiency	Improve line-voltage efficiency by installing current limiters in line-voltage track lighting systems and implementing a voltage smoother at the central electrical service for comprehensive building-wide voltage control.	•Install current limitors in line-voltage track lighting systems. •Install voltage smoother at central electrical service for full-building voltage control.	3		
19	Interior Lighting Plugloads	Install low power state controls and/or Schedule Timer Control Devices	Install low power state controls and/or Schedule Timer Control Devices	3		
20	**HVAC Improvement**			**20**	**0**	
21	Install High Performance Hot Water Heating	Upgrade water heating with efficient heat pump systems, particularly air-source heat pump water heaters that don't use conditioned air from the building, except for exhaust. In specific areas, consider electric resistance heat pumps for added efficiency.	•Select heat pumps to meet all service water heating requirements. •Air-source heat pump water heaters are not permitted to draw conditioned air from within the building, with the exception of exhaust air that would otherwise be expelled to the exterior. oElectric resistance HP may be more efficienct in specific point-of-use spaces.	4		

	B	C	D	E	F	G
22	Improve HVAC Equipment Efficiency	Boost HVAC efficiency by auditing existing systems, planning upgrades, and for new systems, use variable speed compressors and electric heat pumps surpassing minimum efficiency standards by 10%.	**Improve Existing Systems** •Phase 1 - Perform Retro Commissioning process to identify efficiency improvements and establish continual improvement methodologies. •Phase 2 - create upgrade plan for facility **New Systems** •Design the system or select equipment with variable speed compressors or variable frequency drives. •Select electric heat pump equipment. oSurpass the minimum heating efficiency standards by 10%, and 10% improvement above the minimum requirements for cooling and heat rejection efficiency.	6		
23	Upgrade HVAC Controls	Improve HVAC controls by setting a weekly schedule, adjusting operational settings twice a year, and if possible, allowing remote access via a wireless interface for easier monitoring and control by facility managers.	•Provide seven-day schedule functionality •Program controls for operational parameters fo the facility, and schedule retuning of programming 2xper year. •Preferred - remote access through a wireless interface, enabling facility managers to control and monitor performance from any network-enabled device. •Follow ASHRAE Guideline 36 for controls programming	4		
24	Upgrade Ventilation System	Enhance ventilation by installing an Energy Recovery System (ERS) or choosing a balanced system. Ensure the incoming and outgoing airflow is closely matched, with a maximum difference of 15%. Don't forget to include controls for the Energy Recovery System.	•Install an Energy Recovery System (ERS) or opt for a balanced ventilation system, ensuring that the supply airflow rate closely aligns within 15% with the exhaust airflow rate •Include controls on ERS	2		
25	Meet Fan System Design Conditions	Ensure fan systems meet design conditions by using separate motors for applicable fans, connecting them to the Building Management System (BMS), and integrating with Variable Frequency Drives (VFDs) along with comprehensive controls and programming.	•Provide motors distinct from packaged equipment for fans where applicable, with connection to BMS (Building Management System) •Ensure integration with Variable Frequency Drives (VFDs) and all controls and programming	1		
26	Install Dedicated Outdoor Air System (DOAS)	Install DOAS with Energy Recovery unless demand control measures are in place	•Install DOAS with Energy Recovery unless demand control measures are in place	1		
27	Efficient Refrigerants (Airflow and Refrigerant Charge Verification)	Ensure correct and consistent airflow in HVAC system with annual retuning.	•Ensure correct and consistent airflow in HVAC system with annual retuning.	2		
28	**Efficient Appliances**			**6**	**0**	
29	Install Energy Star Appliances (all that apply)	Switch to energy-efficient appliances meeting Energy Star standards, covering electronics, office equipment, heating and cooling, lighting, water heaters, and more; also, boost efficiency by implementing Computer Power Management and Plug Load/Plug Controls.	•Purchase equipment meeting Energy Star certification standards whenever available. » Electronics » Office equipment » Commercial food service equipment » Heating and cooling equipment » Lighting » Water heating » Residential dishwashers » Residential clothes washers •Implement Computer Power Management and Plug Load / Plug Controls.	3		
30	Reduce Refrigerant Leakage	Reduce refrigerant leakage by installing accessible piping for leak detection and repairs, and establish a Refrigerant Management Policy.	•Install piping containg refrigerants to be accessible for leak detection and repairs. Create Refrigerant Management Policy	2		
31	Appliance Plugloads	Ensure appliances have power management features to maximize efficiency for user controls.	Ensure appliances have power management features to maximize efficiency for user controls.	1		

EXHIBIT C

SUSTAINABLE BUILDING POLICY COUNCIL POLICY 900-1

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: December 19, 2024

BACKGROUND:

The passage of the California Global Warming Solutions Act of 2006 (Assembly Bill 32) and other pivotal legislation and policy in California — such as the establishment of statewide energy efficiency goals (AB 2021), Low-Income Energy Efficiency statutes, the Governor's Green Building Executive Order, the California Energy Commission Integrated Energy Policy Report (2007), and the CA Public Utilities Commission (CPUC) Strategic Plan (2008)— creates an environment where energy efficiency efforts must not only continue to thrive but scale up at unprecedented levels. The four specific programmatic goals, known as the "Big Bold Energy Efficiency Strategies," established by the CPUC include:

1. All new residential construction in California will be zero net energy by 2020;

2. All new commercial construction in California will be zero net energy by 2030;

3. Heating, Ventilation and Air Conditioning (HVAC) will be transformed to ensure that its energy performance is optimal for California's climate; and

4. All eligible low-income customers will be given the opportunity to participate in the low income energy.

The 2003 update of 900-14 requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. The City of San Diego General Plan (2008) and the City of San Diego Climate Protection Action Plan (2004) formalize the commitment to increase energy efficiency and the use of renewable energy. In order to achieve the goals in the CPUC Strategic Plan and the City's General Plan, more substantial requirements are needed as a bridge to zero net energy in 2020 (residential) and 2030 (commercial). To that end, the Sustainable Building Policy will be updated every three years to remain current with new State and Federal guidelines and local needs.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green and sustainable building practices and applies to new construction or major renovations that the City owns, occupies or leases. A major renovation is defined as an alteration or renovation to existing conditioned spaces that are 5,000 gross square feet or larger in area and require at least two energy building system changes. The site boundary for the scope of this Policy is the contract limit line of the work included in the Major Renovation project. (See Definitions, page 5-6.)

The Sustainable Buildings Policy shall recognize projects that are designed, constructed and operated using cost-effective innovative strategies and technologies that seek to achieve the following:

1. Avoid permanent adverse impact on the natural state of the air, land, and water;

2. Ensure a healthful indoor environmental quality;

3. Optimize social and economic benefits to the project and the community; and

4. Encourage occupant behavior, maintenance and operations that maximize conservation opportunities, reduce resource consumption and minimize wastes

Fiscal analysis using life cycle cost estimating is part of a "reasonable payback" determination for energy efficiency and renewable energy technology. Approved life-cycle cost estimating measures to be used include first-cost, incentives, operating expenses, and utility savings for proposed technology. This policy shall implement renewable energy strategies that provide a payback of less than 20 years.

STANDARDS:

1. City-owned, occupied or leased new construction and major renovation projects shall meet the requirements of the US Green Building Council (USGBC) Leadership in Energy and Environmental Design Program® (LEED®) for Silver level certification.

2. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall meet the energy efficiency requirements of San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

3. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall include or made ready for onsite renewable energy generation as required by San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

4. City-owned, occupied or leased new construction and facilities replacing plumbing fixtures shall use 20 percent less water than the baseline water consumption profile for interior non-process water uses.

5. City-owned, occupied or leased facilities shall use non--potable water for permanent irrigation to the extent possible.

6. City-owned, occupied or leased facilities shall comply with all stormwater development requirements in the Storm Water Management and Discharge Control Ordinance and the San Diego Municipal Code Land Development Manual Storm Water Standards for all projects.

7. City-owned, occupied or leased new construction or major renovation facilities shall comply with all elements of the Construction and Demolition Ordinance.

8. City-owned, occupied or leased facilities shall comply with all elements of the City Recycling Ordinance, and occupant recycling should include paper, corrugated cardboard, glass, plastic and metals at a minimum.

9. Cooling, refrigeration, or fire suppression equipment in new buildings or replacement of equipment in City-owned, occupied or leased facilities shall not use CFC-based products.

10. The following sustainable building measures are strongly encouraged for City-owned, occupied or leased new construction and major renovation:

    a. Incorporate enhanced commissioning and measurement and verification procedures for all facilities.

    b. Improve indoor air quality by reducing contaminants from all occupied spaces by using low-emitting volatile organic materials, including adhesives, paints, coatings carpet systems, composite wood and agrifiber products.

    c. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminates introduced into San Diego's rivers, bays, beaches and the ocean.

    d. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall strive to have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post-consumer recycled content materials.

    e. Prioritize the use and purchase of products that are manufactured, extracted, and assembled within the City of San Diego.

    f. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.

g. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well-being of the occupants. Newly constructed City facilities must show compliance with Federal and California IAQ standards by conforming to the latest published version of ASHRAE 62, Ventilation for Acceptable Indoor Air Quality standard.

h. Design and build to take maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

i. Provide sustainable lighting systems that use 5000 Kelvin lamps in conjunction with high efficiency program start ballasts integrated with occupancy sensors and day lighting systems. All lighting must exceed a Color Rendering Index of 80 CRI.

j. Outdoor lighting systems shall comply with local ordinances and utilize broad-spectrum lighting.

k. Buildings must use energy management systems that can be automatically accessed for demand response calls with the local utility.

IMPLEMENTATION:

1. All City departments shall be responsible for understanding the requirements for new construction and major renovations, and shall comply with the mandatory standards of the Sustainable Building Policy and seek to include as many voluntary measures as possible.

2. Engineering and Capital Projects Department, Development Services Department, and Environmental Services Department shall ensure, to the extent of their responsibility, that construction plans and implementation meet the mandatory standards.

3. The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement sustainable building, energy efficiency, and renewable generation in the community.

4. This Policy shall be reviewed and updated at least every three years to align with applicable codes, standards and technologies.

LEGISLATION:

The City supports State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, energy efficiency, and renewable technology.

Definitions Used In This Policy:

Build It Green: Build It Green (BIG) is a professional non-profit membership organization whose mission is to promote healthy, energy- and resource-efficient buildings in California. Supported by a solid foundation of outreach and education, Build It Green connects consumers and building professionals with the tools and technical expertise they need to build quality green homes. (Definition source: Build It Green.)

Baseline Water Consumption Profile: Baseline water consumption profile represents the average State of California water usage for commercial and residential buildings, as provided by the Department of Water Resources.

Conditioned Space: Part of a building where temperatures are controlled through heating or cooling.

Energy Consumption, Total Building: Total Building Energy Consumption is used for calculating a building's annual energy use as specified in the Alternative Calculation Methods Manuals for Title 24 compliance and is equivalent to the Energy Budget that is the maximum amount of Time Dependent Valuation (TDV) energy that a proposed building, or portion of a building, can be designed to consume. (Definition source: Title 24.)

Expedite: The permit will be reviewed by appropriate City staff in 75% of the standard time it takes for permit review.

GreenPoint Rated: GreenPoint Rated is a third-party rating system for homes and multi-family buildings based on a set of green building measures pulled from the Green Building Guidelines developed by Build It Green and used to evaluate a residence's environmental performance. (Definition source: Build It Green.)

LEED: The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council, representing all segments of the building industry, developed LEED and continue to contribute to its evolution using their guiding principles that provide the clarity and continuity, while also giving the system the flexibility to grow and respond to a rapidly changing market. (Definition source: USGBC.)

Major Renovation- City-Owned, Occupied or Leased Buildings: Alterations or renovations to existing conditioned spaces that are 5,000 gross square feet or larger in area and require at least two energy building system changes. The site boundary for the scope of this Policy is the contract limit line of the work included in the Major Renovation project.

Major Renovation- Private Sector Residential And Commercial Buildings: Alterations or renovations to existing conditioned spaces in residential buildings with more than 1,500 gross square feet or larger and require at least two energy building system changes, **OR** commercial buildings with more than 5,000 gross square feet or larger and require at least two energy building system changes.

New Construction- City-Owned, Occupied or Leased Buildings: New Construction includes newly constructed buildings that have never been used or occupied for any purpose. (Definition source: Title 24.) For purposes of this policy, New Construction is expanded to mean projects that are 5,000 gross square feet or larger in area. The site boundary for the scope of this Policy is the contract limit line of the work included in the New Construction project.

New Construction- Private Sector Residential and Commercial Buildings: New Construction includes newly constructed buildings that have never been used or occupied for any purpose. (Definition source: Title 24.) For purposes of this policy, New Construction is expanded to mean residential projects that are 3,000 gross square feet or larger in area **OR** commercial buildings that are 10,000 gross square feet or larger in area. The site boundary for the scope of this Policy is the contract limit line of the work included in the New Construction project.

Renewable Energy Technologies: Renewable energy potential technologies include solar, wind, geothermal, low-impact hydro, biomass, bio-gas technologies, and fuel cell technologies that do not use fossil fuels. (Definition source: USGBC). Other technologies that do not use refined fossil fuels may be considered on a project-by-project basis.

Reasonable Payback: Fiscal analysis using life cycle cost estimating is part of a "reasonable payback" determination for energy efficiency and renewable energy technology. -Approved life-cycle cost estimating measures to be used include first-cost, incentives, operating expenses, and utility savings for proposed technology. This policy shall implement renewable energy strategies that provide a payback of less than 10 years.

Title 24: Title 24, Part 6, of the California Code of Regulations is the Energy Efficiency Standards for Residential and Nonresidential Buildings in California. Established in 1978 in response to a legislative mandate to reduce California's energy consumption, the standards are updated periodically (usually every three years, at minimum) to allow consideration and possible incorporation of new energy efficiency technologies and methods. Energy efficiency reduces energy costs for owners, increases reliability and availability of electricity for the State, improves building occupant comfort, and reduces environmental impact. (Definition source: California Energy Commission.)

USGBC: The U.S. Green Building Council (USGBC) is a non-profit organization committed to expanding sustainable building practices. USGBC is composed of more than 15,000 organizations from across the building industry that are working to advance structures that are environmentally responsible, profitable, and healthy places to live and work. (Definition source: USGBC.)

REFERENCES:

- Council Policy 400-11, Water Conservation Techniques
- Council Policy 400-12, Water Reclamation/Reuse
- Council Policy 600-17, Affordable/In-Fill Housing and Sustainable Buildings Expedite Program
- Council Policy 900-06, Solid Waste Recycling
- Ordinance Number O–19420 N.S., Construction and Demolition Debris Diversion Deposit Program, Ordinance Number O–19694 N.S
- General Plan Update (2008)
- Equal Opportunity Contracting, Municipal Code 18173, sections 22.2701- 22.2702
- Non-Discrimination in Contracting, Municipal Code 18173, sections 22.3501-22.3517

HISTORY:
Adopted by Resolution R-289457 – 11/18/1997
Amended by Resolution R-295074 – 06/19/2001
Amended by Resolution R-298000 – 05/20/2003
Amended by Resolution R-305833 – 05/18/2010
Amended by Resolution R-314378 – 10/11/2022
Amended by Resolution R-315940 – 12/19/2024

EXHIBIT D

FACILITY MAINTENANCE GUIDELINE

THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: March 8, 2021

TO: Engineering & Capital Projects, Development Services, Real Estate Assets, Parks & Recreation

FROM: Hal Leggate, Senior Building Maintenance Supervisor, Real Estate Assets, Facilities Services Division

SUBJECT: FACILITIES STANDARDS AND SPECIFICATIONS GUIDELINE FOR NEW CONSTRUCTION FROM FACILITIES SERVICES DIVISION - UPDATE

The Facilities Standards Specification Guideline is provided as a tool for the construction, retrofitting, and/or repair of City of San Diego Facilities to ensure the installation of the proper equipment, using the correct methods so that building standards can be met effectively and efficiently once accepted into maintenance. The methods and equipment listed herein are provided by Facilities Services Division Carpentry, Electrical, HVAC, Lock, Paint, Plumbing, and Roofing Sections.

Respectfully,

Hal Leggate

Hal Leggate
Senior Building Maintenance Supervisor

Attachments: 1. Facilities Standards and Specifications Guideline for New Construction, March 2021

FACILITIES SERVICES DIVISION

STANDARDS AND SPECIFICATIONS GUIDELINE FOR NEW CONSTRUCTION

MARCH 2021

TABLE OF CONTENTS

1. **General Requirements** 2
2. **Thermal and Moisture Protection Roofing** 2
3. **Doors and Windows** 4
4. **Painting & Finishes** 11
5. **Fire Suppression and Supervisory Systems** 13
6. **Conveying Systems/ Elevators** 14
7. **Mechanical** 16
8. **Electrical** 25

1. **General Requirements**
    1.1. Facilities Services Division ("FSD") requires review of all plans or designs for new or improvement projects to City owned buildings. FSD should review all project submittals before approval by the design team. City Staff and consultants working on such capital projects should also contact FSD for building history and maintenance records, which will be of value during the design process.
    1.2. Project Officers or Resident Engineers are to complete and submit Facility Record Form: REA-111 to Auditors Department prior to project completion by contractor. **It is recommended this be done at 80% Project Completion.**
    1.3. Identified Funding or WBS numbers will be opened to FSD, Department 2113, before any plan review, project walk, or inspections can take place.
2. **Thermal and Moisture Protection Roofing**
    2.1. Roof Material and Specifications on ¼" to 3" Per Foot Roof Slope.
        A. No gravel roofs are to be installed on any City Facility
        B. Exterior gutters are to be used in place of internal or boxed in gutters
        C. Drip edge metal flashings should be installed over the edge of the gutter
        D. The gutter should be sloped to the down spout.
    2.2. Acceptable Roof Types:
        A. Option 1: Built-Up Roofing ("BUR") System Procedures, Specifications and Requirements Facilities Division uses a Class "A" four-ply mineral surfaced fiberglass built-up roof system. The first ply is a fiberglass base sheet that may be nailed or mopped in place with hot asphalt. The following plies consist of two layers of glass ply mopped in place. The final layer is one Ply of hot mopped Mineral Surfaced Modified SBS Bitumen Cap sheet product with a Fire-Retardant rating. Roofing system shall meet Title 24 and Cool Roof Ratings.
            1. Installation specifications shall meet Manufacturers Application Instructions.
            2. When the roof is complete, there shall be four (4) layers of roofing material at all locations on the roof.
            3. All roof jacks will be primed and properly fastened in place
            4. All fasteners should be galvanized or suitable to application.
            5. Asphalt should meet American Society for the Testing of Materials ("ASTM") requirements and be applied at a minimum of 400 degrees
            6. All flashing and roof jacks should be minimum 24-gauge galvanized metal
            7. Roof drains will be cast iron with leaf strainer and minimum 3-inch outlet or comparable to existing.

8. All roof mastic will meet minimum International Code Council ("ICC") standard and asbestos free.
9. Cant strips will be installed at 90 degree roof to wall areas
10. All roof sheathing will be minimum 1/2-inch "CDX" rated plywood
11. All pipes and duct work will be supported off the roof with redwood blocks or pressure treated lumber.
12. All HVAC units will be lifted off their platforms and roofing material applied, and a minimum 24-gauge cap install on the platform, then the unit set back down.
13. All completed roof shall have designated walkway pads for future preventative maintenance.

B. Option 2: Torch Down Application Procedures, Specifications, and Requirements:
1. Facilities Division also uses a torch down application.
2. This system is designed to be applied with a propane torch.
3. Dibiten is the preferred brand name of this type material.
4. One minimum layer of 28-pound fiberglass base sheet is mechanically fastened.
5. A second layer shall consist of a mid-ply Dibiten-atactic polypropylene ("APP") Poly 4 smooth, and then a minimum one layer of Dibiten poly 4.5 FR granular modified bitumen membrane is torch applied with a minimum 4-inch lap and a minimum 6-inch end lap.
6. This product should be applied according to the manufacture's specifications and precautions for fire protection.
7. Roofing system shall meet Title 24 and Cool Roof Ratings.

C. Option 3: Single-Ply Membranes
1. Facilities Division also uses Single Ply membranes.
2. This system is designed to be applied with a heat welding application.
3. Single Ply roofing includes TPO and PVC. Membrane is suitable for use in all types of systems: Mechanically Attached, Ballast Applied, and or Fully Adhered.
4. TPO or PVC shall consist of a minimum of 60 Mil Membrane and Installed to Manufacturers Specifications.

2.3. Material for Roof with a Slope Greater than 3" per Foot:

A. Facilities Division uses a dimensional architectural grade shingle with a minimum 30-year guarantee.

B. Minimum 30-pound felt paper is applied on a new roof or one that has been removed and the shingles are to be applied to a plywood substrate.

C. If the shingles are to be applied over an existing shingle roof, the roof should be cleaned, any high edges of the old roof removed, and then a minimum of 30-pound underlayment felt applied before the new shingles are installed.

D. All roof shingles will be nailed with galvanized roofing nails with a minimum 7/8 inch for new roofs and 1 1/4 inch for re-roof.

2.4. Wood Shake Shingles: Wood shake shingles are not recommended in the City. In the event that there are no other options, Facilities Division requires that a medium grade wood shingle be used, and all wood shingles be treated with a Class "A" fire retardant coating.

2.5. Gutters: If gutters and down spouts are installed in new construction, gutters will be protected by leaf screens or approved methods to prevent leaf accumulation as well as splash blocks to prevent ground erosion and improper run off.

2.6. Roof Tie off Points: All new roofs will be equipped with proper tie off points for fall protection according to OSHA requirements.

2.7. Roof Workmanship Warranty: Workmanship Warranties shall be a minimum of 10 years.

2.8. All Flat roofs will be flood tested before the City will accept them into maintenance.

2.9. Any questions please contact Roofing Building Maintenance Supervisor, Martin Sorrell, at 619-525-8550

3. Doors and Windows

3.1. Doors and frames

A. All hollow metal doors will be 16ga exterior, 18ga interiors. Doors will be a honeycomb- core, full edge seam welded with sealed tops.

B. Exterior doors that swing out should have non-removable pin type hinges.

C. Double doors with panic exit devices should have a mullion between doors.

D. Wood doors should be wood stave core, minimum 1 3/4 in. thick by 3-0 x 7-0.

E. Door not to exceed 8-0 in height.

F. Door stiles should be wide enough to accommodate heavy-duty mortise type locks.

G. Steel frames (jambs) will be 14ga. galvanized exterior, 16ga. cold rolled interior. Reinforce all hinge pockets with additional hinge reinforcement straps for high traffic areas.

H. Provide roof overhangs at exterior doors or recess entries for weather protection.

I. Slope concrete walkways away from doors and set thresholds in mastics for exterior doorways.

J. Near coastal areas, and in other applicable corrosive environments doors and frames should be fiberglass.

K. All doors will have full mortised hinges, or a continuous hinge. Half surface hinges are not acceptable.

3.2. Storefronts

A. Storefronts should have minimum 4" framing and maximum size stiles.

B. Storefront doors should be minimum 1 3/4 inch thick by 3'-0 by 6'-8" or 7'-0".

C. Provide cylinders keyed to city wide system, (existing system is Best Access Systems)

D. Doors not to exceed 8’0” in. height.

3.3. Windows

A. Glazing for windows should be minimum 3/16" thick.

B. Operable windows should have secure locking devices and be as vandal resistant as possible.

C. Provide window screening for operable windows.

3.4. Hardware: These City of San Diego Door Hardware Specification Guidelines shall be followed for all construction. It remains the architect’s responsibility to coordinate these products to meet the applicable building codes, life safety codes, and ADA requirements.

3.5. The City of San Diego Lock Shop maintains the following hardware and is currently stocking replacement parts. The products listed herein are to be used without substitution on new construction and modernization projects unless products are listed in this package as an alternate.

Hanging Devices

Description	Manufacturer	Model/Series	Finish
Mortise Hinge	McKinney	55860 TA 2714 26D NRP at reverse bevel	US 32D
Alternate	Stanley		
Full Surface Hinge	McKinney	57717B TA2714 26D NRP. Use for retrofit doors	US 32D

Alternate	Stanley		
Continuous Hinge	Pemko	For high traffic doors	628
Alternate	Markar		
Pivot Hinge	Rixon	180 626 Offset Top Pivot M19 626	US26D
Alternate	Dorma	75120 626 Offset Top Pivot 75220 626 Intermediate Pivot	

Securing Devices

Description	Manufacturer	Model/Series	Finish
Mortise Lock Set	Best	45H x J Escutcheon lever as selected by	626

Lock Function	Room Type
A	Entrance Lock
R	Classroom Function
D	Storeroom Function
N	Passage
L	Privacy

Provide lock functions as required for project as appropriate. No Alternate

Lock Set	Best	93K x D Rose, lever as	626

	Selected by Architect
Lock Function	Lock Type
AB	Entrance Lock 9K37 AB 53 626
R	Classroom Function 9K37 RD4D 53 626
D	Storeroom Function 9K37D14D 53 626
N	Passage 9K30N14d 53 626
L	Privacy 9K30L14D 53 626

Provide lock functions as required for project as appropriate. No Alternate

Cylinders	Best	Mortise 1E74 x RP3 x cam	626
No Alternate			
Key System	Best	See bullets below	626

- Removable interchangeable core
- 7-pin Best "Patented/Standard" Existing Best key system
- 7-pin Best "Patented Peaks/CorMax" New Construction
- Best key system
- 2 keys per lockset
- All cylinder and cores must be manufactured by BEST
- All cores are to be keyed into the existing Best Master key system
- Provide all locksets and cylinders with construction cores for contractor use Permanent cores provided at project completion. No Alternate

Lock Function

Deadbolt Lock/single & cylinder 2 ¾" BS	8T37KSTK 626
Deadbolt Lock/single & cylinder 2 ⅜" BS	7T27KSTK 626

Exit Device	Precision	See bullets below	630

- 2100 Series Rim x 4900 Trim (single door)
- 2800 Series Concealed Vertical Rod
- 2300 Series Mortise
    - Use Escut. w/lever 4900 where applicable
    - Lever handle shall match lockset design
    - Exits with cylinder dogging at all non-rated devices
    - Provide "FL" fire rated devices at label openings No

Alternates

Flush Bolts	Trimco	See bullets below	626

- Use automatic flush bolts where required by fire code.
- Provide coordinator and brackets as required to meet fire door

Alternate	Rockwood	3917-12-626 Manual Flush bolts	626

Coordinator	Trimco	Mounting Brackets as required	600
Alternate	Rockwood		

Closing Device

Closer	LCN	See bullets below	689

- 4040XP RW/PA TBSRT
- 4040XP SHCNS TBSRT
- 1461 RW/PA TBSRT
- All door frames to be reinforced
- Provide 35-40-EN Binding Post Screws & Nuts as needed.

Alternate	Sargent		

Automatic Operators Electro-mechanical

Automatic Operator	Stanley	Magic Force Full Energy	689
	Dorma		689

Stops and Holders

Doorstop	Trimco	Allow for max swing of doors. Backing required at wall stops	630 626
Alternate	Rockwood		
Overhead Stop and Holder	Glynn & Johnson		630
Alternate	Sargent		

Accessories

Pull	Trimco		630
Alternate	Rockwood		
Push Plate	Trimco		630
Alternate	Rockwood		

Kick Plate	Trimco		630
Alternate	Rockwood		

Armor Plate	Trimco		630
Alternate	Rockwood		
Threshold	Pemko	Furnished as detailed on	628
Alternate			
Door Sweep	Pemko	345V	628
Alternate			
Smoke Seal	Pemko	S88 (verify color)	
Alternate			
Weather Seal	Pemko	303_S (at head/Jambs)	628
Alternate			
Astragal	Pemko	357 SP	600
Alternate			

Miscellaneous

Manual Key Control	Telkee	Aristocrat wall mounted AWC series Dual tag system. Key capability to accept all keyed locksets plus 50%
Stand Alone Electronic Lock	Schlage C100 Trilogy DL2700	626 626

3.6. Door and Frame Preparation: Before hardware installation, verify that all doors and frames are properly prepared to receive the specified hardware. Hollow metal frames shall be prepared for ANSI strike plates per A115.1-2 (4-7/8" high), hinge preps will be mortised and reinforced with a minimum of 10-gauge reinforcement material; minimum of 14-gauge reinforcement material for closer. Hollow metal doors shall be properly prepared and reinforced with a minimum of 16-gauge material for either mortised or cylindrical locks as specified. It is preferred that all hollow metal doors receiving door closers have 14-gauge reinforcement. If this is not possible, the use of binding post screws is mandatory. Wood doors shall be factory prepared to receive the scheduled hardware.

3.7. Hardware Installation:

A. The manufacturer's representative for the locking devices and closing devices must provide inspection and approve, in writing, prior to the installation of their product.
B. Hardware installed incorrectly must be reported to the architect prior to the architect final punch list
C. Deadbolts will be solid stainless steel (without internal riveted actuator), when deadbolt is extended 1", at least 2" will remain in the lock case.
D. All levers will be cast solid levers, hollow levers will not be allowed.
E. Cylindrical lock sets may be used only on interior non-high-traffic openings.
    1. Locks will have a replaceable sheer lug which when broken will disable the lever.
    2. Clutch mechanisms will not be allowed.
    3. Locks will have 7 pin interchangeable cores.
    4. Cylindrical locks are not to be used on exterior doors.
F. All doors and hardware must meet Americans with Disabilities Act and Title 24
G. Approved manufactures are Best Access Systems or Folger Adams with Best Lock.
H. Doors in the following locations will have locks which are ANSI series 1000 Grade 1 SECURITY and Grade 1 OPERATIONAL. Locks will meet UL 437 requirements.
    1. Rooms with narcotics
    2. Doors with access to an armory
    3. Exterior doors for Police facilities
    4. Exterior doors for Court facilities
    5. Doors to Judges Chambers
    6. Any exterior door which could be in a remote location or subject to high vandalism.

3.8. Keys and keying

A. All cylinders will be Best 7-pin, interchangeable core and keyed into an existing factory- registered Grand Master key System. All seven pins to be operational.
B. Furnish permanent cores to City Lock shop for final installation unless provided by manufacturer.
C. Temporary cores (construction cores) will be installed by Contractor for security purposes. Temporary cores will be keyed alike and interchangeable with Best cores. Cores provided by manufacturer.

D. Contractor will provide to the City Lock shop copies of Control key and Operating key upon completion.
E. All keys and cores will have visual key control.
F. All keys will be stamped "City of San Diego", and "Do Not duplicate".
G. The Electric Meter Room will have SDG&E lock installed. The cylinder will be keyed to Schlage keyway VTQP AA-10. Three keys are provided with lock. All keys are to be turned over to the City of San Diego Lock shop at completion of the project. The contractor will obtain lock from any contracted SDG&E Locksmith for installation.

3.9. Access Control: Facilities Division has no responsibility or vendor recommendation for these security systems. These systems will be maintained by building occupant or department.

3.10. Any Questions, Please Contact Carpenter Supervisor Martin Sorrell 619-525-8550 or Lock shop at 619-525-8552

4. Painting & Finishes

4.1. All work will be done in accordance with all applicable codes and regulations.

4.2. All work will entail the highest degree of craftsmanship as it pertains to the preparation, and application processes.

4.3. All surfaces to be coated will receive no less than one complete coat of highest quality, compatible primer and two coats of highest quality, compatible finish material.

4.4. On most projects and where required, Brick and Masonry surfaces at ground level or where accessible, will receive a non-sacrificial Anti-Graffiti coating.

4.5. Non- Sacrificial Anti-Graffiti coating – prevents typical damages often seen when attempting to remove graffiti spray paints and marker inks from wall paints, and on all wall materials. Application per manufacturers' instructions

4.6. Flat paints and finishes will only be used for ceilings, and other areas that are permanently out of reach. Exceptions may be made upon review.

4.7. Doors will be coated with finishes providing a final sheen of semi-gloss or greater.

4.8. Painting of steps and stairways shall meet ADA and all Safety codes.

4.9. All primers will be of the highest quality and the correct product for the intended application.

4.10. Before removal of paint on older facilities, facility shall be tested for lead and or asbestos.

4.11. All projects upon completion shall have walkthrough and punch list shall be completed before sign-off of any project.

4.12. All coatings used will conform to the following guidelines:

A. Acrylic/Latex, water base paints products will be:

1. Acrylic resin
2. Ethylene glycol (EG) free
3. Tinted with 100% VOC free tints
4. No less than 35% solids by volume (± 2%) and 57% volume by weight (± 2%).
5. No less than 20 % prime pigments
6. All paints will have anti-microbial qualities
7. Max VOC = 40 g/l

B. Oil based enamels Products will be:
1. Ethylene Glycol free
2. Silicone Alkyd resin
3. Tinted with 100% VOC free tints
4. No less than 45% solids by volume (± 2%) and 64% volume by weight (± 2%).
5. No less than 24 % prime pigments
6. Max VOC = 380g/l

C. Waterborne Acrylic Urethane Products will be:
1. Ethylene Glycol free
2. Acrylic Urethane resin
3. Tinted with 100% VOC free tints
4. No less than 40% solids by volume (± 2%) and 51% volume by weight (± 2%).
5. No less than 19 % prime pigments
6. Max VOC = 0 g/l

D. Waterborne Alkyd Enamel Products will be:
1. Ethylene Glycol free
2. Waterborne Alkyd resin
3. Tinted with 100% VOC free tints
4. No less than 42% solids by volume (± 2%) and 55% volume by weight (± 2%).
5. No less than 23 % prime pigments
6. All paints will have anti-microbial qualities
7. Max VOC =50 g/l

E. Production grade materials are NOT acceptable

4.13. Submittals shall be reviewed and approved by City paint shop or facilities staffs before materials are ordered.

A. Before removal of paint on older facilities, facility shall be tested for lead and or asbestos.

B. All projects upon completion shall have walkthrough and punch list shall be completed before sign-off of any project.

4.14. Any Questions, Please Contact Paint Building Maintenance Supervisor, Leon Hawkins, at 619-525-8585

5. Fire Suppression and Supervisory Systems

5.1. Fire Detection and Alarm Systems

A. Fire Alarm Systems
B. Smoke Detectors
C. Heat Detectors
D. Flame Detectors
E. Manual Station, Bells, AMD Horns
F. Voice Alarm Systems
G. Radio Alarm Systems
H. Telegraph Systems

5.2. Automatic Sprinkler Systems

A. Wet pipe sprinkler system
B. Dry pipe sprinkler system
C. Deluge sprinkler system
D. Pre-action sprinkler system (Not Recommended)
E. Water Spray Systems
F. Foam Water Sprinkler Systems
G. Standpipe and Hose Systems
H. Fire Pumps
I. Water Supply Systems
J. Fire Hydrants
K. Fixed Dry Chemical Extinguishing Systems
L. Halogenated Agent Extinguishing Systems
M. Carbon Dioxide Extinguishing Systems
N. Portable Fire Extinguisher
O. Fire Doors and Dampers

5.3. Design requirements can be found in the following codes:

A. National Fire Protection Association (“NFPA”)
B. Occupational Safety and Health Administration (“OSHA”)
C. Basic Building Code (“BOCA”)
D. Standard Building Code
E. Uniform Building Code (“UBC”)

5.4. Inspection Testing and Maintenance see:

A. NFPA Inspections, testing and, maintenance manual for details and references.
B. All Inspections, testing, and maintenance should have:
C. Visual Inspection
D. Test
E. Maintenance
F. Record Keeping on appropriate forms and copies of each
    1. Annual TEST + MAINTENANCE FORM
    2. Semi-Annual TEST + MAINTENANCE FORM
    3. 5-Year TEST + MAINTENANCE FORM

G. Copies must be sent to:

    1. Local Fire Marshall (Mail Station 603)
    2. Building Manager or Facilities Division Coordinator
    3. FSD, Fire Suppression Coordinator (Mail Station 20)

5.5. Any questions please contact Project Officer, Luis Echevarria, Jr., at (619) 525-8583

6. Conveying Systems/ Elevators

6.1. Proprietary equipment of any elevator/escalator equipment will not be allowed in City conveyance system.

6.2. Diagnostic Tools and Software Manual:

A. Should elevator/escalator controls require special maintenance equipment or tools, the elevator contractor will provide to the City, all required diagnostic tools and all supporting software documentation required for the complete maintenance of the control and dispatch system and all related elevator/escalator parts. Periodic upgrades and/or calibrations to the diagnostic tools will be provided as required. Elevator contractors will identify and list the type and description of function of the diagnostic tool(s) and control components requiring such tools and submit to the City before acceptance of the elevator/escalator.

B. Diagnostic tools, whether hand-held or built into the control system, will not require recharging or reprogramming. Should recharging, re-calibrating, reprogramming or upgrading and any repair or if replacement of the diagnostic tool should be required, the contractor will provide these services indefinitely to the City immediately upon request at no additional cost for the lifetime of the equipment.

6.3. Submittals: As-built wiring diagrams, operating and maintenance manuals will be provided at the machine room, and one set provided to Facilities Division. Other sets will be provided for the facility as required.

6.4. Door Opening and Control Device:

A. Multiple Infrared Light Beam Electronic Sensing Device: Provide new multiple infrared light beam electronic sensing device securely and rigidly mounted on the car between the car and hoist way doors. The sensing device will have a minimum of 40 infrared beam sensors spaced evenly from the floor sill to the header jamb. When the car and hoist way doors are closing, the interruption of the light beam will cause the doors to reverse automatically to the full-open position and the doors to remain open as long as the light beams are interrupted; or, when the doors are in the open position, the interruption of the light beam will cause the doors to remain open as long as the light beams are interrupted. The time interval for the initiation of the door closing operation after light beams are reestablished will be adjustable. The sensing device will have an audible obstruction alarm which can be disabled.

B. Nudging Action: In the event of an obstructed light beam is operated for a predetermined time interval (15 - 20 seconds) after automatic door closing has been initiated, a buzzer will sound and the doors will close with a maximum of 2.5 foot-pounds kinetic energy and at reduced speed. Timers will be adjustable.

C. Variable Timing Features: In the event the light beam is interrupted while the doors are opening or after the doors are fully open, the time that the doors remain open after the beam has been reestablished will be reduced to an adjustable time between one and two seconds, depending upon whether a landing call or a car call predominated. This time will be a minimum time that the doors remain open if the beam is interrupted and reestablished before the door is full open.

6.5. Provide door restrictive opening devices.

6.6. No equipment, wiring and conduits that are not related to the elevator will be installed in the elevator hoist way and machine room.

6.7. Provide one set each of vinyl-covered elevator protective pads for the elevator of the same size.

6.8. Provide three sets of all operational keys for the elevator.

6.9. Hydraulic elevators will be provided with emergency power system that will activate in the event of power failure and provide power to the hydraulic elevator and close the elevator doors, lowers the elevator to the designated landing, opens the doors allowing the passengers to exit, and then close the doors leaving the elevator at rest. The elevator doors can be re-opened from inside the elevator only if necessary. Upon resumption of power the emergency

lowering device will automatically reset itself and the elevator will return to normal service.

6.10. The elevator contractor will provide all labor, parts, materials and equipment in order to furnish a complete preventive maintenance service to regularly and systematically examine the elevator equipment and provide the necessary repair and/or replacement for the duration of one year from acceptance of elevator operation.

6.11. Any questions please contact Luis Echevarria, Jr. at 619-525-8583

7. Mechanical

7.1. Plumbing:

A. City public buildings shall be designed with either separate Male/Female Bathrooms or with Unisex Stand-alone Stalls (Water Closets, "WC")

1. Female Bathrooms will have the following minimum fixtures:
    a. 3 Toilet
    b. 2 Sinks
2. Male Bathrooms will have the following minimum fixtures:
    a. 2 toilets
    b. 2 urinals
    c. 2 sinks.
3. Unisex WC:
    a. Unit count will be determined by Architect based on planned occupancy.
    b. Each unit should have 1 toilet in an ADA approved "stall" with its own dedicated privacy door
    c. Sinks
        i. Typically, exterior and separate from Unisex stall
        ii. Should be ADA accessible
        iii. Count based on number of Unisex stalls
        iv. Should be in an alcove with multiple sinks being massed in a central location.
    d. Exterior Access Facilities - For safety/Security reasons, all single-use water closets with exterior access will have doors with maximum undercut allowed

B. All facilities will have an accessible Pipe chase with a minimum clearance of two (2) feet between utility risers to perform basic maintenance and repair work. A floor drain, a hose bib, lighting, and a power outlet will be in the pipe chase.

C. Materials Recommended for City Facilities Underground Plumbing:

1. Underground Drain, Waste, Vent (DWV) plumbing: Where code permits all DWV plumbing should be Schedule 40 PVC or Cast-iron pipe
2. All underground water lines should be Schedule 80 PVC
    a. Avoid installing waterlines under foundation slab.
    b. When it is an absolute must, waterlines under foundation slab should be Copper "L" or Copper "K".
3. All underground gas lines should be yellow poly-pipe. No underground gas pipe under foundation slab
4. All Ball Valves installed should be Apollo Full Port and Domestic

D. Above Ground Plumbing:

1. Above Ground Drain, Waste, Vent Plumbing at Comfort Stations should be Schedule 40 PVC where code permits or Cast-Iron Pipe. At other Facilities ABS, PVC, or Cast-iron.
2. Above ground Water lines should be Copper "L" or Copper "K"
3. Above ground Gas lines should be galvanized pipe and fittings
4. All vent penetrations are to have a vandal proof cap installed on the roof
5. Ball valves to be installed on every branch line of hot and cold-water systems with stainless steel access panels.

E. Fixtures Recommended for City Facilities Comfort Stations:

1. Toilets: Acorn Dura Ware 2100 or 2105- 1.28 gallons per flush ("gpf") with concealed hydraulic Sloan flush valve (in pipe tunnel) with 3" push button
2. Lavatories: Acorn Dura Ware
3. Faucets: Chicago #333-665
4. Urinals: Acorn Dura-Ware 2158 -.125 gpf or .5 gpf with concealed Sloan Hydraulic Flush Valve with 3" push button
5. Floor Drains:
    a. Zurn or Smith
    b. ALL floor drains should be min 3" waste line
6. Water Pressure Regulators: Wilkins Model 600XL
7. Flushometer: Sloan
8. Drinking Fountains:
    a. Haws Hi/Lo or Elkay model
    b. VRCTLR8WSK Bottle Filler
    c. When pedestal installed use HAWS 3500 or 3500D
    d. Should be installed within an alcove
9. Hose bibs:

a. Acorn Sill Cocks
b. Every bathroom should have Acorn hose bib with no handle for maintenance
c. All Hardware to be Stainless Steel (All thread, nuts, uni-strut, etc.)

10. Clean-Outs- Each fixture should have its own full-size clean-out wye on vent then reduce vent as needed.
11. Drinking Fountain Sand Traps:
    a. 2" PVC drain with Long Sweep 90-degree elbow connection to fountain drain
    b. Wye clean out inside of actual Drinking Fountain.
    c. Water shut off and hose bib should be installed inside of drinking fountain
    d. 9 ½" x 16" concrete yard box set on red brick foundation
    e. Sand trap should carry a minimum of 6" of sand below drain line exiting Sand Trap
    f. Main water shut off outside of pad in a concrete yard box mandatory
    g. Check Drawing
12. Outside and Inside Showers at Comfort Stations
    a. Should be plumbed in with a minimum 3" drain line
    b. Should drain into an approved Sand Trap with easy access lid for pumping out.

F. Plumbing Fixtures Recommended for all other City Facilities:

1. Sensor Auto Flush - TOTO or Zurn
2. Toilets
    a. American Standard
    b. Kohler
    c. TOTO
3. Lavatories- American Standard Lucerne preferred
4. Faucets
    a. Staff Areas Only, use 4" Centers Moen
    b. Public areas use Chicago 3501 self-closing ADA
5. Urinals
    a. Preferred: American Standard Wash brook
    b. Alternate: Kohler
6. Floor Drains- Zurn or Smith
7. Slop Sinks – American Standard or Kohler
8. Kitchen Sink Faucets- Moen or Chicago (Commercial Grade)

9. Stainless Steel Sinks- Elkay ADA approved
10. Water Heaters – RUUD or AO Smith
11. Drinking Fountains – ADA Approved, Elkay High/Low with Bottle Filler EZH20
12. Circulation Pumps - Bell and Gosset or Grudfos
13. Hose Bibs - Acorn Sill Cocks
14. Ball Valves- Apollo full port and Domestic
15. Clean-outs - Clean-outs should be installed for all sinks, floor drains, and shower fixtures

G. It is the contractors' responsibility to verify all new and existing waste lines are clear before and after construction.

H. Existing waste lines might need video inspection and hydro jetting.

I. All vent penetrations to have vandal proof cap on roof.

J. Any questions please contact the Plumber Supervisor, Victor Lopez, at 619-525-8547

7.2. Heating Ventilation and Air Conditioning ("HVAC")

A. The Facilities HVAC group will assist the Project Engineer during the construction phase and the final walk through as needed.

B. The City Facilities HVAC representative shall be included in discussions with the Architect and Mechanical Consultant during the first design stages of a facility.

C. An Independent Commissioning Agent shall be assigned to the project in the design stage (recommend **NLT** 10% design)

1. Commissioning Agent will be involved during the project.
2. Commissioning Agent will perform point to point commission reports, with at least two hard copies and electronic copies to the City.

D. Only the newest models of HVAC equipment and Building Automation Systems ("BAS") will be used. When the designed Automation system or Mechanical Equipment is not of the newest version or design, the most recent version and model will be installed as per the current title 24 requirements.

E. All Mechanical submittals will be reviewed thru Facilities Mechanical and Electrical crews.

F. The Manufacturer's representative will provide personnel, training on the operation and

G. maintenance of the HVAC equipment, to the City HVAC personnel.

H. Technical manuals for the HVAC system and components will be provided to the Facility Maintenance Division HVAC Representative.

Minimum of 2 copies will be provided in paper form, and electronic word or and excel.

I. Use of underground Chilled Water and Hot Water piping will not incorporate PVC pipe wrapped in PVC jacket. Brazed Copper pipe with PVC jacket is acceptable. Brazed joints are preferred not soft solder. Copper type L is preferred and long radius elbows.

J. No refrigerant lines will be installed below grade or within a concrete slab.

K. No HVAC duct will be installed below grade or incased within or under a concrete slab.

L. All fresh air openings for HVAC system will not be located at ground level, below grade, or within 10 feet of the buildings sewer vents, exhaust vents or storm drain venting. (Per Sec. 317.6 Uniform Mechanical Code)

M. A/C package units installed on City roofs will be down flow type only.

N. All ductwork will have exterior insulation, due to previous building air quality issues. Use of mechanical binding such as wire wrap around the insulation to prevent insulation from becoming loose will be used, tape should not be considered the only source of binding of insulation to duct work. All duct work is to meet or exceed the current title 24

O. When natural gas is available at the street; natural gas will be used for all HVAC equipment.

P. -HVAC units that are 5 ton (60,000 BTUs) or over, shall be three-phase, when three phase power is available.

Q. Energy efficient design will be incorporated with variable speed pumps.

R. Chiller compressors should be enclosed in a way for sound suppression.

S. When a Chiller is incorporated in the design a central boiler will be used for supplying the facility heating hot water and a scroll chiller will be used for supplying the facility-chilled water system.

T. Floor zones will have their own temperature control and independent fan system for controlling the environment independent of neighboring zones.

U. Whenever possible, a scroll compressor with the maximum available warranty years offered, will be specified. When water source heat pumps are specified, a minimum of five years for the warranty on the compressor will be required. Minimum compressor warranty even if optional to be no less than 5 years provided by either manufacture or installing contractor. This includes Recip., scroll and semi hermitic compressors.

V. Extended warranties (five (5) years) will be used for A/C compressors 5 ton and over.

W. Package units, 7 1/2 Tons or larger, will have multiple compressors or capacity unloaders for energy savings.

X. All refrigerators will be free standing, no built-in units or combination units.

Y. All temperature controls in gyms must be incased or covered by a metal guard box.

Z. VAV System's 5 ton and over, will be either chilled water or multiple compressor system, with an adequate airflow bypass. A static bypass damper sensor will be used when a bypass damper is used in a multizone VAV system application

AA. Battery backup. This type of battery backup should be used with a BAS.

BB. Safe and unobstructed access to all HVAC equipment will be provided for maintenance & repair purposes.

1. Equipment above ceilings should have clear access to all panels and filter removal.
2. Equipment on roofs or equipment areas will have the needed clearance to remove filters and access all panels for service and repair.
3. This clause is for all moving and control components of the HVAC system being installed.

CC. Manufacturers minimum clearances will be met, for installation of all equipment. Boiler access for maintenance should include clear service areas for tube punching front and back of service panels not less than the length of the Boiler is long. This will allow for use of tube punching rods.

DD. All control wire colors will conform to the equipment’s color schedule or mechanical wiring diagrams.

EE. All terminal blocks and termination points, of the control wiring, will be labeled and identified as to match the submitted drawings & schematics.

FF. **Only standard size filters** to be used, no custom sizes air filters. Standard should be considered as being a stock size air filter. Use of MERV rating 13 should be considered in a 2-inch air filter for the equipment when a 2-inch air filter is in the design. MERV 8 when 1 inch is being used or as design or manufactories specifications.

GG. All air filters, and water strainers, will be installed, to maintain easy access for maintenance purposes. If equipment, such as air handlers,

fan coils, split systems or heat pumps are installed above ceiling, the use of a T-bar filter housing should be used. The need to remove ceiling tiles to access filters should be avoided. The new 2016 T-24 energy code requires that the airflow at the return be verified by an independent Home Energy Rating System inspector ("HERS rater") to meet the minimum requirement of 350 cfm per ton of A/C capacity. Installing HVAC contractors will need to make sure their installation will meet this minimum requirement. Good duct design can result in up to 400 cfm per ton.

HH. The City of San Diego HVAC Shop personnel, for compatibility of existing Building Management System ("BMS") control, will identify standardization of the Energy Management Systems ("EMS") or BAS. Example: Trane Voyager package roof tops with a Trane BAS interfacing with the Trane A/C units.

II. There will be 100% compatibility between the BAS and the HVAC equipment.

1. No specialized interfacing between equipment and controls will be used to communicate between the HVAC Equipment and BAS
2. Avoid the use of Gateways.
3. Three-party control systems are not acceptable.
4. Example: A "Three-party Control System" could be created when a Johnson Controls Metasys is used as a workstation and air handler control, which communicates to McQuay Open Protocol panel, which communicates with Lonworks in order to communicate with Heat Pumps and Chiller.

JJ. The BAS must have the capability to perform demand limiting from the factory and will be able to receive information from a pulse meter supplied by the Utilities Company or City real time monitoring system (Tritium).

KK. When a P.C. is specified to accompany the BAS, it should be supplied by the department IT staff of the where it is being installed (such as a Library). All required software for the system for setup, programming, and daily operations will be provided and the software discs will be given to the HVAC Supervisor. If the software for install is used for initial setup and start up, this software is to be supplied from the controls company, and to considered to be registered for the life of the control system, or no less than 10 years.

LL. Control systems to be considered shall be Trane, Carrier or Siemens.

1. Use of WEB Based systems or being in the cloud will be reviewed by City HVAC Supervisor before acceptance for install or design.
2. Control system access should have no added cost to the City or the HVAC Shop. Re-occurring monthly service charge systems should not be considered for install.
3. Use of Intranet (City owned IP Network) systems will be considered for install providing the control system is approved by City IT department.
4. Computers (laptop or desktop) will be reviewed and considered to be supplied by City IT department associated with the building department contact.
5. Software and Licensing will be provided as a joint effort between City IT and controls contractor, if required.
6. Trend and Alarm data will be stored onsite for a minimum of 30 days and accessed by PC either onsite or remotely. Remotely is preferred method.
7. The BAS software will be Windows compatible, i.e. Windows 10 with compatible communication software programs preferred by the manufacturer, such as Pro Comm. Plus or Hyper Terminal in Windows. Licensed software must be provided by the installing controls company for at least 3 City owned laptops with Windows 10. The BAS must communicate with the Cities HVAC Shop monitoring system site. (PC's, /Laptops)
8. The Use of Software for a graphical application on a local PC is acceptable but must not require a specialized security key connected to any PC or LAN devices. If a key is required for access of the control system, no less than 4 keys will be provided to HVAC Shop and one for the local workstation for a total of 5 keys.
9. On site workstation requirements for DDC control systems. Specialized software or security cards or chips should not be used this provides extra expenses to the City. The local operating system PC should be an off the shelf type product and current within its design year of startup. No special built PC should be accepted. A local printer will be supplied by installing contractor (such as an ink jet color printer with extra ink cartages as replacement for one time) for the use of system alarms and user login printing.
10. The control system should be completely independent in operation and not dependent of other devices within its DDC network. If a loss of communication occurs with the LAN, HVAC Equipment (i.e.

rooftop units, air handlers, fans, exhaust fans, chillers boilers and pumps), should operate in occupied mode based on last settings if communication is lost with the workstation or daily scheduler if so supplied.

11. BAS will be stand-alone. Stand alone should be considered as not requiring a PC or computer workstation to be running on the work site. Equipment end devices will not be dependent of a PC to receive Time of Day Schedule, Holidays or On-Off control. Equipment should be able to start without needing personnel to turn something on in the event of a power failure.
12. BAS end devices controlling equipment such as Fans and Pumps must have Hand-Off-Auto capability. This includes relays, VFD's or any component that uses on-off control.
13. Water and Air Flow switches if used in equipment must be approved by equipment manufacture. These devices must also be compatible with BAS. Water flow proving switch, use thermal flow sensors as primary option, use of paddle
14. switch as a proving method should be consider for review. The length of the neck of the piping (this is where the paddle is usually connected to the control switch) should not exceed the diameter of the pipe it is being installed in.
15. Local PC must be equipped to accomplish a full back-up of PC. Scheduled control system full back up to be performed every month, automatically, without over-writing the previous months back up should be considered as a very desirable option.
16. Chillers less than 100 tons should be considered as air cooled condensing only. Use of compressor silencing will be incorporated in the design such as sound blankets. Where condenser coils are exposed to the open side the use of storm guards will be used. Multi staged chillers will incorporate balance compressor run hours. Use of electronic TXV will be used.
17. When a new mechanical design is being considered for installation, such as a design new to San Diego, this should first be brought to the attention of the HVAC shop Supervisor for review. HVAC shop Supervisor should be given first right of refusal of a design before it is brought up in a design consideration and at first conceptual thought before our attempts are too late to reconsider a design. When a new design concept is approved by the HVAC Supervisor for install, then the design will include extensive training for City HVAC

maintenance staff and extended warrantees will be included against not only the products but the design and installation.

18. Boilers to be standardized with most common units, Preferred brands are; Ajax, Raypak, Lochinvar, and Laars boilers.
19. All new pool boiler piping installations shall be CPVC with hangers and supports according to currents building and mechanical codes and title 24.
20. Any questions please contact HVAC Building Maintenance Supervisor, Alfonso Jordan, at 619-525-8549

8. Electrical

8.1. Polyvinyl Chloride ("PVC") Conduit

A. All conduits in the ground will be PVC. schedule #40, (minimum) 3/4 inch or larger in diameter.

B. All PVC. will be buried below ground level and NEVER be in a concrete slab or floor.

C. All stub-ups in PVC. will be changed to EMT in walls. Exceptions are outside block walls can be PVC. No flexible conduit will be used.

8.2. Electrical Metallic Tubing ("EMT") Conduit

A. All wiring inside the building will be in EMT conduit.

B. All EMT connector, coupling, and other fittings will be non- cast steel compression type.

C. MC and BX will only be allowed from local feeder boxes; all home runs should be within EMT.

8.3. Rigid Conduit

A. All conduit in coastal or industrial areas to be PVC coated.

B. All conduits exposed below 4 feet of finish grade on walls shall be rigid conduit.

C. Flexible Steel Conduit

D. Only on motor connection and fixture tails, not over 6 feet in length

8.4. Boxes

A. All outdoor outlets will be installed in a recessed stainless-steel box with a flush, cover with a 20-amp G.F.C.I. receptacle and on a separate circuit. For gazebos and outside public areas.

B. Inside wiring device boxes and junction boxes will be at least 4" square by 1 1/8 inch deep.

C. Electrical, phone, and data floor boxes will be brass type (RFB style Walker) with tamper – proof screw cap only. All brass covers will be flush with the floor. Floor monuments are not acceptable.

D. Flat wiring will not be used.

8.5. Wire

A. All wiring will be stranded, copper THHN type, including all #12 A.W. wire except where MC is used in accordance with section 1.2.3.

B. Minimum wiring size will be #12 A.W.G. stranded.

C. One neutral for everyone circuit pulled. No sharing on neutral wires anywhere.

8.6. Marking and Names Plates

A. Name plates: Furnish and install a minimum size of 1" high and 3" wide by 3/32" thick matte white (for normal power) and red (for emergency power) laminated phenolic nameplates with 1/4" white characters engraved in the plastic for all items of electrical equipment including, but not limited to switchboards, panel boards, automatic transfer switches, motor control centers, feeder circuit breakers, relays, time switches, disconnect switches, exposed pull or junction boxes, and all control equipment. Name plates will be attached with 2 cadmium-plated screws. Adhesive attachment will not be acceptable. Punch strip tape type name plates with card holders in any form are prohibited.

B. Provide wire marker on each conductor in electrical panel pull box, outlet, and junction box. This includes all disconnects and connections. **IMPORTANT**: If more than one neutral conductor is present, mark each related circuit and panel number.

C. Label outside of all cover plates of wiring devices and junction boxes with circuit and panel number. Each branch circuit device cover plate will be labeled (engraved or silk screen) to indicate the branch circuit and panel number. Devices will include, but not be limited to, the following: toggle switches, dimmer switches and receptacle.

8.7. Grounding

A. All raceways will include a full size green insulated ground wire terminated at each outlet box, device enclosure, etc. and connected back at the panel boards, switchboard or cabinet on the appropriate ground bus.

B. The green insulated ground (bond) wire will be spliced together within the outlet box. A green insulated bonding jumper will be provided from the splice to the box body. Attachment to the box body will be provided using a tapped #10-32 x 3/8" screw minimum. A green insulated bonding jumper will be provided from the splice to the receptacle ground screw even with self-grounding receptacles.

8.8. Devices and Cover Plates

A. Wall switches - 20 AMP 120v/277v Industrial Type Specify:

1. Hubbell: HBL 1221 or equal.
2. Decorator Type: Hubbell DS 120-20 amp

B. Duplex Receptacle 20 AMP 120v/277v Industrial Type Specify:
1. Hubbell - (20 AMP) # HBL 5362 or equal.
2. Hubbell - HBL 8300SGA
3. Decorator Type DR20TR

C. All devices are to have clamp style side/ back connections for stranded wire only.

D. All receptacles shall be pigtailed out so that only one colored wire, one neutral wire, and one ground wire are connected to the back of the receptacles.

E. All receptacles and switches on emergency power will be RED.

F. All receptacles in public areas shall be tamper-proof.

8.9. Hand Dryers

A. Install at least one hand dryer 2000 watt in each restroom. City Standard is the 120 volt Semi Flush World hand dryer 120 volt semi-flush. In pipe chase applications, use 120-volt Fastair, model HO3.

8.10. Pumps

A. Barrett Engineered Pumps in National City is the preferred supplier.

B. Plumbing Shop should be consulted with regard to pump manufacturer.

8.11. Exit Signs

A. All exit signs will have LED lighting Components and the voltage being 120v or the 277v series

B. Atomic exits signs are no longer used due to hazardous waste issues.

C. L.E.D. exit signs are good, and the battery needs to last 3 to 5 years.

8.12. Emergency Battery Systems

A. The number one choice is to use the emergency lighting wall pack that are battery operated and come equipped with a self-testing mode.

B. The second option is to use Myers Illuminator E series light inverters for emergency lighting with front access terminal batteries.

C. Do not use emergency ballast in light fixtures for an emergency lighting system.

8.13. Low Voltage System for Title 24

A. Avoid low voltage programmable systems.

B. If a system must be installed use it for only large rooms over 5000 feet, in all other areas use normal switching methods, and use only the City Standards type Cooper Green Gate lighting inverters with touch screen and software.

C. Use Tork Time clock 7200ZL for outdoor lighting controls.

D. All software manuals and training to program the lighting system must be given to Facilities Division Electricians **no later than ("NLT")** on the final walk thru.

E. Training to program the system must be given to Facilities Division Electrician **NLT** on final walk thru.

8.14. Light Fixtures

A. Reduce the number of decorative and display light fixtures where possible.

B. Light fixtures will be high quality, long lasting, brand name, energy efficient and made in the U.S.A., with easy to replace lamps.

C. The number of different types of fixtures must be kept to a minimum and the ease of re-lamping must be a major consideration in fixture selection.

D. Standard 4-foot LED fixtures are most desirable in the general area.

E. Metal Halide, indirect light fixtures are no longer used in high ceiling such as Gym lighting for baskets courts. LED lights are now the standards.

F. All recessed cans shall be LED type fixture.

G. Do not use low voltage light fixtures. For example: fixtures that take MR16 lamps.

8.15. Outside Light Fixtures

A. All outside light fixtures will have polycarbonate lenses and vandal resistant screws. City Standard is RAB WPTLED 12/25Watt and or for restroom/ comfort station. For inside lighting use the Kenall MS-11 20L40K type.

B. Install light fixtures for library sign, book drop and all outside door openings.

C. Wall mounted light fixtures will be used for general outside area for security and safety.

D. Exterior building lighting will be designed to eliminate areas where a lack of lighting could cause safety and/or security issues for the public, patrons, or staff.

E. Avoid small light fixtures in steps, use pole or wall lights.

F. Avoid tree lights that are mounted above the ground (i.e., Pacific Beach Library).

G. Avoid in ground lights (i.e., Mira Mesa Library) because of water resistance issues. If it is necessary, use only brand name City Standard Hydrel.

H. Avoid low voltage light fixtures. Example: fixtures that require MR16 lamps.
I. Heavy duty mounting will be needed for all outside light fixtures.
J. Parking lot pole light are necessary in all parking lots.
K. We encourage wall mounted light fixtures on the building.
L. All exterior building lighting will have separate circuits from exterior pole lighting.

8.16. Time Clocks

A. All time clocks will be City Standard Tork Electronic Astronomical, 40-amp contact. No substitutions.
B. Lighting contractor will be necessary if more than 2 circuits for outside lights. Install hand, off, automatic switch or bypass switch for testing during the day for outside lights. Photocells on parking lot light fixtures are not allowed.
C. Inside lights will be on lighting contractor controlled by separate time clock or switches.

8.17. Lamps

A. In new buildings provide a spare case of lamps for every type used, including M.H., incandescent, H.P.S., L.P.S. and fluorescent lamps. Provide **NLT** final walk thru.
B. Do not use incandescent lamps.
C. Low pressure sodium lamp is used only in parking lot lights.
D. LED lamps are the standard.
E. Standardize with 4-foot fluorescent energy 32-watt cool white T-8 lamps.
F. Use brand name electronic ballast, 5-year warranty. GE, Advance... etc.
G. Reduce the number of decorative and display lamps.
H. Provide fixture location that allows easy lamp replacement, this is a major problem.
I. Brand name lamps are a must.
J. Outside lamps will be LED (general lighting) LED (signs) and LED (for security).
K. Conduits, Raceways and Boxes
L. All Flexible conduits will have a green ground wire. It will only be used for motor connections, fixture tails, or used in existing walls (6" or less). Non-metallic or "Sealtite" will be used in damp locations and machinery rooms.
M. Conduit run above suspended ceilings will be supported from the building structure independently and will be run with sufficient

clearance from the ceiling system to permit the tiles to be removed and to allow full access to the space above.

N. Roof top conduits (rigid steel) will be neatly grouped and installed parallel to the building lines. Support for conduit shall be rubber sleepers with uni-strut on top.

O. Home runs will be a minimum of 3/4" conduit. 1/2" can be used to supply a single termination (e.g., conduit going from switch box to single light fixture).

P. Junction and Switch boxes shall be a minimum of 4" square in size and a minimum of 2- 1/8" deep.

Q. Wires and Conductors:

R. All insulation in AWG sizes 8 and below will be impregnated with color according to the following:

	480/277 volts	208/120 volts
Phase A	Brown	Black
Phase B	Orange	Red
Phase C	Yellow	Blue
Neutral Gray	Gray	White
Ground	Green	Green

S. Where color other than black is not an integral part of insulation use 3M No. 35 tapes in the same color code to identify both ends of conductors No. 6 and larger. Use other colors as required to identify control or other special circuits. Ground conductor will have green insulation for 1/0 or smaller conductors, green tapes on other colors of insulation are NOT acceptable. All neutral wires shall be white with phase stripe running along entire length.

8.18. Light fixtures commonly used by the City of San Diego:

A. Indoor/Outdoor

1. Gym light fixture- Six Lamp T-5 fluorescent light fixtures controlled by barrel switches.
2. Compact fluorescent - Eclipse 26-watt CMK series or equal to. Must be a low profile 15x15 square.
3. Ceiling mount fluorescent - Kenall, No. H1212L.C., 13X 2 – 120 volt 4 pin 26w fluorescent.

B. Outdoor Security Lighting

1. Kendell S-711 LED is preferred, and the Kendell H-1212 LED is also preferred, Eclipse also as described above.
2. Cooper Wall PAC 40-80 watt

3. In ground – Hydrel Co. Only (Tree lights). Must place at least two inches of gravel around fixture for drainage.
4. All exterior light fixtures should have polycarbonate or otherwise break/vandal resistant lenses.
5. Light fixtures for a project should be selected in a way that minimizes the amount of different, or non-like fixtures.
6. All efforts should be made to avoid the use of uncommon or select decorative fixtures. As much as possible, light fixtures should be of a type that will be easily maintainable and replaceable well into the future.

8.19. Switchgear and Electrical Panels

A. Supply 25% spare breaker space in all panels and copper bus.

B. Provide 25% more ampacity for electric panels above calculated load requirements.

C. Provide a 3/4-inch conduit for each three spares or spaces in all flush mounted power or lighting panel boards. Route conduit to accessible space above the ceiling.

D. All panels will have bolt on breaker, copper buss, and full size neutral-ground bar.

E. Main Switch and all circuit breakers will be supplied with a name plate adjacent to each device as specified under Marking and Name plates.

F. Fusible Switches: (heavy duty) switches, with fuses of classes and current ratings indicated. See Section Fuses for specifications. Where current limiting fuses are indicated, provide switches with non-interchangeable feature suitable only for current limiting type fuses. Each fusible disconnect switch will be equipped with a blown fuse indicator module.

8.20. Fuses

A. Fuses will be low peak RK1 class ARC rejection type.

B. Fuse serving motor loads will be specified based on the motor manufacturer recommendations and taking into consideration the application of the motor. Following all applicable codes and regulations.

C. Fuses will be Bussman or Gould low peak, only.

D. Provide spare fuses in the amount of ten percent of each size and type installed, but not

E. less than three; delivered to the Owner upon final acceptance of the project. Provide and install fuse cabinet in the electrical room for storing these extra fuses.

F. Install 24 X 18" metal frame in the electrical room and include a "one line" electrical diagram of the building.

8.21. Transformers:

A. Attach incoming and outgoing conduits to the transformer case with approximately 18 inches of flexible conduit to reduce noise transmission. Provide separate grounding jumper when using flexible conduit.

B. Maintain a minimum of 6" free air space between transformer and walls.

C. All transformers will have name plates showing its rating, circuit number it is fed from and panel it is feeding.

D. Install transformers on seismic style vibration isolator pads (feet).

8.22. Generators, Motors, Controllers and Fire Alarms

A. Generator KW rating must be at least 10% more than calculated load for future use requirements. Kohler generators only. Documentation and repair manuals will be supplied.

B. Motors will be energy efficient with sealed bearings.

C. Programmable logic controller (PLC): The contractor will furnish, to the City a licensed copy of the software for the PLC and all files and hard copies of the ladder logic with reference documentation.

D. Fire Alarms: Use only Edwards, Notify, or Simplex fire alarms.

8.23. Designs, Submittals and Final Walk-Thru

A. Design: The architects' electrical engineer must consult with the City of San Diego's Facilities Division personnel during the design phase and throughout the project. The City staff has developed standards that must be incorporated into the plans and specifications. Please route thru General Services/ Facilities Division, Electrical Crew. M.S. 20, Phone 525-8524.

B. Submittals: All electrical submittals will be reviewed thru Facilities Division Electrical crew. All comments will be in writing within five days. This is very important to us in Maintenance so that we get the item that is equal or spec. out. Especially light fixture, switches, receptacles and electrical equipment.

C. Final Walk Thru

1. All manuals and training on all electrical system will be done at this time, which includes, but not limited to testing of emergency systems, time clocks, lights, and exhaust fans.
2. Provide one set of blueprints, spec book, and submittals.

8.24. Manual and Documentation

A. The Contractor will furnish operation and maintenance manuals for each electrical system and for each piece of equipment.

B. The complete manual, bound in hardback binders, or an approved equivalent will be provided to the Owner's Representative.

C. The number of copies will be as indicated in Division 1.

D. One manual will be furnished prior to the time that the system or equipment tests are performed to the electrical shop:

City of San Diego
Public works / Facilities Division
Electrical Section MS# 20
San Diego, CA 92102

E. The remaining manuals will be furnished before the contract is completed. The following identification will be inscribed on the cover; the words OPERATING AND MAINTENANCE MANUAL, the name and location of the building, the name of the Contractor, and the contract number.

F. The manual will include the names, address, and the telephone numbers of each Subcontractor installing equipment and systems, and of the local representatives for each item of equipment and each system. The manual will have a table of contents and be assembled to conform to the table of contents with tab sheets placed before instructions covering each subject. The instruction sheets will be legible with large sheets of drawings folded in. The manual will include, but not limited to, the following:

1. System layout showing components.
2. Devices and controls.
3. Wiring and control diagrams showing operation and control of each component.
4. Sequence of operation describing start-up, operation, and shutdown.
5. Functional description of the principal system components.
6. Installation instructions.
7. Maintenance and overhaul instructions.
8. Lubrication schedule including type, grade, temperature range, and frequency.
9. Safety precautions, diagrams and illustrations.

8.25. Training:

A. User staff and maintenance personnel will be thoroughly trained (minimum of 4 hours) in the use of each electrical system or major piece of equipment installed.
B. This training will be provided as a part of the Contractors bid to supply the system or equipment.
C. Additional training requirements as specified in accompanying sections.
D. It will be the responsibility of the Contractor to provide equipment with the proper electrical characteristics for the electrical service provided.
E. All necessary electrical components to provide a complete system will be furnished.

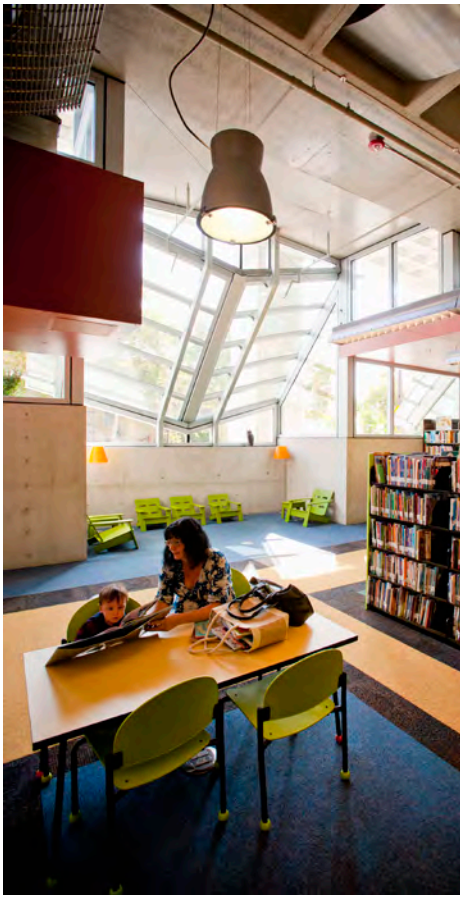
8.26. Any Questions, Please Contact Electrical Supervisor, Phillip Pizzo, at 619-525-8529.

EXHIBIT E

LIBRARY MASTER PLAN

San Diego Public Library
Master Plan Framework

PUBLIC COMMENT DRAFT | 19 August 2021



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Carson Block Consulting Inc.
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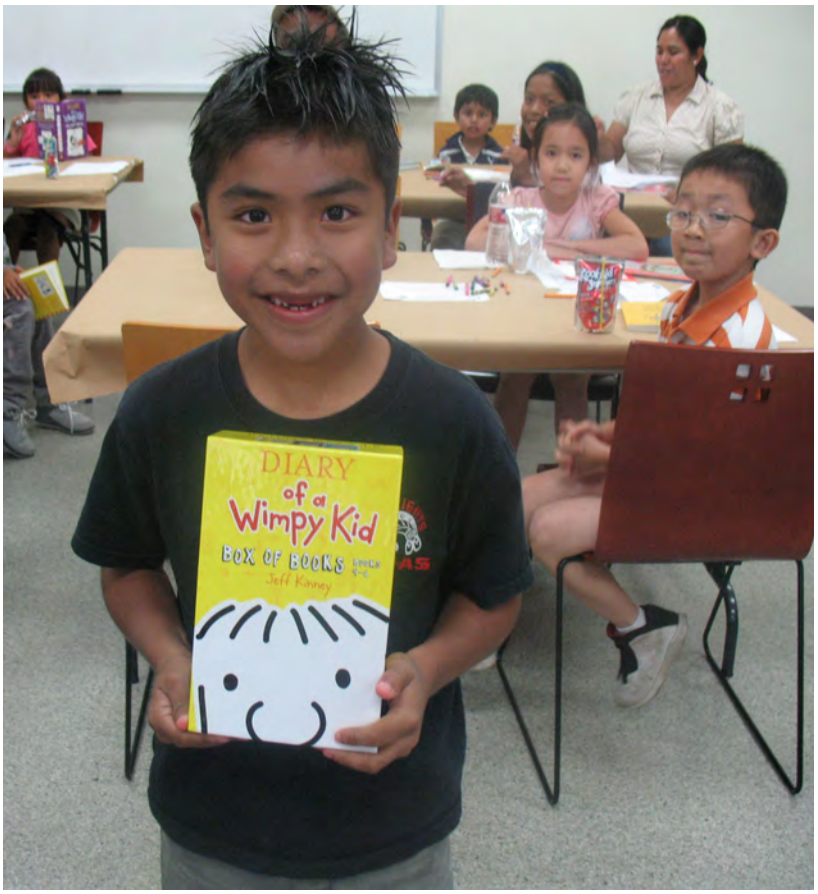

CONTENTS

I. EXECUTIVE SUMMARY 1

II. INTRODUCTION 5

III. FINDINGS 9

A Great Library Makes a Great Community 9
Vision of Libraries in San Diego 15
Branch Library Use Varies by Community 22
Many San Diegans Use Multiple Branches 27
Larger Branches Provide More Diverse, Resilient and Sustainable Service 31
Smaller Branches are Overworked 33
Branch Library Space is Inadequate — and Inequitable 35
Library Funding Has Not Kept Up with Needs 41
Technology is a Cornerstone Library Service 45
The Library Values Collaboration 57

IV. ZONE PROFILES 59

Zone A — Northern San Diego 60
Zone B — Beach/ North Downtown 63
Zone C — Eastern/ Suburban 67
Zone D — Downtown/ South 69
Zone E — Southeastern 73
Zone G — South Bay/ Border 77

V. MASTER PLAN FRAMEWORK AND GUIDING PRINCIPLES 79

APPENDIX: ACKNOWLEDGEMENTS 85

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EXECUTIVE SUMMARY

MASTER PLAN FRAMEWORK PURPOSE AND PROCESS

This San Diego Public Library Master Plan Framework was commissioned to create a comprehensive vision and guiding principles for future development and improvement of San Diego's library network.

The process combined analysis of internally and externally-sourced data with robust engagement of community members, stakeholders, and leadership and staff of the San Diego Public Library and the City of San Diego. Although the COVID-19 pandemic extended the originally-planned project timeline and shifted engagement into virtual spaces, the disruption also offered unexpected and beneficial opportunities for observing SDPL's creativity, innovation, and potential for positive community impact in real time.

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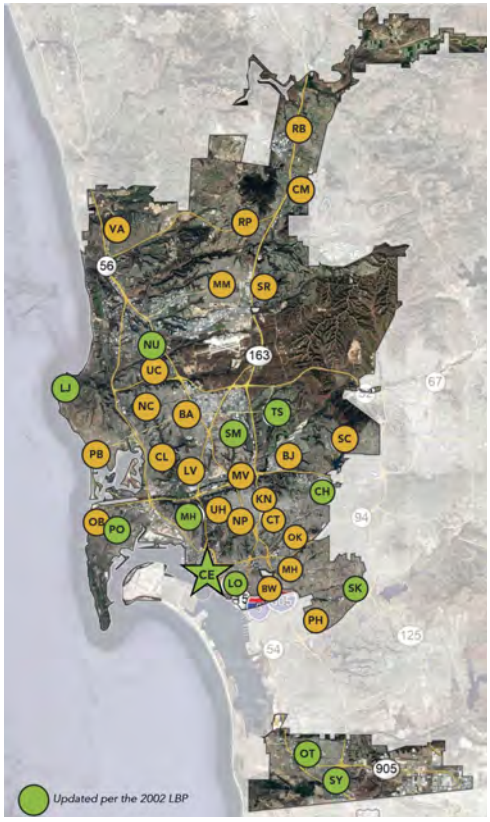
EXECUTIVE SUMMARY



Map of SDPL libraries today

STATE OF THE SAN DIEGO PUBLIC LIBRARY NETWORK TODAY

In 2002, the City of San Diego announced a bold and ambitious 21st century vision for its libraries. It adopted the *Library Building Plan (LBP)*, which for the last two decades has guided capital investment in San Diego's libraries – including more than a dozen new and expanded branches as well as a new landmark Central Library showcasing innovative services, distinctive architecture, and robust partnerships. All of these projects were successful through significant stakeholder and community engagement and ownership as well as with the City's resources and management. All of the facilities improved through the LBP were performing well pre-pandemic, and many of them are re-opening safely.

Despite this substantial investment, there are still striking inequities among San Diego's diverse communities in terms of their access to library services, technology, spaces, and resources. More than half of its 35 branch libraries were not improved through the LBP — including many branches in San Diego's older and less affluent communities. Many of these branches are small, crowded, and unable to meet the breadth and diversity of their communities' needs. Many of these same buildings also have moderate to major deferred maintenance backlogs, putting them in stark contrast with the accessible, comfortable, and welcoming experience in San Diego's newer and renewed libraries.

Although the LBP significantly expanded library space in San Diego, it has not been enough to stay ahead of strong community growth. Today, SDPL's branches still cannot fully meet San Diegans' needs for programs, technology, and collections as well as for places to work, collaborate, and gather. The San Diego Association of Governments (SANDAG) projects additional growth of 20% or more by 2050 – much of which will be in the same communities with the City's most overtaxed and outdated branch libraries. More branch library space is needed to build equity of access and accommodate future growth.

Compounding the lack of library space in San Diego is a shortage of resources for library operations. As a result of the LBP, SDPL is operating 80% more space today than it was 20 years ago – but its operating budget has not increased nearly as much. Even with considerable support from community donors and organizations such as the San Diego Public Library Foundation and the Friends of the San Diego Public Library, SDPL's per-capita operating budget is still less than 70% of the California state average, and well behind many of its urban library peers. This has myriad impacts on SDPL's ability to provide service: a collection that is too small to meet the community's interests, particularly for materials in multiple languages; insufficient and outdated technology, especially in the neighborhoods where it is needed the most; and staff who are stretched too thin to provide all of the services and assistance their patrons need. SDPL is a highly creative and innovative organization, but innovation and creativity alone cannot fill the gaps and build capacity for the future.

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EXECUTIVE SUMMARY

MASTER PLAN FRAMEWORK FOR SAN DIEGO'S LIBRARIES

This Master Plan Framework is built on analysis of SDPL's experience, innovation, and successes as well as input from thousands of community members, stakeholders, and City and Library staff who participated in the process. The Framework proposes a set of principles, concepts, and considerations to guide City investments in San Diego's library network over the next 20 years.

Strategies for building an equitable, resilient, and high-performing SDPL network include:

- All of San Diego's libraries should be fresh, comfortable, welcoming, and well-maintained.
- Library services and spaces should be tailored as needed to meet the distinct and specific interests and priorities of their local communities within available library space.
- All communities should have access to library space for programs, meetings, and events.
- San Diego should continue building a network of larger library branches (at least 20,000-25,000 square feet). It should not add more small branches to the library network.
- A branch library space planning target of 0.35 to 0.45 square feet per capita is recommended to provide capacity for people, programs, technology, and collections in San Diego.
- Library space needs should be calculated and met equitably based on the population of planning zones. The initial planning zones proposed in this Master Plan Framework should be revisited and updated periodically in light of community development and mobility changes.
- SDPL should have sufficient and stable operational funding in order to provide robust programs, services, technology, collections, and staff development equitably throughout San Diego.
- To ensure that San Diego's libraries are fully aligned with the needs and priorities of its diverse communities, the community must be engaged in the planning and design of all library improvement projects.

Developing recommendations for specific library improvement projects was beyond the scope of this master planning process. Next steps include identifying and evaluating opportunities to improve, expand, and/or replace branches that were not addressed in the *2002 Library Building Plan*, as well as to build capacity for future population growth in every planning zone. In order to remain effective, the planning zones created in the Master Plan Framework will need to be revisited periodically. Strategies to build up SDPL operations will be needed, as well as to fund library maintenance and improvement projects.

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VISION FOR SDPL

- ***Equitable*** *— SDPL serves all of San Diego's diverse communities, with space and service provided equitably throughout the city. Facilities and services are tailored to local needs and interests.*
- ***Experiential*** *— SDPL provides inviting, attractive, and appealing places for people in safe, well-maintained, and accessible facilities. Its spaces and buildings are flexible, adaptable, resilient, and ready for the future.*
- ***Everywhere*** *— SDPL uses a data-driven planning zone approach to ensure that all major library services and spaces are accessible to communities throughout San Diego. Even outside the walls of SDPL's buildings, the community can access library services through robust digital channels, outreach, and partnerships.*
- ***Effective*** *— Revenue and resources are stable and sufficient to provide robust and responsive service, maximize community access, and maintain welcoming and well-maintained facilities. Buildings support efficient and effective service, and staff are empowered with training and resources to provide high quality, personalized service to patrons and the community. SDPL manages all of its services and operations with a high degree of efficiency and effectiveness.*

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II. INTRODUCTION

San Diego has a long and proud tradition of library-building. In 1899, San Diego became the first community in California to receive Carnegie library construction grant funding. After opening that first library in 1902, the City built seven more libraries within a span of 15 years. By 1922, San Diego had the highest per capita use of any library in the United States, and the Carnegie building was already too small to serve as the Central Library for the fast-growing population. The City expanded the Carnegie building and built even more new branches. Following World War II, the community approved the issuance of bonds for construction of a new Main Library, which opened in 1954. By the end of the 20th century, 22 more new branches were constructed, with some of the largest branches being built between 1989 and 1999.

By the turn of the 21st century, it was time to update the City's master plan for library facilities. In 2002, the City adopted a new *Library Building Plan* (LBP). The LBP proposed 20 new or expanded library branches that would increase library space in most city council districts by at least 40% — and in some districts by as much as 340%. The LBP also articulated the vision for a new landmark Central Library more than double the size of the 1954 Main Library.

Guided by the LBP, 11 branches were expanded and the long-awaited new Central Library @ Joan Λ Irwin Jacobs Common finally became a reality. A couple of projects are in the design phases. Eight of the LBP-recommended projects were not implemented.

The LBP did not provide specific recommendations for the other branches in SDPL's network. Other than maintenance updates, most of these buildings were not meaningfully improved during the past two decades.

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WHAT HAS CHANGED OVER THE PAST 20 YEARS

San Diego is not the same community it was when the LBP was adopted in 2002. Since that time, San Diego's population has grown by more than 200,000 – the equivalent of more than 130 MTS busloads per day moving into the city. The population has also been growing more diverse, with Asian, Hispanic/Latino, and African American communities all growing steadily. As San Diego's population grows and diversifies, so does its demand for library services.

Over the past two decades, library services have also evolved significantly to respond to changing community needs. Patrons come to the library seeking services and places for gathering, learning, entertainment, and social connections in addition to books and spaces for quiet study. Technology has become a driving force in modern libraries – including SDPL – helping bridge the digital divide in community access to devices and the internet, and increase patrons' skills and confidence in using them. All of these patron needs and priorities for services, programs, technology, and collections have implications for space, and SDPL's facilities must be ready to accommodate them equitably throughout the community.

Libraries are vital places of meaningful interaction, representation, and inclusion. San Diego has welcomed immigrants and refugees from all over the world for decades, and SDPL has been an essential source of information and resources for new residents. Libraries are important venues for convening conversations about issues deeply affecting San Diego communities – climate change, social justice, wildfires, LGBTQ rights, human trafficking, and more.

The need for a resilient and equitable library system was further underscored during the COVID-19 pandemic. Libraries played a major role in connecting communities with information and resources, from hosting virtual programs for entertainment, to providing access to technology and internet to children and families learning and working from home. SDPL has had to adapt quickly to accommodate a new range of services, such as curbside pick up, even as many of its facilities are still unable to re-open for service.

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MASTER PLAN METHODOLOGY

In 2019, a new master planning process was initiated to assess the state of San Diego's library network, confirm the needs and vision for library facilities, and establish a framework and guiding principles for the next two decades of library facility improvements.

Commissioned by the San Diego Public Library Foundation, the plan was developed through close collaboration with Library leadership and staff with representatives of other City departments and stakeholders and community groups. The process was facilitated by Group 4 Architecture, Research + Planning, Inc. with Carson Block Consulting. The process was guided by a core Project Management Team (PMT) consisting of SDPL leadership team members as well as Library Foundation board and staff members.

The process began with a preliminary "Planning to Plan" phase to explore the context, confirm objectives, and identify the right scope of services for the Master Plan Framework. The planning team met with SDPL leadership and staff, the City's Office of the Independent Budget Analyst, Council District 6 staff, SDPL Foundation and Friends representatives, and community members and staff at the Oak Park Library. The results of this preliminary phase were presented at the December 2019 meeting of SDPL's Board of Library Commissioners, which was attended by dozens of community members, SDPL staff, Friends of the San Diego Public Library, and City Council District staff.

The next phase of master planning work began in February 2020. The onset of COVID-19 in March 2020 necessitated the extension of the original 12-month project timeline. During the spring and summer of 2020 (while the outlook for engagement was still uncertain), the process focused on analysis of available data. Data sources included SDPL's 2018 and 2019 service statistics (pre-COVID), the American Community Survey (demographics), and SANDAG (population projections). The City's GIS team developed geo-spatial maps of a two-week sample of library circulation data from early 2020 (pre-COVID) which was used to inform the analysis of library access.

While robust data analysis revealed a number of interesting findings and trends that materially shaped the recommendations, the Master Plan Framework is not a purely data-driven product. The master planning process also included extensive, COVID-safe engagement of staff, stakeholders, and the community.

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- **Community survey.** In February 2021, a community survey was published asking respondents to share thoughts about where they live; important roles SDPL can play for them and their communities; their day-to-day access to and comfort with technology; and why they visited and used SDPL before COVID. The survey was available in seven languages: Arabic, English, Chinese, Farsi, Spanish, Tagalog, and Vietnamese. Most people participated via the online version, but library locations offered paper formats which were completed by several hundred respondents. The survey was widely promoted through diverse channels and as a result, received a tremendous number of responses – including more than 2,000 in just the first 24 hours. Nearly 7,500 respondents participated in total during the 75 days that the survey was open. This survey was not designed to be statistically representative of the community; rather, it sought to include diverse community voices.
- **Community focus groups.** To complement the community survey, 15 focus group discussions were conducted by the Nonprofit Institute at the University of California San Diego. The intent was to reach demographic groups that have historically been under-represented and excluded from decision-making. Focus group discussions were held with immigrants; refugees; predominantly Black, Indigenous, and People of Color (BIPOC) communities; families with children; people with disabilities; people with unstable housing; and military families. Focus groups were held in both English and Spanish in the Oak Park and Barrio Logan communities. A report summarizing the focus group discussions is published under separate cover.
- **Library Staff Team.** A working group composed of SDPL staff representing different divisions and facilities met multiple times to provide ideas and input.
- **Library and City technical meetings.** Periodic meetings were held with the Planning Department to share information and findings about the library master planning process to update the City's Developer Impact Fee (DIF) plan. Focused meetings were held with staff of SDPL's Centralized Collection Development, Innovation and Community Engagement, and Information Technology divisions.
- **SDPL all-staff survey.** In late 2020, a digital survey was circulated asking about the opportunities and challenges facing SDPL; about the community's changing needs for service and technology; and about how SDPL's facilities are used. More than 50% of library staff participated in this survey, which is a high rate of response given that many staff were on furlough at that time.
- **Stakeholder Committee.** A sounding board was composed of representatives from the City's Planning and Public Works Departments; the Library Commission; the Friends of the San Diego Public Library; the San Diego Public Library Foundation; and community members.
- **City committee/commission presentations.** A planning progress update was presented to the Community Planners Committee in the spring of 2021. Preliminary plan findings were presented to the Library Commission at its June 2021 meeting. A presentation to the Public Safety and Livable Neighborhoods Committee is scheduled for September 2021.

A partial list of participants in this master planning process is included as an Appendix.

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III. FINDINGS

A GREAT LIBRARY MAKES A GREAT COMMUNITY

ESSENTIAL COMMUNITY RESOURCE

Performing an assessment of SDPL during the COVD-19 pandemic provided a rare opportunity to see how a library system performs while in the midst of global uncertainty. The takeaway? Even in a time of unprecedented stress and hardship, the San Diego community deeply values and relies upon the Library, and library staff rises to the occasion to serve the diverse communities that they clearly love. The community makes the Library great, and the Library helps make the community great.

The Library's initial response to COVID-19 was focused on positive, flexible, and adaptable moves. As one manager put it, staff "stopped on a dime" and changed work styles to fit the conditions. One result was a tighter connection between staff by shifting to more frequent team communications (via video conferencing platforms) to allow for daily status check-ins and service adjustments as conditions changed.

To help the community with urgent needs early in the pandemic, innovative library staff leveraged the tools in its IDEA Labs (maker spaces) to make face masks and shields for area healthcare workers, City staff and community members and signage for multiple uses throughout the library system. Library Wi-Fi systems were left on to allow people to access the internet around library buildings in a safe, socially-distant manner. The SD Access 4 All program (mobile Wi-Fi internet hotspots for patron use) helped spread connectivity even further in the community.

"I am very excited about the recent changes we have made to allow for equitable use of our resources. Fine-free checkout, allowing laptops to be checked out at three branches, and providing Wi-Fi access to lower income communities are wonderful initiatives.

It is my hope that we continue keeping this access a priority and, perhaps, do even more to serve this community."

— SDPL staff survey respondent

For ongoing needs, the Library shifted its programming and outreach efforts to contactless, online options, including extensive video programming via YouTube covering the sorts of services that patrons were missing in real life, including storytimes, book talks, "how to" videos, arts and cultural topics, teen programming, interviews, bicycle maintenance, cooking, and much more. This shift is key, since many patrons rely on library staff to be their trusted guides to the omniverse of knowledge and experiences.

One unintended benefit of the pandemic is that it helped put a spotlight on digital library services that are sometimes unnoticed by patrons. Unsurprisingly, use of the Library's digital offerings (including downloadable materials like eBooks and access to real-time services such as learning software) exploded, with an increase of 200%–400%. The Library's downloadable eBook platform was swamped to capacity (showing both the need for and the challenge of providing downloadable books).

The Library is also a creator of digital content, via access to its cultural heritage and historic collections (called SDPL Digital Collections). Not only did the archive experience increased use by patrons, but staff were able to work remotely to prepare more digital content (notably the Library's clay tablet and postcards collections) to share with the world online.

Library technology staff were at the epicenter, supporting, troubleshooting, and actively adapting the back-end technology platforms and systems that patrons and staff rely on for access. Library technology staff worked with a myriad of hardware, software, partners, and vendors that make up the Library's technology mosaic to work out kinks and anticipate new problems.

Perhaps the system that needed the most attention was the Library's Integrated Library System — essentially the electronic version of the old card catalog that also manages accounts for patrons and enables the circulation of items throughout the library system. Staff worked with the Library's vendor to successfully tweak the system to better manage new circulation requirements necessitated by COVID. On the public service side, staff were responsive to patron concerns when the servers housing downloadable materials were not able to keep up with demand from across the country. SDPL's stellar staff continually demonstrate their dedication to serving the community.

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"We offer equal access to information for all residents of San Diego, regardless of their economic or cultural background and regardless of the color of their skin, their gender, or their creed.

I am very proud of my colleagues and our supervising staff. Our people make us great."

— SDPL staff survey respondent

STAFF PRIDE IN THE LIBRARY + COMMUNITY

In September of 2020, a survey was conducted among library staff to tap into each person's unique knowledge and depth of experience with SDPL and the community they serve. Nearly 400 staff members (more than half) responded to the survey, representing a broad diversity of roles, expertise, experience, and tenure at SDPL with responses from public-facing and support staff at almost every SDPL location — including the Central Library and 34 of the 35 branches. Other respondents included representatives of Administration, Programming, Circulation, Youth Services, Collection Development, and Public Technology Services. Some respondents had worked at SDPL for less than a year, while others had 30 years — or more — of experience as part of the SDPL organization.

Respondents demonstrated a great deal of pride in the Library and how library services improve equity throughout San Diego and help improve people's lives.

"I am most proud about SDPL's programs and initiatives that engage diverse communities (such as our involvement with PRIDE) and tackle challenging community issues (such as homelessness and sex trafficking).

I believe we set the bar high for other libraries in San Diego County by pushing the limits of what a public library can offer beyond what it is traditionally known for (such as storytime or book club.)

The traditional services are of course incredibly important, but I'm proud that as an organization we aren't afraid to try new things."

— SDPL staff survey respondent

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"It's in sunny San Diego with beautiful weather year-round, we're convenient to everything, and our library is open on Sundays!"

— community survey respondent

"Estoy muy agradecido por el servicio que dan sin ningún costo para toda la comunidades que desean aumentar sus conocimientos en lugares asados y seguros."

— community survey respondent

"A friend only has access to the internet at her local library. There are many people who can't afford internet at home and the library is their only safe place for it."

— community survey respondent

"Having someone non-judgmentally assist one-on-one helps a lot to build skills, confidence & independence."

— community survey respondent

"As an Asian American I have always felt safe and comfortable at the San Diego local libraries. Thank you so much for keeping it alive and active."

— community survey respondent

"I am a member of the LGBT community and love that the library community feels like an ally."

— community survey respondent

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THE COMMUNITY'S LOVE FOR THE LIBRARY AND THE CITY

Effectively hearing the diverse voices of the San Diego community required several different approaches, including a survey and focus groups reaching out to historically underserved populations with the aim of giving as many San Diegans as possible equitable input to the master planning process. Engaging community members in San Diego began at the beginning of 2021 and continued through early spring.

As well as asking questions about specific needs and desires for library spaces and technology, the community survey offered respondents a number of open-ended questions to allow freedom of expression. One unique aspect of San Diego that emerged in the community survey results was the pride and passion residents feel for their community. When asked about what respondents love about where they live, a top keyword was "everything," and when asked about what they want to change about where they live, the majority of respondents said they would change "nothing." Of course, questions also resulted in helpful suggestions for building an even greater community and a stronger library system.

The Library was among the top topics mentioned in response to the question, "what do you love about where you live" (other top responses included the outdoors and nature; the community; walkability; and proximity to community amenities).

Community respondents deeply valued services provided by SDPL. In particular, they ranked the following services as most important to them: 1) free programs, books, and materials for recreation/ entertainment; 2) lifelong learning; 3) access to technology; 4) connecting the community with information; and 5) a safe place in the community.

Respondents pointed out how critical the Library can be as the only access point to digital materials and the internet, for example. They also emphasized the positive impact of technology learning and practice at libraries.

Many respondents also left comments expressing appreciation for how SDPL fosters safe, welcoming spaces.

COMMUNITY SURVEY

Participation in SDPL's community survey was impressive, with nearly 7,500 responses. In the planning team's experience, this is a far higher level of participation than many communities get on similar "convenience surveys" (i.e., surveys that are available to anyone wishing to participate, rather than a managed sample designed to generate statistically representative data).

The survey was offered between February 15–May 3, 2021 in seven languages (Arabic, Chinese, English, Farsi, Spanish, Tagalog, and Vietnamese) in online and paper versions. The survey was promoted widely via radio, TV, email, social media, and other channels. Response rates from different parts of the city were monitored based on respondents' self-reported ZIP codes, and supplemental focused outreach — including patron engagement by library branch staff — was used to encourage participation in areas with lower response rates.

Nearly 90% of community survey respondents reported that they live in the City of San Diego. Most respondents were 30 years old or older, which is not unusual for a convenience survey of this type. English topped the list by a wide margin as the primary language spoken in respondents' households (95%); 10% reported that their households speak Spanish in addition to or instead of English. More than two-thirds of respondents identified as White or Caucasian; 11% identified as Hispanic or Latino; and 7.5% identified as Asian or Pacific Islander.

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"I have three kids, and I've taken them to the library because they help them with their homework. The teachers there are very friendly and teach very well."

— parent participating in a focus group

"I just see it as a peaceful place to go to events [...] The library for me is just a type of a vibe, like a calming, relaxing place where you can learn, meet people, have events; it's a great free community activity."

— teacher participating in a focus group

"I do go to Malcolm X, and Skyline… because they tend to have some events that are really, really great for the African American community. And I love to attend those events."

— senior focus group participant

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THE LIBRARY'S TOP STRENGTHS

The Nonprofit Institute of the University of San Diego conducted 15 focus group discussions with 87 San Diego residents to learn more about current use of the Library, the needs of users, and ways the Library can better serve them in the future. The focus groups were performed in multiple languages and reached Vietnamese speakers, Spanish speakers, Promotoras (Spanish-speaking community health organizers), refugee groups, immigrant groups, people with insecure housing, military personnel, people with disabilities, high school students, parents, and seniors.

Similar to the community survey respondents, focus group participants said the most common uses for the Library included checking out books and reading; attending community events; using technology; borrowing movies/DVDs; bringing children for homework help, participating in activities; and visiting a safe space.

Focus group participants spoke positively of SDPL's many strengths, and the following themes emerged frequently:

- Local libraries are easy to access by car, on foot, or via public transit.
- Libraries are a safe space to spend time — for respite from the heat, for peace and quiet, and even for a clean restroom.
- SDPL is an invaluable resource for children to participate in programs and literacy activities.
- SDPL is a great place for cultural and community events.
- The community cherishes the books, movies, technology, broadband, and other vital resources that SDPL provides.

VISION OF LIBRARIES IN SAN DIEGO

COMMUNITY AND STAFF AMBITIONS FOR THE FUTURE

Best Library in the U.S.

Staff and community engagement revealed ambitious dreams for SDPL's future. When asked what they would like SDPL to be like in 2025, staff outlined a vision of a thriving library performing impactful and inclusive patron services, and harnessing the power of technology for smooth service delivery. One staff member declared, "I would like SDPL to be a serious contender for the best library in the United States."

Staff hoped for:

- *"A well-funded, well-regarded, civil and safe community resource that people want to visit for both traditional resources and exposure to new ideas and technologies that they will need in the future."*
- *"A place where employees are excited to come to work and patrons are excited to visit. A highly respected organization among community members and other library systems."*
- *"A place in touch with the advancement of technology, being able to provide individuals in our community with knowledge and access to these platforms with no problems regarding funding."*
- *"I would like [SDPL] to be at the forefront of a diverse, forward looking society, pushing the envelope on inclusivity and focusing on the uplift of voices of previously marginalized communities."*

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"[We need] better equipped facilities to meet community needs, including up-to-date technology (for staff and patrons), teen spaces, computer labs, new tech labs, meeting rooms, and career centers/programs."

— SDPL staff survey respondent

"I felt a little sad because we don't have a library available with all of the programs like the Central Library in our communities, District 4 and District 8. So hopefully all the people who are listening... know that low-income communities also like to go to the library."

— focus group participant

"We need upgrades, indoor-outdoor spaces, space for our communities to congregate/study/hang out/learn/explore, places where people can see into our buildings and not just look at exterior walls; we need to be a place of hope and resilience and inspiration!"

— SDPL staff survey respondent

"I would like to see more accessibility on the websites.... I use the BARD website (a database for the visually impaired), and it's completely accessible. But I would like to see more websites being implemented.... I would like to see more accessibility features."

— focus group participant with a disability

Equitable Access to Welcoming Branches

Survey respondents and focus group participants had many ideas for future improvement opportunities. Both staff and community members suggested improvements to library buildings and spaces. Focus group participants wanted each branch to have dedicated spaces for diverse purposes, be attractive and modern, incorporate art and culture, and include outdoor spaces. Numerous residents commented on the beauty and functionality of the Central Library and noted that they would like the branches, though obviously smaller, to also feel inviting and reflect this same level of functionality.

The majority of focus group participants lived in historically underserved neighborhoods with high rates of poverty. Many of the participants hoped for more equitable distribution of resources across libraries and noted that currently, libraries in more affluent communities have more amenities and programs than libraries in lower-income communities. Participants also suggested ways that libraries could better serve the community by instituting practices that are more inclusive of the diverse needs of residents.

As part of SDPL's commitment to inclusivity, increased accessibility for people with disabilities was noted as an important goal. Focus group participants recommended more accessible computers; improved signage with larger font sizes, more contrast, etc.; more programs available virtually and through streaming; and more accessibility on library websites (like BARD).

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Removing Barriers

According to the focus groups, common barriers to visiting the Library included lack of awareness of what the Library offers; limited book collection; limited hours; and perceptions of a lack of safety. Focus group participants discussed many ways to overcome these barriers in the future. Marketing, strategic partnerships with community-based organizations, and more customer service helping patrons maximize use of the library services, could increase awareness of available library services. SDPL also has an opportunity to further expand its collection, including more physical and online multilingual resources. More investments in technology to increase computer and broadband access inside and outside library facilities can expand access to library resources outside of library hours. In particular, this could help many community members who have unreliable or no internet access.

"I want to also throw in there... allowing people Wi-Fi access, even though the library may be closed for operational hours... for many of the neighbors that live around here to have reliable, fast Wi-Fi accessible, whether you're inside or outside the building, I think would be important. And that's not just Oak Park Library; that should be any library across the city."

— focus group participant

"I think [Wi-Fi] is essential. It's how 99% of services are accessed. And a lot of time people that need the services have limited broadband access and so, you know, it's a lifeline for people and it's essential."

— focus group participant

"I have kids of different ages, and they have one or two computers, but not all [of them] have [a computer] so they always have to use one from the library... So not all of us have computers and the library does not have enough."

— focus group participant

"It's very difficult at times to find [available] computers. In fact I almost never was able to get one because they were always in use or assigned for other people… Like if they had more technology available, newer [technology], more computers."

— focus group participant

Technology programs and services were generally very important to focus group participants. In particular, participants felt strongly that more computers and greater access to reliable Wi-Fi were an absolute necessity. Although many participants reported they had access to a personal computer and some had recently received a personal computer during the pandemic, they still felt strongly that the libraries of the future need ample computer access. Residents who visited many branches, including the Central Library, reported that all of the computers were often being used at any one time.

In imagining the libraries of the future, participants would like to use technology more flexibly through the library. Because computers were often occupied and the need for extended time on the computers was prevalent, participants suggested either more devices or computers/tablets designated for specific purposes with varying time limits depending on the purpose. Participants also suggested laptop loans for library or home use, as well as more opportunities for streaming library events.

Many of the focus group discussions also addressed the need for the Library to provide a safe environment. However, participants varied considerably in how they defined a safe environment. For example, homeless participants expressed gratitude that the library was one of the only places they could go for some peace and quiet and a bathroom. In contrast, other participants reported that the homeless population and possible drug activity outside libraries contributed to a feeling of a lack of safety. For others, a safe environment meant culturally sensitive staff who were welcoming to all.

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VISION OF HIGH PERFORMING LIBRARIES

In their first working session for this master planning process, the SDPL staff working group (the Library Staff Team or "LST") explored definitions of a "high performing library." As well as articulating an aspirational vision for libraries in San Diego, this discussion also helped frame the ways in which analysis and interpretation of library use statistics and branch data are valid — and in which ways they are not.

- **Customized range of services.** First and foremost, LST members were clear that high performing libraries are tailored to the needs and interests of the communities they serve. More than just a building with books and computers, high performing libraries are vibrant and energetic places where patrons can find resources and support to help them succeed. Staff are engaged with the community both within and beyond the library's walls, building their understanding of local needs and interests and sharing what the library has to offer.
- **Welcoming, spacious facilities.** High performing library buildings reflect the community's culture and ownership. They are attractive, welcoming, clean, and free of clutter. They provide plenty of space for patrons to sit, work, read, collaborate, and use technology — their own or the library's. They also provide places for programs, meetings, and group gatherings.
- **Well-equipped staff.** Library staff in all parts of the SDPL organization should have the tools and resources to be collaborative, innovative, and effective. Public service staff in high performing libraries should have the training and support to assist with a broad range of patron and community needs. They should have the time and capacity to be out on the public floor, providing proactive service at the point of need.
- **Robust funding.** Library revenue should be stable and reliable over time to support continuity and consistency of service from year to year, and to enable long-term planning for service evolution and operational innovation. All library locations must be well-resourced to provide access to core library services — including up-to-date-technology and robust collections — of ample quality and quantity to meet community expectations and priorities. Resources to support specialized, enhanced, and tailored services that respond to local community needs must be distributed equitably.

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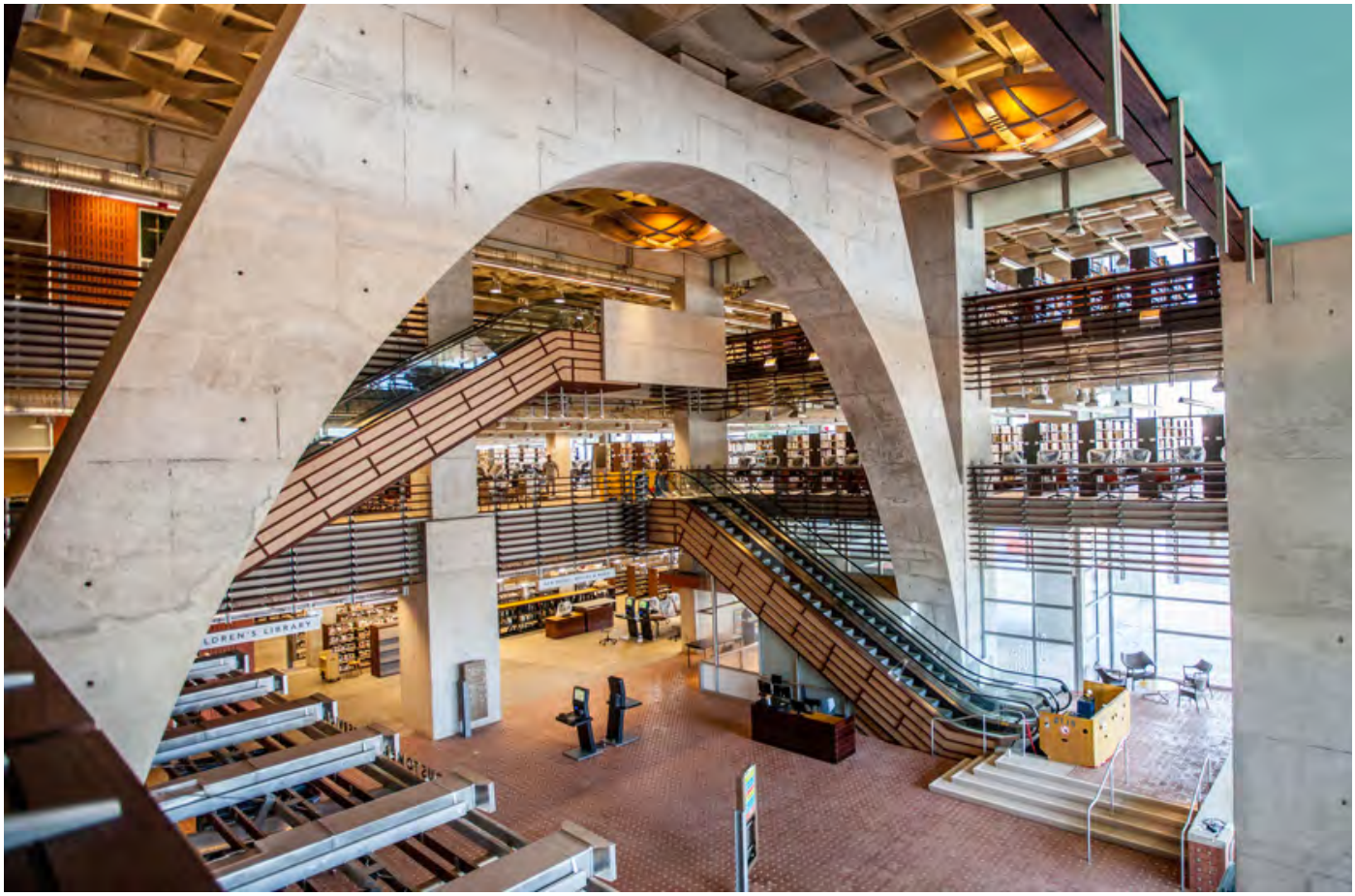

"The Central Library is what other cities dream of having with all its amenities, services, and exhibits."

— community survey respondent

"[Central Library] is a beautiful building that provides access to not only materials and computers but to unique programs and activities for the community."

— SDPL staff survey respondent

CENTRAL LIBRARY IS A CITYWIDE DESTINATION AND RESOURCE

San Diego's Central Library @ Joan Λ Irwin Jacobs Common truly represents the community's own vision of modern library service — not least of all because it was realized through a great deal of community support. The dream of a new downtown library took shape in the early 1990s, when a study found that San Diego's existing post-war main library could neither meet the needs for direct public service nor adequately support SDPL's growing branch library network.

In 2002, San Diego's mayor announced a "21st Century Library Building Plan" that proposed more than $315 million in library improvements over the next decade — including construction of a new landmark Central Library more than double the size of its predecessor. Funding for the $185 million project included $65 million in donor and community contributions to a campaign led by the San Diego Public Library Foundation (with an additional $10 million from private donors to defray five years of operating costs); a $20 million California State Library grant; $20 million from the San Diego Unified School District; and $80 million from the City redevelopment tax revenues and other special funds.

The new Central Library opened in 2013 to enthusiastic praise for its distinctive design as well as for its modern, technology-forward services, and people-oriented spaces. Among the accolades was the Urban Libraries Council's recognition of SDPL's innovative new service model that enabled the new building to be operated with the same number of staff as the previous, much smaller library.

By 2019, an average of nearly 300 people were walking into the Central Library every hour — drawn by the breadth, depth, and diversity of programs, collections, and technology. More than 25% of all SDPL public computer sessions were logged at the Central Library, where one in four patrons used a public computer during their visit. Materials circulation was higher than any other SDPL location except for the Carmel Valley branch. Central Library also offered the most programs and hosted the highest program attendance in the SDPL network.

In addition to the programs and services, Central Library visitors are also drawn by the richness of experiences — of learning, discovery, creativity, inspiration, and social connection. More than a third of community survey respondents listed the Central Library as one of their favorite SDPL locations to visit pre-COVID, for reasons including:

- *"The Central Library is a favorite due to its extensive print collections, maker spaces, and meeting spaces."*
- *"The Central Library has a wonderful Genealogy Center."*
- *"I visited Central Library because of the Silhouette machine, sewing machine, and 3D printer."*
- *"I attended a wedding at the Central Library which was an awesome idea!"*
- *"The Central Library has fantastic programming. Getting to see/hear Ransom Riggs with my teen was fun for both of us."*
- *"The Central Library has a wonderful music collection."*
- *"I appreciate the Central Library as a monument to learning and the greater San Diego community."*

"At Central we have a high school — we have a job search center — we have a literacy hub — we offer an art gallery as well as public exhibit space — we have a vets center — we have mental health office in the building — we offer online high school program for adults seeking their HS diploma ... we offer a lot."

— SDPL staff survey respondent

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BRANCH LIBRARY USE VARIES BY COMMUNITY

San Diego's 2002 *Library Building Plan* proposed to significantly expand branch library space citywide by more than 70%. It proposed a new basic branch size of 15,000 square feet to be implemented through expansion, replacement, or new construction at 14 locations. It also proposed that each council district should have at least one branch larger than 20,000 square feet, and identified six libraries for expansion or new construction at about 25,000 square feet.

To date, the City has implemented many — but not all — of these projects. Although many of SDPL's branches are now the same size, analysis of service statistics shows that they are used very differently:

- In 2019, Oak Park Library patrons logged the most public computer sessions of any library branch — despite being one of SDPL's smallest branches. Other top technology branches that year included City Heights/Weingart, Logan Heights, Mission Valley, and Skyline Hills. Together, these five branches accounted for nearly one-fourth of all branch library computer sessions in San Diego.
- That year, Rancho Peñasquitos had the highest program attendance of any SDPL branch, with La Jolla/Riford as a close second. Together, just these two branches had nearly the same total annual program attendance as the Central Library.
- Rancho Peñasquitos was also near the top of the list for materials circulation in 2019 — second only to Carmel Valley. Rounding out the top five were Rancho Bernardo, Mira Mesa, and La Jolla/Riford. Together, these five branches accounted for 30% of all branch circulation — and out-circulated the Central Library nearly four to one.

The library staff working group for this Master Plan Framework was clear that while service metrics reflect levels of use, they are not enough to gauge overall performance. How a branch ranks on any service measure is not, on its own, a valid proxy for how well a branch is performing. It is critical to look at every measure and ranking within the context of the needs and priorities of the communities each branch serves. It is also essential to consider the condition, capacity, and suitability of the library building for providing service.

The Clairemont Library, for example, was in the middle to low end of the rankings on programs, circulation, and computer use in 2019. This does not mean that Clairemont is a low-performing library. Given that Clairemont is one of the tiniest branches in San Diego, it's actually no small wonder that it provided as much service as it did. In fact, Clairemont out-circulated much larger branches that year — including Valencia Park/Malcolm X and Logan Heights, both of which are more than four times Clairemont's size.

On the flip side, a high ranking on any metric does not necessarily mean that the branch is fully optimized for that service or does not warrant improvements. For example, the Oak Park Library had by far the highest number of public computer sessions in 2019 — despite its small, aging, and constrained facility. SDPL staff reported that southeast San Diego communities have distinct and significant needs for technology access and services. This was echoed by community survey respondents living in southeast San Diego, who rated technology as being one of SDPL's most important services for their communities. It is highly likely that the Oak Park Library could further increase its service and impact in an improved facility.

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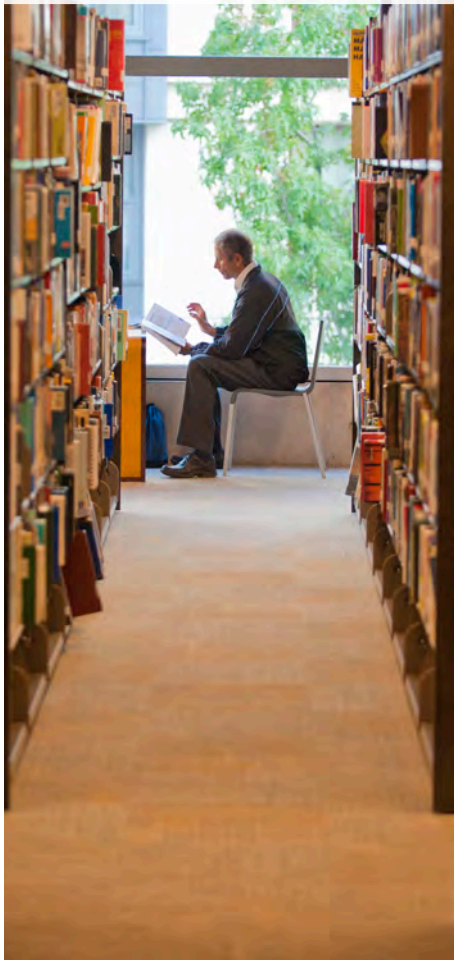
GET BOOKS + MATERIALS

PARTICIPATE IN PROGRAMS + EVENTS

PLACE TO READ OR WORK



REASONS FOR VISITING THE LIBRARY ALSO VARY BY COMMUNITY

The community survey conducted for this master planning process asked respondents to consider the reasons why, pre-COVID, they would visit a library. Overall, the top five answers were the same throughout San Diego:

- To get books and other materials
- To participate in programs and events
- To read or work alone
- To get information and/or other resources
- To get help from library staff

That said, there was some regional and demographic variation in how respondents in different communities answered the question — some of which are discussed below. It should be noted that none of these variations or differences inherently suggests a greater or lesser need for library space. It does, however, suggest that different types of space may be appropriate in order to support responsive service in different communities.

"I would like us to have more facilities that are full service — with meeting rooms, appropriate electrical and internet connections, and spaces that can be modified."

— SDPL staff survey respondent

Place

Respondents who said they visited the library for reasons of "place" — to read or work alone, to meet and collaborate with others, or even just to hang out — were more likely to live south and east of downtown San Diego, including the far South Bay communities.

Visiting the library for these types of "place" reasons was also particularly popular among BIPOC respondents, nearly half of whom said they came to the library to read or work alone. About two-thirds of respondents under the age of 30 also said that they visited the library to read or work alone, compared to less than one-third of respondents over 50. Youth were far more likely to report that they came to the library to hang out than any of the older cohorts.

"I feel that libraries in general will be needed more to provide study or small group conferencing space. With many people working remotely and I see that continuing in the future, there will be a desire for a safe clean work environment with healthy wireless which isn't your house or home office.

Also the need for the technology to accompany those spaces. Things like green screens, ring lights, microphones will be in demand for public use to create virtual presentations.

Many patrons who do not have the technology or the knowledge will need the Library more than ever just to keep up with everyone else. Tech classes I foresee will be in high demand especially by seniors or low income students. Streaming and digital services will also be in demand."

— SDPL staff survey respondent

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Technology

In addition to asking technology-related questions via the community survey, the planning team worked with SDPL staff to explore and understand the technology needs of different San Diego communities. Staff were clear that libraries in all areas of San Diego see patron demand for a full range of digital inclusion services — from basic access to the internet and devices, to learning how to use those devices and online access to improve their lives through participating in government, finding jobs, learning new skills, and more.

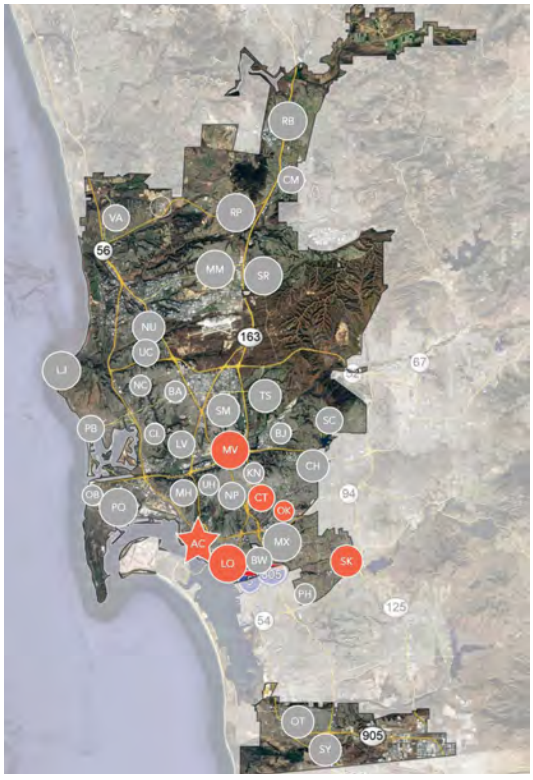
Staff also are enthusiastic about the potential for SDPL's IDEA Labs to help patrons citywide not only learn important skills, but also build strong community bonds. In branches without dedicated IDEA Lab space, staff see opportunities to provide access to these lab activities in other ways such as maker kits.

Staff did report some regional variation in technology needs:

- In northern areas of San Diego, where many residents have their own devices (e.g., laptops, smartwatches etc.), SDPL tends to see more needs and patron interest in opportunities to learn how to use technology.
- Communities with military families tend to need more access to communication technologies in order to stay connected with loved ones.
- In southeast and far south San Diego, library patrons and communities tend to have higher needs and demand for access to basic technology: computers, Wi-Fi, copiers, and even fax machines.

This last point is consistent with the community survey, where residents of areas south and east of downtown were more likely to say that they visited the library in order to access Wi-Fi and/or use library-provided technology. In fact, residents of the South Bay communities were more than twice as likely to say they visited a library for technology and Wi-Fi access as residents of northern areas of San Diego.

Visiting the library in order to access Wi-Fi and/or use library-provided technology was also selected particularly often by younger survey respondents, BIPOC respondents, and residents of near and far south communities. Black/African-American and Hispanic/Latino respondents were more than twice as likely as white respondents to say that they visited the library to access technology or Wi-Fi.



SDPL locations with the most computer sessions in 2019

"There is a large disparity between the demand for print/AV materials in different neighborhoods."

— SDPL staff survey respondent

SDPL locations with the highest materials circulation in 2019

Materials and Information

More than 90% of community survey respondents over the age of 30 reported that pre-COVID, they visited the library to get books and materials.

About 90% of respondents living in northern San Diego areas also said that the collection was one of their reasons for visiting the library. In contrast, a little over 60% of South Bay community residents said that books and materials were what brought them into the library.

Although BIPOC respondents were slightly less likely than white respondents to report coming to the library for books and materials, they were more likely to report that they came to get information and other resources. More than half of Black/ African-American respondents also said that they went to the library to get help from library staff.

Key Takeaways

- Equitable library services and spaces are tailored to local community needs and interests.
- Lower service metrics suggest misalignment of space, services, and/or resources with community expectations and priorities.
- The community should be engaged in the planning and design process for library services and facilities to ensure alignment with needs and priorities.

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MANY SAN DIEGANS USE MULTIPLE BRANCHES

The community survey conducted for this Master Plan Framework asked people which library was their favorite to visit pre-COVID — and why. More than two-thirds of respondents listed more than one SDPL library; more than 1,000 people listed four or more libraries! Proximity to home, work, and other daily destinations was cited frequently as the reason they visited those libraries — but not exclusively. Other reasons included access to different library services, the opportunity to connect with particular library staff, the beauty and experience of the building and site, and even nostalgia for a favorite childhood branch.

A few examples from community survey respondents:

- *"North University I like because it is close to my house; La Jolla because it is right in the middle of the village so it's convenient; and Point Loma because it is so beautiful."*
- *"I grew up in the Benjamin Library. Linda Vista and Mission Valley are near my home. La Jolla is beautiful. And there are no words to describe how great the Central Library is."*
- *"Valencia Park/Malcolm X is near where I live. Mountain View/Beckwourth is near where I work. That would be my lunchtime hangout some days. Central has most of the books I am looking for plus they have the study rooms, the children's library and lots of space. City Heights and Mission Valley would often have books I was looking for if I didn't want to wait for a hold."*

That said, people's mobility in San Diego is influenced by geography — including natural and built environmental features such as valleys and freeways as well as the sheer distance between different parts of the city. The walkability of San Diego's neighborhoods and proximity to amenities were among the most mentioned things that community survey respondents said that they love about where they live. However, they also included traffic, transportation, and parking issues among the things that they would change if they could.

The new Master Plan Framework process set out to establish service and facility planning zones that:

- are based in how SDPL patrons actually use libraries;
- acknowledge and account for natural and built features that shape community mobility; and
- offer opportunities for smart and innovative solutions to improve service, space, and customer experience.

"All libraries are worthy of love, but the libraries you frequent are yours in a unique way, you know?"

— community survey respondent

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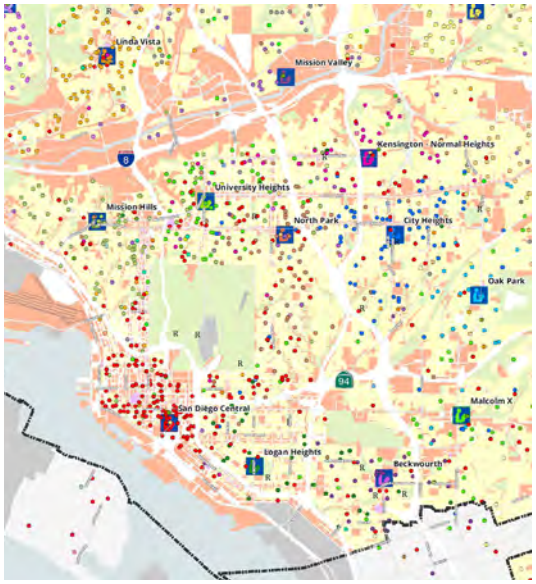

Library data from early 2020 were analyzed to understand which libraries San Diegans choose to visit. This analysis showed that San Diegans don't only visit the branch closest to home.

The City of San Diego's Planning Department plotted two weeks' worth of anonymized library check-out data from early 2020 (pre-COVID) onto a map of the city. This time period was selected intentionally to be a more or less "typical" pre-COVID two weeks without holidays, unexpected branch closures, or other interruptions to day-to-day library use patterns. Each data point was a dot on the map, showing each cardholder's registered mailing address relative to the specific SDPL facility where they visited and checked out physical materials.

As expected, the maps of each branch showed more visits by residents living closer to that library, and fewer visits by residents of other areas of the city. And there were some geographic factors that appeared to influence library choice, such as the Miramar Air Station and some stretches of I-5.

Consistent with the community survey, the maps showed that SDPL patrons didn't exclusively visit the library closest to their home. Some branches — often the larger ones — had a larger "catchment area" than some of the other, smaller branches. The Central Library saw visitors from throughout the city, including the far north and far South Bay areas (albeit less frequently than for communities closer to central San Diego).

This mapping analysis was used to establish the six planning zones proposed in this Master Plan Framework, each of which has multiple branches serving diverse communities. In some zones, there are notable patterns of cross-use among two, three, or even more branches; examples include Ocean Beach and Point Loma, as well as a Clairemont-North Clairemont-Balboa library triad.

The master planning process did not strive to achieve any particular population size target or to balance populations evenly among the zones. Neither did it strive for any particular demographic profile or community characteristics. City council district, neighborhood, and/or Community Planning Area (CPA) boundaries did not factor in. The primary driver was the observed library visit pattern of SDPL patrons checking out materials during a two week period pre-COVID.

Key Takeaways

- Branches that experience cross-use by residents of different neighborhoods can develop special and complementary services, as well as economies of scale that improve quality and efficiency.
- Not every branch needs to be expanded, if it is not practical or cost-effective to do so; capacity can be built where cost-effective opportunities for expansion (or replacement) arise.

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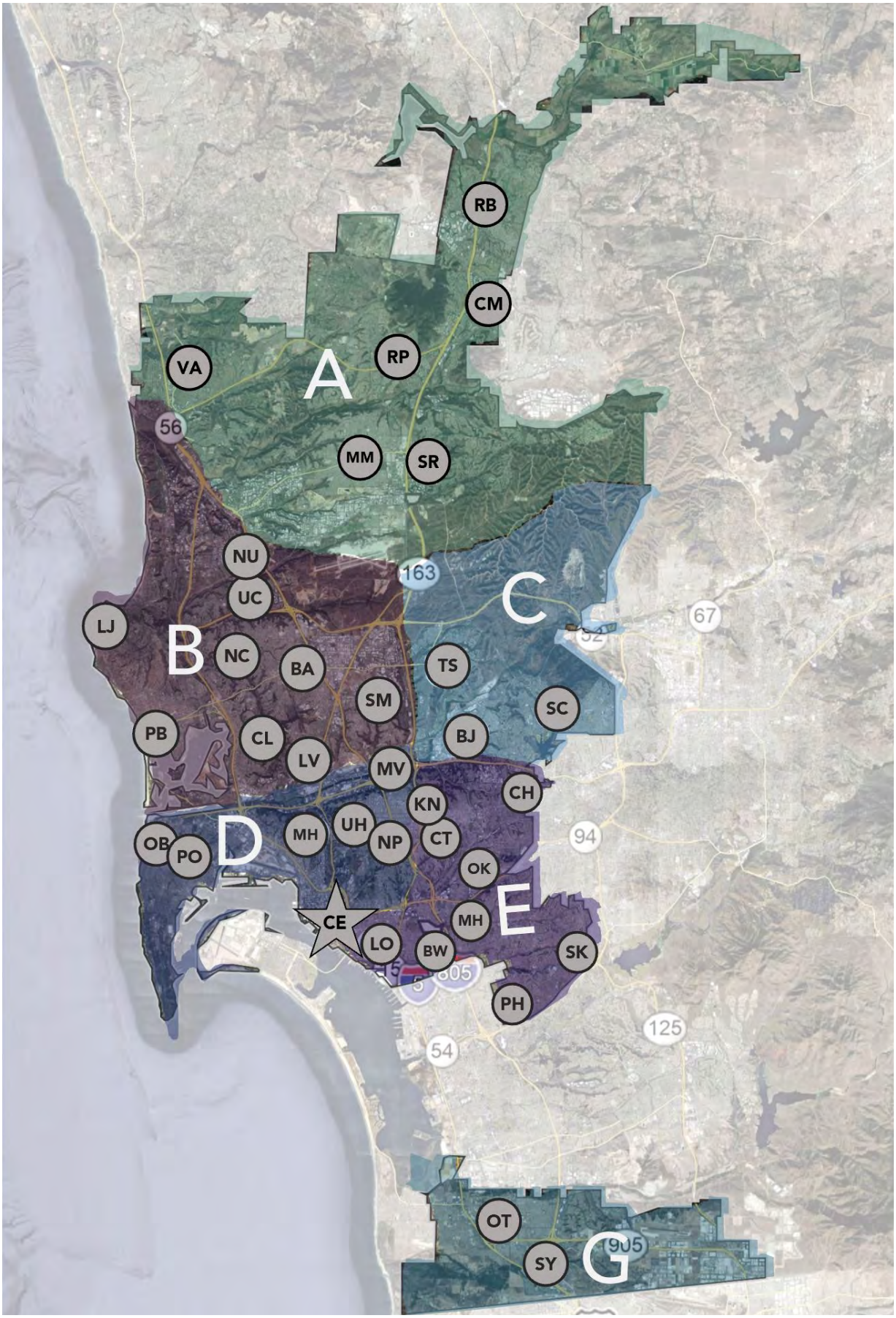
PROPOSED BRANCH LIBRARY PLANNING ZONES



See page 28 and page 30 for more information about the proposed planning zones.

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ZONES! WHAT ARE THEY GOOD FOR?

SDPL is responsible for providing library service throughout San Diego — a city with more than 100 recognized neighborhoods and 52 Community Planning Areas in an area of more than 325 square miles. Subdividing this huge geographic area into regions or zones helps SDPL focus on the unique needs and priorities of different communities within the city, and respond with services tailored to where they are most likely to be used and have impact. A zone approach can be used to plan where to provide specialty services, resources, and spaces that are not practical or affordable to provide at every branch (SDPL's IDEA Lab is one example). And it helps make SDPL's library service and facility planning framework more manageable.

The zones proposed for this Master Plan Framework are different from those used in the past. San Diego's 2002 Library Building Plan used city council districts for its library planning zones, which made a certain kind of sense because San Diego's city council districts historically have been drawn to all have about the same population size. The City's council district boundaries were redrawn after the 2010 census — and a new ninth district was added — to account for higher growth in some districts than others. This threw the implementation of the last master plan a major curve ball as it headed into the past decade. In the wake of the 2020 census, the City's council district boundaries may yet be changed again.

For these reasons, the six zones for this Master Plan Framework have been established based on an analysis of SDPL patron check-out data mapped over natural and built geographic elements such as freeways and rivers. Of course, all of the proposed zone boundaries are permeable. Libraries in every zone are visited by residents of every other zone (as well as by residents of other San Diego County communities). They are not meant to suggest that patrons do not — or should not — venture outside for library services.

These zones are also not set in stone. It is very possible (and even likely) that over time, mobility and travel patterns in San Diego will evolve in response to changing transportation options, community development and redevelopment, and other factors. And as SDPL's libraries are improved, people may find themselves willing to go a little bit farther than they once were. The ability for SDPL to review, confirm, and adjust the zones periodically is part of what will make this Master Plan Framework flexible and adaptable over time.

During this master planning process, the six zones were named with letters in alphabetical order from north to south. The letter F was skipped as a zone name to try to avoid conjuring the image of a grading scale. Each zone is described in more detail in Section IV, Zone Profiles.

LARGER BRANCHES PROVIDE MORE DIVERSE, RESILIENT AND SUSTAINABLE SERVICE

During the early and mid-20th century, SDPL's basic network model included a large downtown main library and small neighborhood-scale branches. Beginning in the 1980s, SDPL started building bigger branch libraries that could provide more — and more diverse — programs, services, and spaces.

In the new millennium, San Diego's *2002 Library Building Plan* (LBP) recommended a minimum size of 15,000 SF for branches. The LBP also recommended a new layer of larger 25,000 SF branches to provide additional service and capacity in each city council district. All SDPL branches built or expanded since 2002 followed these size recommendations, and today almost half of San Diego's branch libraries are 15,000 SF or larger. In keeping with the LBP recommendations, newer library branches also were built to meet or exceed the sustainable design requirements of the US Green Building Council's LEED program.

Larger branches have proved to be an excellent strategy for expanding SDPL's capacity for service effectively — and efficiently. Before COVID, SDPL's nine largest branches accounted for more than one-third of all branch library visits. Dedicated program space in these big libraries enabled them to accommodate more than 40% of all SDPL branch program attendance in 2019. Visits to these larger libraries were also driven by their special destination services (such as the multimedia

"New and improved facilities and the ability to provide outreach and services to the community is hindered by not having enough money."

— SDPL staff survey respondent

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"I value the library for the facility as well as for the wealth of resources like books and music, in addition to the great staff. The library also offers space to hold a meeting, a class, a study group, a puppet show or a movie viewing. It's a community resource that gives a gathering place and a sense of belonging. It is endlessly adaptive for different ages, different activities and meets needs for leading or attending these activities. I love the library as it has something for everyone, and is especially valuable for our community members that do not have other resources for information, computers, internet, and the chance to learn free of charge. When times get tough, the library is more important and necessary than ever. The library can be the hub of a community and strong communities work together for a healthy neighborhood with strong futures."

— community survey respondent

IDEA Labs), as well as by larger collections, more technology, and more seating. Large branches were included more often than smaller branches in community survey respondents' lists of their favorite libraries to visit pre-COVID.

In many cases, the number of staff needed to operate SDPL's larger branches is not significantly more than what is required at its smaller libraries. On average, SDPL's largest branches are staffed at a cost-per-square-foot that is about one-third of its smallest branches. In 2019, the Point Loma/Hervey Library actually operated with the same number of staff as the University Community Library — even though it's more than twice the size. This suggests that SDPL may be able to expand or replace some of its smaller branches with more efficient, larger facilities without a significant (if any) increase in staffing.

SDPL's larger and newer libraries also expand its ability to help communities weather disruption and build resilience. For example, they have more capacity to serve as cooling centers during hot weather, and to charge devices during neighborhood power brownouts and rolling blackouts. They are also important for maintaining social connections during challenging times; one community survey respondent wrote: "The Valencia Park/Malcolm X Library has been my bright spot during the [COVID-19] pandemic. I visit every single week…. I am a people person and it has been a real blow to be so alone all the time. The library cheers me up and has given me something to look forward to." As of this writing in summer 2021, most of SDPL's larger branches are partially or fully reopened.

Key Takeaways

SDPL's larger branches have proved a good model for providing a diverse range of modern library service efficiently and sustainably. SDPL should continue to build larger branches where possible in order to expand access to service, increase operating efficiency, and enhance community resilience.

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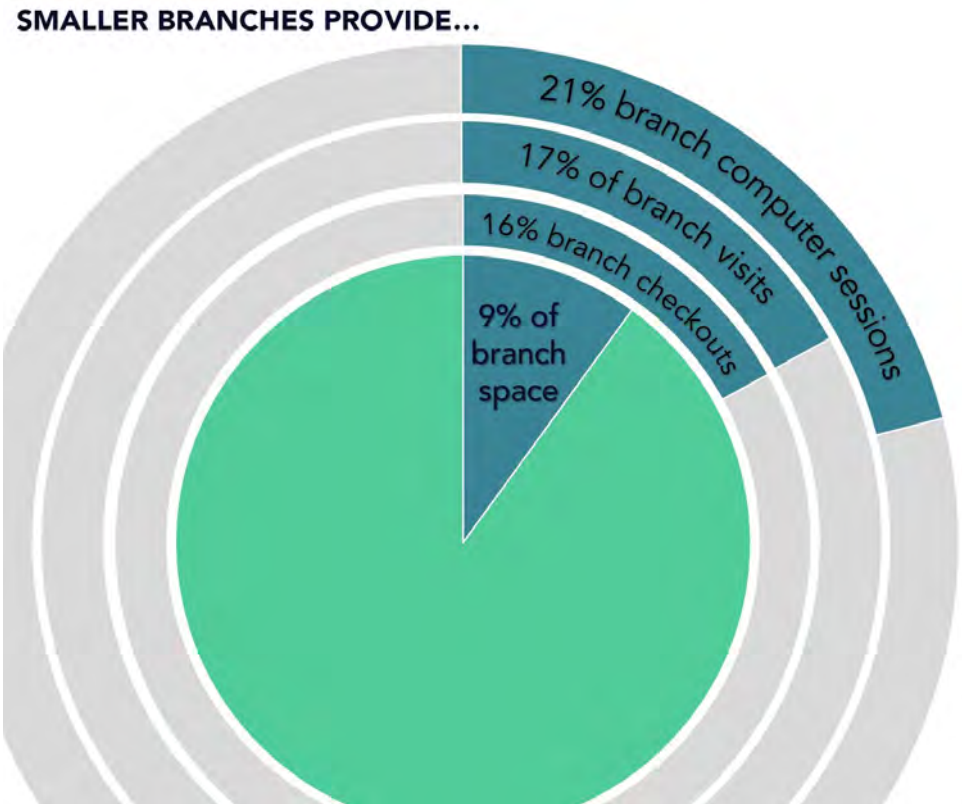

SMALLER BRANCHES ARE OVERWORKED

The library building boom in San Diego over the past 20 years expanded or replaced many small branches with newer, larger facilities. However, more than half of SDPL's branches are still smaller than the minimum size recommended by the last master plan.

The list of SDPL's smallest libraries also includes its oldest. Most of its small branches predate the popular adoption of computers, the internet, and other technologies that are integral for modern life — and therefore did not anticipate or design for these essential modern library services. The Kensington-Normal Heights, Ocean Beach, and University Heights branches were all built before World War II — a time when the latest innovation in information and entertainment technology was commercial radio.

Small branches account for less than one-third of all library branch space in San Diego — and yet, they house nearly half of SDPL's branch collection. Pre-COVID, they accounted for nearly half of all branch library computer sessions and materials circulation. Although many of the small branches do not have dedicated program or meeting space, they accounted for nearly 40% of all branch program attendance and 15% of meetings in 2019. One community survey respondent described the situation at one of their favorite libraries: *"North Park… is small. It lacks a meeting room, so all programs must take place where they disturb patrons who want or require quiet. A meeting room or other similar space would make the library even more of a community hub than it currently is."*

"I think SDPL can do a lot more...to make all locations more inviting and welcoming to everyone in the community."

— SDPL staff survey respondent

"[What holds SDPL back are] aging buildings (and spaces) that are not able to meet the needs of patrons today (not enough bandwidth or electrical outlets) and don't have enough spaces suitable for small group study/discussion collaboration on projects. Spaces that are unpleasant because of leaks, worn and dirty furniture and carpeting."

— SDPL staff survey respondent

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"There are too many branches, not enough staff to cover a good shift and most of the branches are in poor condition. Poor conditions are described as old furnishings, old equipment, old buildings that need a lot of maintenance that do not have the capacity to house state of the art Wi-Fi."

— SDPL staff survey respondent

Although San Diego's older library branches have had at least basic maintenance, for many it has been a long time since the last major renovation. One objective measure of their current state of maintenance is the Facility Condition Index (FCI), which suggests that many of the smaller, older branches are candidates for more significant reinvestment or even replacement. One community survey respondent described San Carlos Library in more evocative terms: "Beautiful new libraries have been built all around the city while San Carlos has been left as a local shack rather than a community cultural center…. [It is] tiny and old. A disgrace." Another community member wrote, "The older, small, local libraries need improvements and upgrades. The bathrooms are not ADA compliant and the buildings are inefficient and tired."

Although SDPL is a vital partner in community sustainability and resilience, its smaller branches are more limited in how they can serve. For example, its smallest libraries have been among the most challenging for SDPL to reopen safely, as they provide less space for safe social distancing. In fact, as of this writing in the summer of 2021, most of SDPL's nine smallest branches have not yet reopened.

More detailed study of each library building, the age and condition of its systems (e.g., mechanical, electrical), its compliance with modern codes, etc. is recommended for the next planning phase in order to identify specific challenges and opportunities.

"More staffing at busier branches is needed."

— SDPL staff survey respondent

None of this should be taken to mean that SDPL's smaller — and in many cases most beloved — branch libraries shouldn't be improved. Rather, SDPL should evaluate opportunities to modernize and revitalize them for enhanced library service, increased operational efficiency, and improved building performance and sustainability. As it has already been doing, SDPL also should continue to look for opportunities to expand or replace small libraries with larger branches that can provide more service more cost-effectively.

Key Takeaways

- SDPL should not add any new branches smaller than 20,000 square feet to its network.
- SDPL should evaluate opportunities to expand or replace small branches with libraries of at least 20,000 square feet — and larger where possible.
- In small buildings that will continue to be part of SDPL's branch network, programming and space should be evaluated and updated as needed to optimize library service and operations.

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BRANCH LIBRARY SPACE IS INADEQUATE — AND INEQUITABLE

LACK OF SPACE FOR PROGRAMS

In the community survey, respondents citywide agreed that library programs are important for their communities. However, appropriate program space is not universally available at all of San Diego's branch libraries.

SDPL's biggest branches are able to offer a significant amount of programming — and accommodate high attendance — because they have dedicated program rooms. Data analysis by the City's Planning Department found that the availability of program space in branch libraries is positively correlated with the number of branch library visits.

Many of SDPL's smaller branches, meanwhile, have modestly-sized meeting rooms at best — and some lack any dedicated meeting space at all. In these cases, programs must be offered out in the open, potentially disrupting or even displacing other library activities.

All branch libraries in San Diego should have appropriately-sized program space that can be separated from other activities in the library. Each zone should have at least one branch library that can accommodate larger group sizes, so that high-profile, high-interest programs can be offered without requiring people to go all the way downtown to the Central Library.

Although none of the proposed zones fully meet the above goal of providing sufficient space for day-to-day and high-profile programming, Zones A and G are relatively close. The program space deficit is most deeply felt in the zones with smaller and older branches.

"[It] is important to be aware of the fact that some branches (particularly those located in underserved and underprivileged communities) have a difficult time providing resources and services for the communities that they are in."

— SDPL staff survey respondent

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"At our location, we are frequently asked if we have more rooms, more tables, more amenities of all sorts (our building is older…) so we know there is a need that we are not always able to provide."

— SDPL staff survey respondent

"Aging buildings... are not able to meet the needs of patrons today (not enough bandwidth or electrical outlets) and don't have enough spaces suitable for small group study/discussion and collaboration on projects."

— SDPL staff survey respondent

LACK OF SPACE FOR SEATING AND TECHNOLOGY

Providing access to technology and the internet is, by all accounts, one of the most important services that SDPL provides. The number of public computers in branch libraries is positively correlated with library visits, according to analysis of pre-COVID SDPL statistics by the City's Planning Department.

However, as discussed before, the use of public computers differs from branch to branch. For example, 10% of visitors to the North Park and Mira Mesa branches in 2019 logged onto a library computer — while three out of four visitors logged on at the Oak Park Library. Use of library computers was particularly high in Zone E branches, which logged nearly 40% of all branch computer sessions that year.

As discussed earlier in this report, community survey respondents also reported different reasons for visiting SDPL branches pre-COVID. Younger and BIPOC respondents were more likely to say that they came to the library for "place" reasons — to work or read alone, to collaborate with others, or simply to hang out. Respondents from Zones D, E, and G were also particularly likely to visit libraries for "place" reasons.

All branch libraries should provide space to meet their communities' needs for seating and technology. In branches where browsing and circulation of physical materials aren't the highest community need or priority, SDPL can consider relocating some of the collection to other branches in order to free up space for seating and technology. However, in SDPL's smaller branches, even moving the entire collection out may not be enough.

Lack of technology space at the Oak Park Library

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LACK OF SPACE FOR THE COLLECTION

Despite predictions that digital materials and the internet would make print materials obsolete, SDPL has continued to see high demand for books, DVDs, and other physical items. Many community members shifted to digital formats while branches were closed due to COVID, but circulation of physical items rebounded once the doors were back open. A common theme in the community focus groups facilitated for this master planning process was that a "limited book collection" was a barrier to visiting the library.

"Invest in more space at the branches."

— SDPL staff survey response to the question "What one thing would you change to make SDPL a better system?"

Among SDPL's goals for collection development is to build the breadth and depth of materials available in other languages in order to better serve San Diego's diverse communities and non-native English speakers. The need for more diverse, multilingual materials was also one of the themes in the focus groups conducted as part of this master planning process. However, at the network level, SDPL cannot comfortably grow the collection in its branches without either adding more space or displacing other services — including seating, technology, and program space.

At the community level, not every branch necessarily needs or wants a larger collection. And yet, most SDPL branches have a moderate to major amount of space dedicated to shelving. Particularly in the smallest branches, even a relatively small collection can have a big impact on the functionality, flexibility, and customer experience of the space. Kensington-Normal Heights Library has the second smallest collection of any branch, but its ratio of physical materials to branch size is 8.5 items per square foot — the highest in the SDPL network. Close behind are University Heights, Clairemont, and Balboa at 7.8-8.0 items per square foot. By comparison, SDPL's largest branches hold much larger collections — and still are mostly below 3.5 items per square foot, reflecting the greater capacity and diversity of space these larger facilities provide.

"Small libraries... don't always provide the space that can accommodate the needs of the public best."

— SDPL staff survey respondent

Stacks at the University Community Library

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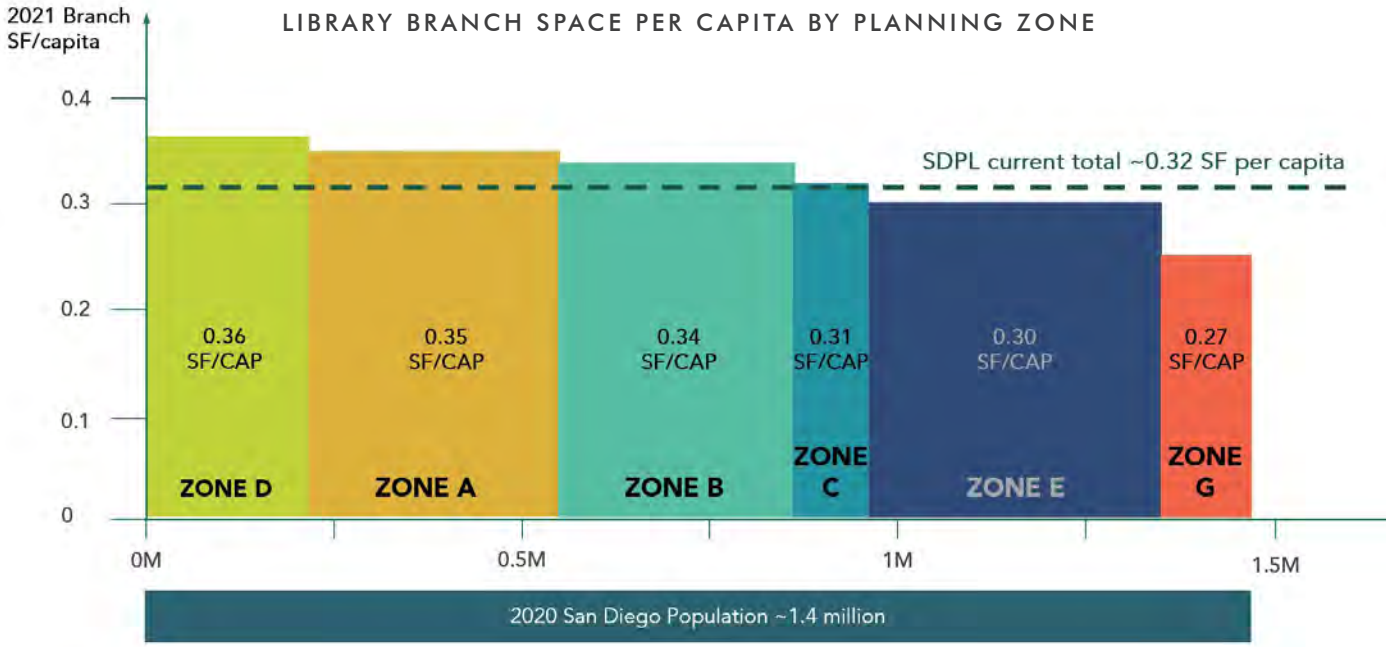

INEQUITABLE DISTRIBUTION OF SPACE

Today, SDPL facilities provide an average of about 0.58 square feet of space per capita citywide. Of this total, the branches make up a little more than half of available library space at 0.32 square feet per capita, while the Central Library accounts for the balance.

Breaking the citywide total down by zone, however, reveals that not all areas of San Diego have equitable access to branch library space. Zones D and A each have a bit more branch library space per capita than the city average overall, while Zones E and G have a little less. More detail about the population and branch space in each zone is included in Section IV: Zone Profiles.

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LIBRARY SPACE NEEDS

A branch library space planning target of 0.35 to 0.45 square feet per capita would provide expanded capacity for people, programs, technology, and collections in San Diego. The lower end of this range would be most successful if developed in a network of large library branches (at least 25,000 square feet), which tend to be more space-efficient. The upper end of this range would be needed if SDPL were to maintain and grow a network of smaller branches (e.g., less than 15,000 square feet), which tend to have a larger proportion of space allocated for non-public and support functions (e.g., staff work areas, bathrooms, mechanical rooms, etc.).

The City's current DIF planning process has recommended using approximately 0.6 library square feet per capita, including Central Library, as the basis for calculating developer impact fees (this has not yet been fully adopted as of this writing). For branches, this is roughly equivalent to the low end of the branch library space planning target above, and should be considered a minimum threshold. To support maximum service and operational efficiency, DIF funds earmarked for libraries should be invested in larger branches that can provide innovative, robust, and high quality service.

The amount of space needed in each zone to accommodate future population growth would be calculated by multiplying the branch library space planning target range by each zone's projected population.

Key Takeaways

- In some parts of San Diego, there is a deficit of branch library space to meet current community needs.
- More branch library space will be needed throughout San Diego to accommodate future population growth.
- Using a population-based metric will help the City plan and provide fair and equitable access to library space throughout San Diego.

SQUARE FEET PER CAPITA: THE NON-STANDARD STANDARD

The ratio of building size to population size is a time-tested metric for library planning. Commonly expressed as square feet per capita (or SF/capita), this metric is typically used to quantify:

- *the amount of library space provided today relative to current population size;*
- *any gap or deficit of space relative to community needs and priorities; and*
- *additional library space needed to serve anticipated future population growth.*

This metric uses the gross area of the building, including everything within the outer face of the exterior walls. Staff work areas, support spaces, closets, bathrooms, storage and everything else — even the thicknesses of the walls themselves — are included in the calculation along with space for public service. This is because these non-public spaces tend to be sized in proportion to the space for the public, and therefore can be measured and projected at the same rate.

Although the square foot per capita metric makes it very easy to compare the amount of library space between one library system and another, there is no absolute scale or universal SF/capita target that is right for all libraries or communities. A library SF/capita target that is too low for one community might be perfectly appropriate or even aspirational for another community. The amount of space each library system needs is unique based on factors such as community interests and priorities, the library system's operating capacity and capabilities, and available resources for building and maintaining library facilities.

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WHAT'S THE DIF?

The City of San Diego's development impact fee (DIF) program is a mechanism for mitigating the impacts of new development on public facilities and infrastructure. The City was updating its DIF plans at the same time that SDPL was undergoing this master planning process. Although the planning efforts were in parallel, each with its own methodology and timeframe, the planning teams met several times to share findings and insights.

The City's Planning Department used its own methodology for assessing fees for library facilities, based in part on analysis of pre-COVID SDPL service statistics. That analysis revealed a number of findings consistent with the findings of this master planning process, including a positive correlation between the number of library visits and:

- *the availability of suitable program space;*
- *the number of public computers; and*
- *the size of the physical collection.*

Of course, one limitation of historical library use data is that it reflects only what was provided in current facilities, given their characteristics and constraints (e.g., sizes, locations, mix of spaces, age and condition, etc.). The data sets lack information or insight into how patrons might use services and spaces that may not be widely provided in sufficient quantities and/or locations, such as group study and collaboration spaces.

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San Carlos Library

LIBRARY FUNDING HAS NOT KEPT UP WITH NEEDS

LIBRARY OPERATIONS

Recognizing that the significant expansion of library facilities proposed in the *2002 Library Building Plan* would require additional operating funds, in 2002 the City adopted an ordinance that 6% of San Diego's general fund would be earmarked annually for SDPL operations. Full funding at this level would put San Diego shoulder-to-shoulder with how other major California and US cities fund their libraries.

However, the City has overridden this ordinance every single year — even the very first year it was enacted — and has funded the Library at an average of 3.5% of the general fund for the last 15 years. On a per-capita basis, SDPL's annual operating budget has been less than 70% of the California state average (and some years, it got down to nearly 50%). Since 2002, SDPL's facilities have grown by 84%, while its annual operating budget has grown by less than 60%. (The City's General Fund has more than doubled over the same timeframe.)

"These libraries are the community center, the focal point of our community. Without them, without upgrades, how can they continue to nurture and guide people? An informed, knowledgeable populace is part of our democracy. It's a bit ridiculous to increase housing density and not update sewers and electrical, isn't it? It is equally ridiculous, or more so, not to upgrade our libraries."

— community survey respondent

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"Our budget is going to continue holding us back as long as we don't have the funds to make some of our bigger goals a reality — new and improved facilities and the ability to provide outreach and services to the community is hindered by not having enough money."

— SDPL staff survey respondent

"Budgetary restrictions [hold SDPL back]. With budget cuts almost every year, it makes it difficult to provide the materials and services we want to provide. Also, there is very little budget from the City allocated to providing much needed repairs on existing library buildings and parking lots."

— SDPL staff survey respondent

"Budget issues have historically been a challenge for our system. For instance, as far back as I can remember the book budget has been cut in response to City fiscal issues. Our Department is always the first on the chopping block when it comes to staff cuts."

— SDPL staff survey respondent

"Our older branches are needing some deferred maintenance taken care of (as well as some of the newer ones as well). I think the work of the SD Library Foundation has helped greatly in this area, in making Council aware of the services that we provide and the needs that we have to meet community demands."

— SDPL staff survey respondent

The lack of sufficient operating funds has significantly constrained SDPL's ability to deliver service at the levels needed to keep up with community demand and growth:

- Staff report that the shortage of collection development funding has resulted in long wait times for materials — particularly new and high demand titles — since it cannot purchase enough copies to meet demand. SDPL also has not been able to invest in its foreign language materials, despite San Diego's growing diversity and high number of foreign-born residents.
- SDPL has not been able to provide the quantity or quality of technology devices to meet demand citywide — but impacts are particularly felt in branches serving communities with the highest technology needs.
- SDPL staff are stretched thin, and time available to learn and practice new skills has been at a premium. Building staff knowledge and adapting to change in an ongoing fashion is essential for a high-performing library.

The San Diego Public Library Foundation and the Friends of the San Diego Public Library have been incredibly effective in raising funds, but not nearly enough to fill the gap between the General Fund allocation for library operations and the breadth and depth of the community's needs.

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LIBRARY MAINTENANCE

In 2016, a citywide FY2014-2016 Facilities Condition Assessment[1] study estimated more than $50 million in capital and maintenance backlog needs in San Diego's libraries (not including the old Main Library). Library branch buildings assessed to be in poor condition at that time based on backlog included Kensington-Normal Heights, Linda Vista, Logan Heights, Ocean Beach, Paradise Hills, Rancho Bernardo, San Carlos, Serra Mesa, Skyline Hills, and University Heights.

It is important to note that the FY2014-2016 FCA only looked at maintenance. It did not look at factors related to how well the buildings serve as libraries — including functionality, operations, location, and customer experience. Therefore, the estimated $50 million backlog did not include costs for bringing older facilities into full compliance with current codes (e.g., seismic, accessibility, sustainability), modernizing power and data infrastructure, or updating and expanding space to support the community's library service needs.

The City's 2016 FCA study found the University Heights Library to be in poor condition, with more than $2.7 million in maintenance backlog needs at that time.

"I would like SDPL to have new buildings with modern infrastructure, and enough community and meeting rooms to meet community need. I would like there to be enough infrastructure to add solar panels and solar batteries at every library. Energy is expensive, and we have a lot of sun. I would like for SDPL to have a giant book budget, not the smallest per capita expenditure of comparable library systems. I would like to see our Library have enough money to buy all the books and ebooks we need. I would like to see SDPL to have a fixed programming and book budget that is not susceptible to the annual budget process. Likewise, it would be nice to try and win back the 6% as a line item in the City budget. I would like to use matching funds for happy things for patrons, not for book trucks and chairs and other necessities."

— SDPL staff survey respondent

"We have issues at my branch that have been reported for over 10 years and nothing has been done about it! Our walls are dirty and damaged, the baseboard molding is coming off, the tile in the restrooms is so stained our patrons think it is dirty and unsanitary even after it has been professionally cleaned, the striping in our parking lot is all but invisible, the roof still leaks, the carpet has holes in it, the furniture is original from nearly 30 years ago. We should be able to have every dent, ding and broken thing fixed ASAP so our buildings always look in excellent condition. It's embarrassing when our patrons ask if we have money problems or offer to fix stuff for us. As society evolves and our programming evolves to meet those needs, we must adapt and modify our buildings to keep up with the changes — it's not sufficient to build a library and expect it to still be in satisfactory condition or configured adequately for current needs thirty years down the road."

— SDPL staff survey respondent

1 *Facilities Condition Assessment: Comprehensive Report for City Occupied General Fund Facilities FY14 -16:* https://cipapp.sandiego.gov/CIPDetail.aspx?ID=S14023

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"I would like SDPL to have new buildings with modern infrastructure, and enough community and meeting rooms to meet community needs."

— SDPL staff survey respondent

LIBRARY IMPROVEMENTS

City-provided funding for library improvement projects comes from a combination of sources, but mostly from the General Fund and developer impact fees. The City uses a process in which public projects compete for available funding. Library projects compete with parks, recreation and community centers, arts and cultural facilities, and other projects in the Neighborhood Asset category. As a category, Neighborhood Asset projects automatically receive the lowest weighting — below others such as Public Safety. The lowest of all scored projects are automatically deferred until the following year, when they start the scoring process over from scratch.

Library building projects are managed by the City's Public Works Department through the Capital Improvement Program. As of this writing, two library projects are included in the City's CIP projects list — one for the expansion of the Ocean Beach Library and another for a new San Carlos Library.

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TECHNOLOGY IS A CORNERSTONE LIBRARY SERVICE

TECHNOLOGY ASPIRATIONS

To supplement the findings from the community and staff engagement and learn about the successes and challenges of library technology from multiple perspectives, this master planning process engaged library managers whose job involves the application of technology to serve the community, including the library director, members of the Library's IT Department and Public Services Technology Services, and librarians working with children, youth, families, and adult patrons.

Technology aspirations for library patrons were largely focused on delivering the highest possible quality of library services for patrons; increasing technology confidence and mastery; and applying technology to improve quality of life for all patrons, especially for those needing assistance with basic access and technical skills.

One library manager expressed the Library's vision for patron service in this way:

> *"Our aspiration for patrons is for people to be comfortable using technology skills essential to everyday life, as well as have access to emerging technologies in order to better themselves and the community [and to] access technology and training they could not otherwise afford and to discover/learn/create something new, including new, cutting edge technology."*

Equity of access was also emphasized. Staff expressed the wish for patrons "to have the latest equipment and software to meet the needs of the communities we serve so they have equal (equity) access to information and resources at no or little cost [and] the opportunity to be exposed to new technology that they may not otherwise be exposed to; to empower them to learn and experiment."

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Library staff also shared ideas for new technology items and services that the library should consider offering to patrons in the future, with more in-library technology, mobile technology, equitable access to technology across the SDPL system, and streaming services topping the list.

LIBRARY STAFF IDEAS FOR MEETING COMMUNITY TECHNOLOGY NEEDS

In-Library Technology	• *SDPL should offer computer classes and classes on how to download books on different devices. Patrons frequently ask for help in these areas.* • *At branches that show that patrons have a high interest in art could offer them the opportunities to work with digital art tablets, or with art related computer programs.*
Mobile Technology	• *It'd be nice if laptops and tablets were available for checkout, or at least for use inside (or in front of) of the library.* • *We will need more Chromebooks for work that takes more than an hour.* • *Expanded access to wifi hotspots and portable devices. Wifi printing from devices.*
Equity of Access	• *The request I get most frequently from patrons is access to creative software like Illustrator and Photoshop.* • *User-friendly wireless printing from patrons' own devices and the ability to use credit/debit cards to pay for printing/copying.* • *Online course for patrons to learn how to use computers for beginners*
Streaming Services	• *Kanopy, Hoopla, Lynda.* • *A music service would be great.* • *Streaming video. We're well into the 21st century and we still only offer DVDs, a 20th century technology.*
Wireless	• *Wireless printing and/or simpler printing procedures; Laptop checkout at each branch and iPad checkout at each branch; wifi hotspot checkout.* • *Wireless/cloud printing. Real time translation devices. Device charging stations/lockers. Accessibility services/tech at each branch.*
Software	• *Creative software, photo and video editing.* • *Editing and other production software and equipment.*
Learning	• *Also the Idea Lab may need to offer more classes.* • *Increased Employment Assistance & Computer Classes* • *Very basic online digital literacy classes.*
Maker	• *Mini-Maker labs at all branches (or at least a 3D printer at all branches to match SDCL) with trained staff and how-to programs or a training guide to educate the community on the equipment.* • *3D printing and laser cutter at all branches. They should be for all patrons, not just teens.* • *robotics, video and sound editing software, laser cutter, more STEAM*

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Technology aspirations for library staff were largely focused on shoring up staff technology skills to help patrons and maintain robust, up-to-date devices and connectivity for all library locations. One manager expressed the goals this way:

> *"We want staff to have the opportunity to explore/discover various technologies to incorporate into 21st century library services and to be inspired to adapt these technologies to improve services…. [And] to be comfortable using and providing instruction in everyday technologies, as well as seeking out skills and library applications for emerging technologies to educate and better the community."*

Maintaining the quality of library technology investments was a common theme in staff discussions, as expressed in the following staff comment:

> *"We need more user-friendly, updated technology that keeps up with the changes and is efficient and practical…. [And] technology that is current, at speeds that allow efficiency and effectiveness and allows them to provide service to patrons existing in a quickly changing technology environment with higher expectations and needs."*

Improvements to the Library's broadband infrastructure were also desired "to enhance the Library's Information Infrastructure by incorporating fiber optics" at more library locations.

As an area of continued growth, library managers would like more technology support. According to them, "There are not enough staff for the technology needs of a library system of this size." Currently, technology staffing for the Library comes in several functional forms. The Library has a dedicated IT team that works on data infrastructure, the Library's Integrated Library System (ILS — essentially the electronic card catalog), web services, and desktop support, with some work in conjunction with the City of San Diego. The Library also has a team focused on Public Technology Services including emerging technology, and staff for the Library's IDEA Lab maker spaces.

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TECHNOLOGY ACCOMPLISHMENTS + CHALLENGES

SDPL's technology accomplishments can be considered during two distinct time periods: pre-COVID, when improvement projects were planned ahead of time, and COVID-era, when staff responded to needs on the fly in an ever-changing environment.

Pre-COVID technology accomplishments include:

- A successful 2020 conversion to the Polaris Integrated Library System (arguably the Library's most important central technology system; as well as serving as the electronic card catalog, the ILS also is the registration system for library borrowers and enables circulation of physical and digital materials throughout the SDPL system). Many staff noted that the transition was smooth, thanks to the good work of the Library's ILS team.
- The opening of six IDEA Labs throughout the system.
- The conversion of all library materials to use Radio Frequency Identification (RFID) technology. RFID allows touchless circulation of physical library materials and enhances the ease of material check-outs (including patron self-service) and check-ins (enabling fewer physical moves for library staff).
- The addition of self-checkout machines throughout the SDPL system, supporting patrons who prefer self-service opportunities with 75 points of service throughout SDPL locations.

Technology accomplishments during COVID include:

- Expansion of Wi-Fi coverage outside of buildings and increased access hours.
- Optimization of the Library's digital services (including downloadable library materials, subscription electronic resources like language lessons, the Library's unique cultural heritage/local history offerings, and others) to support overall increased use.
- Remote access support for library staff.
- Increase in programming provided via video (e.g., SDPL's YouTube channel).

Technology Challenges:

Technology represents a key resource for library patrons and staff; most library operations are dependent on efficient and functional technology platforms. Some key challenges include:

- Funding, including costs for maintaining current technologies and exploring new, innovative technology.
- Staffing limitations.
- Geographic distance between facilities (making deployment of technology and technology support difficult) and lack of "after-hours" technical support (evenings and weekends).
- Technology learning and practice opportunities for library staff.

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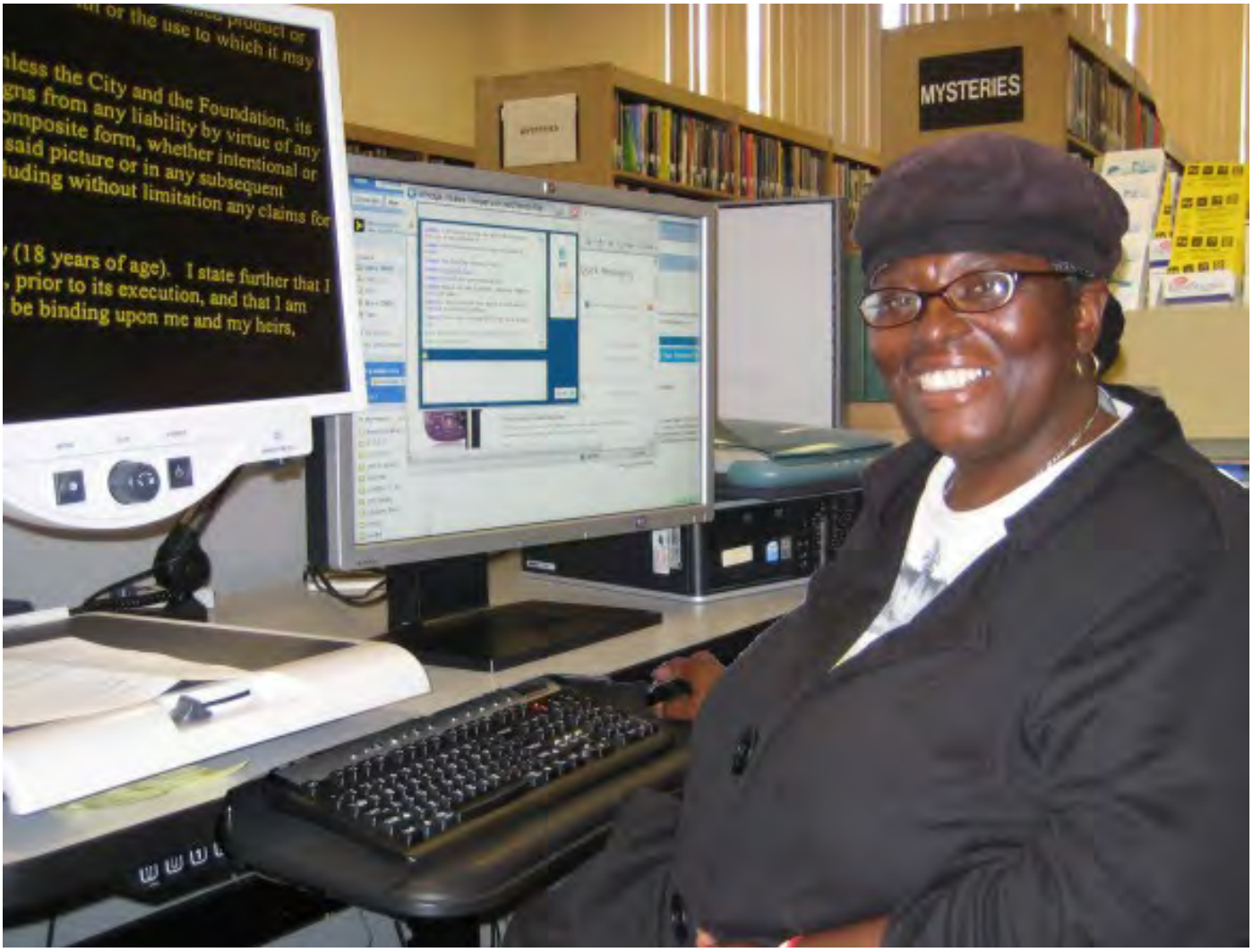
DIVERSE TECHNOLOGY ENVIRONMENT

The Library has a diverse technology environment, reflective of the size of the library locations (from the immense space of the Central Library downtown to the varying sizes of the branch libraries). Addressing equity of technology access across the libraries remains a key objective. IT Program Manager Curtis Williams describes the situation thus: "In terms of technology, there is a major disparity between the main and the (35) branch libraries. We are working towards addressing the technology gap through capital improvement projects as well as on smaller renovation projects when funds are available but we have a lot of work still to do."

Technology Devices

There are approximately 1,200 patron technology devices and 600 staff devices supported by the Library. WiFi is an essential service for SDPL users. In the summer of 2021, the library saw an average of 2,700 WIFi users per day. In some cases, WiFi use topped 3,000 users per day.

- The Library provides technology devices, including desktop computers, for patrons at all locations. There tends to be higher demand for computer access in the southern part of the library system. Many locations have limited space for computer workstations, and do not have room for the collaboration of several people using the same library computer.



- The Library supports ADA compliant patron workstations and computer stations with assistive technology support for visual, auditory, or physical impairments. The library system has 32 ADA designated workstations at 15 library locations (including the Central Library which has 18 of the ADA compliant workstations). These workstations have specialty-use software (e.g., TRACE, ZoomText and JAWS) and have an adjustable table. The Library also has BrowseAloud on all patron computers, and the library website has the BrowseAloud plug-in, which is an assistive technology software that adds text-to-speech functionality to websites.
- The Library lends laptops and other devices to patrons, including Chromebooks and tablet computers, for some in-library use (e.g., supporting the homework help program).
- The Library has specially designated computer stations for children. Most locations do not provide space in the children's areas for collaborative computing for caregivers and children. Additionally, most libraries do not have space for adult caregivers to work while supervising children in their care, and the children's areas do not provide supervised access to new technologies.
- In most libraries, there are adequate computers or devices for all staff members, and they are typically reliable. Most staff also report that the existing printers, scanners, and photocopiers are adequate, as are the phones. At some smaller and older branches, technology can be challenging, as reported in the staff survey.

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Data Network

To best meet needs, the Library's IT department navigates, manages, or co-manages four different Internet Service Providers (ISPs) to offer patron and staff internet access, as well as support library operations at each location. The IT Department does not always have access to the detailed network information necessary for agile network management.

- The Library's IT Program Manager reports that the public internet connection currently performs well overall, but staff connections are slow throughout the SDPL system and could use improvement.
- The Central Library has the most robust connection, with a one Gigabit per second download and 35 Megabit per second upload connection for patron internet access only. This connection is from California's CENIC network. CENIC operates the statewide California Research and Education Network that aims to connect all California libraries, K-12 schools, and higher education facilities to the same high-speed broadband (this initiative was launched in 2013 in partnership with the California State Library and the non-profit Califa library consortium).
- Staff internet access at the Central Library is only 100 Megabits per second, compared to 200 Megabits per second for staff connections at branch libraries. The ISP for library staff is the City of San Diego's provider, AT&T. The Library and City IT Departments have worked diligently to provide broadband service for staff access, yet service remains challenged in some locations. Bandwidth upgrades have been planned, but lack of funding has prevented progress in needed areas.
- The Library purchases connections from Cox and/or TWC-Spectrum for public internet access at branch libraries. This public access includes Wi-Fi for patrons. The Library has been able to increase bandwidth at affordable costs as demands in branches increase over time.
- As with many libraries, the existing wireless Wi-Fi network coverage is adequate in some areas, but challenged in others. Fortunately, the Library has the capability to perform "heat mapping" (showing where Wi-Fi signals are strong versus weak or non-existent) and the Library's core Wi-Fi system is capable of expansion to provide additional coverage. Barriers to expanding the Library's Wi-Fi network include budget constraints and physical difficulties (including the need for suitable wiring and locations to install additional Wi-Fi access points).

SDPL's branches have space dedicated to back-end IT functions, such as "network closets" and/or equipment racks that are crucial to distributing the data network throughout the SDPL library system. Most spaces have adequate temperature, static, and power controls. Currently, expanding IT spaces is either challenging or impossible.

Other Library Technology

As mentioned previously, the Library uses Radio Frequency Identification (RFID) for staff and patron material handling, and preventing the loss of library materials that haven't been checked out before they leave the building. SDPL also has automated people counters to measure the use of each library location as people enter and exit the building.

Access to adequate power for patrons to recharge mobile devices is a critical modern library service. While newer SDPL branches have improved access to power for patrons, most of the library branches struggle to provide adequate power access. In addition, most branches (including new branches) cannot easily add power access for patrons due to limited space, awkward power source locations that cannot be reached with extension cords, safety concerns, and capacity issues. The Kensington branch received some power upgrades in 2019, but others (notably the Oak Park Library) need attention.

Given the importance of meeting rooms across the library system, another key need is audio-visual systems for spaces of all sizes. For instance, large meeting rooms require video screens or projectors for visuals, video switching systems, audio systems adequate for the space, and other equipment like podiums that allow easy access to A/V connections for presenters, wired and wireless microphones for speaking and performing, and power access. Even small rooms benefit from some level of A/V support, especially a large screen to support collaboration. And, of course, all rooms require robust Wi-Fi. The Library has benefited from public educational grant funding that has resulted in A/V improvements in some libraries. However, all of the Library's current and future meeting spaces could benefit from improved A/V installations, as well as ongoing training support for staff to operate and help patrons operate the A/V systems.

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KEY TECHNOLOGY RECOMMENDATIONS

A high-performing library can only be as good as its weakest support links. Technology is mission-critical for library services. It's remarkable to see the progress that SDPL has made in the application of technology, but also important to note areas of improvements to ensure that the community of San Diego continues to thrive via equitable access to library technology. In many cases, suggestions included here may have been previously considered by the Library but were not feasible due to budget constraints.

Near-Term Recommendations

In the near term (1-2 years), the Library may consider the following technology improvements:

- Since Wi-Fi remains an essential service, perform heat mapping of the Wi-Fi signals at all branches and increase coverage and capacity as needed when affordable, including for external access where it is supported.
- Expand in-house circulation of laptops/mobile devices (e.g., tablet computers) as possible, especially in smaller branches and branches where demand for technology access outpaces available workstations, such as in the southern parts of San Diego.
- Continue to provide staff with mobile access options, perhaps increasing these options as library service models have evolved during COVID. Possibilities include additional mobile telephones for in-library use; mobile device access (including remote staff access to the ILS and other staff resources) and mobile presentation options (such as small projectors or portable display devices) for outreach staff; more City-issued mobile phones; more hands-free technology to promote good health and ergonomics for staff; and workstations with larger screens and screen sizes to allow for more "real estate" for remote interactions (such as video conferencing) and accessing multiple resources during computer use.
- Where and when possible, provide additional ad-hoc access to power for patrons to recharge devices in comfortably furnished seating and study areas. Due to aging buildings and challenging physical layouts, this effort will likely require equal parts creativity, elbow grease, and some expense. Please see long-term suggestions below for additional recommendations for power access.
- Consider expanding the successful IDEA Lab maker space program in an equitable manner to include additional locations where space allows, as well as to create smaller-scale "modules of making." These modules could be self-contained activities/kits that can be shared and practiced in smaller branches using whatever space might be available (even temporarily) or kits that are small enough to be circulated like other physical library materials.
- Desired maker items include cutting machines, recording equipment, sewing machines, milling machines, 3D Printers, and other items. The "modules of making" for distribution to branches of all sizes and patron checkout could include SnapDragon boards, Raspberry Pi's, robotics kits, programming kits, and other items.
- Continue improving A/V installations in meeting rooms.

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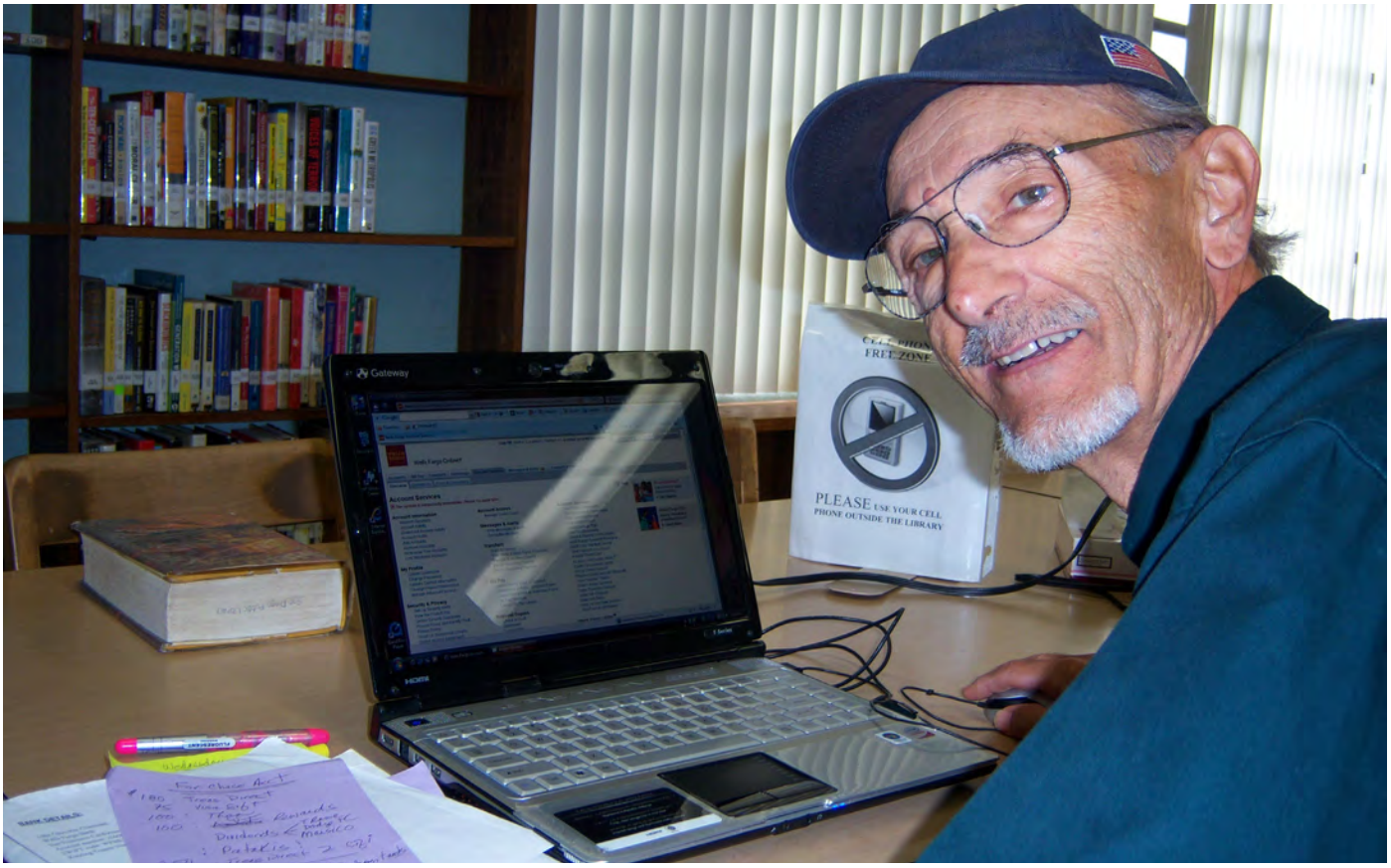

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Longer-Term Recommendations

In the longer term (2-5 years), the Library may consider the following technology improvements:

Data Network

Next to the Integrated Library System (successfully upgraded at SDPL), the Library's data network is arguably the next most important resource. The current network is composed of four different providers of network services including the City of San Diego (with connectivity provided by AT&T for staff computing), CENIC for public computing at Central, and two other commercial providers for public access at branch libraries.

To simplify network management, improve network speed, increase performance, and enhance scalability, it is recommended that the Library consider transitioning all of the public connections to the CENIC network. The value of joining CENIC goes beyond raw management and performance improvements; it offers a strategic advantage of native connectivity to potentially all libraries throughout the state of California (as well as K-12 and higher education institutions) on a dedicated, public, high-speed backbone. Although CENIC has not been fully leveraged in this manner, the connection anticipates the possibility of even stronger collaboration and new approaches to resource sharing in the state, including the sharing of inter-library expertise between regions for the benefit of all California library users.

Connecting the staff network to CENIC may face complications (especially for employee access to City resources), but it should also be considered as part of an exploration into increasing the Library's public network connections to CENIC.

Data and Power Technology Standards

As the Library works through any next phases of facility improvements or construction, it should create and share technology standards for IT spaces, low voltage wiring, Wi-Fi coverage, patron and staff computing devices, A/V systems, and more. These specifications should include power requirements for the building, in particular for patron use. This plan recommends that ergonomic access to standard and USB power should be provided anywhere a patron has an option to sit. The technology standards should be flexible enough to include both new construction and remodel projects.

Patron Computing

For all public computing options, including fixed workstations, mobile technology, special technology installations, and others, it is recommended that the Library go beyond simply determining the number and types of devices needed to serve patrons throughout the SDPL system in an equitable manner. The Library should also prioritize physical User Experience (UX) design and draw on customer journey mapping concepts. An important part of this approach is digital inclusion — teaching users how to apply internet and technology device access to improve their lives. Library resources should also be convenient and intuitive to use. Additionally, to provide a good patron computing experience, physical/environmental needs should also be considered, including sound control, adequate spaces for technology-related activities and collaboration, and other aspects.

Further Web Development

The Library experienced a dramatic increase in use during COVID, and projections across many segments of society indicate that many users have become accustomed to digital options for all kinds of services. It is recommended that the Library continue to track use and needs and invest further into its digital services infrastructure.

Strategic Technology Planning

To coordinate these master plan technology recommendations and align them with emerging needs and other library planning efforts, the Library may wish to create a strategic technology plan.

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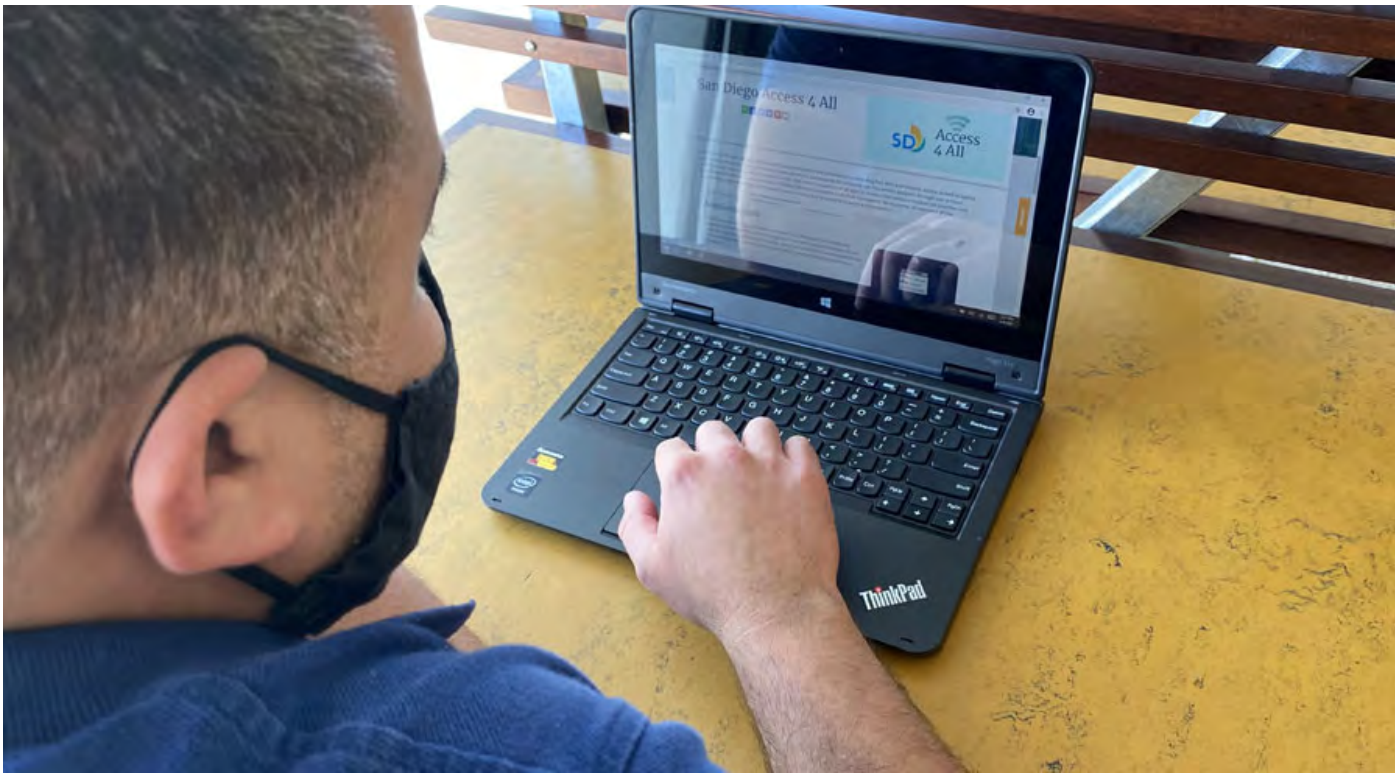

THE LIBRARY VALUES COLLABORATION

As a high-performance library, SDPL has staff dedicated to serving patrons with care, efficiency, and speed. But there are some mission-critical functions where the Library relies on others for assistance. Some of these collaborations result in excellent results while others are more challenging. The collaborations that should be considered with the most care are those that result in better performance for library patrons.

SUCCESSFUL COLLABORATIONS

The Library's relationship with City of San Diego IT partners has resulted in more options for bandwidth throughout the San Diego community and demonstrates an efficient use of publicly-funded technology infrastructure. Meanwhile, the Library's connection to the CENIC backbone strategically positions the Library for further collaboration with other California libraries.

The Library and City also collaborate on the library website and other areas as outlined in the City Charter. In many cases, the collaboration has resulted in a strong partnership and excellent teamwork, even when demand for website changes outpaced the capacity of both Library and City web staff.

During COVID, many SDPL website updates were urgently needed. Some of the updates required the specialized skills of City web staff, who worked together with the Library to meet the needs as quickly as possible, despite many competing demands for their attention during a very volatile time.

"I am so proud that our communities trust the Library, they believe in us, and they know they can count on us. Working with external partners such as KPBS, Veterans Resources, San Diego Unified School District, Mental Health Speakers Project, READ San Diego, and so many more on programming to create bonds with partners and develop stronger programs that benefit all institutions and all communities throughout San Diego."

— SDPL staff survey respondent

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A CHALLENGING COLLABORATION

Despite the successes, the approach to shared Library/City responsibility for technology support has also resulted in some significant challenges impacting the Library's ability to serve patrons.

One challenge facing SDPL is the partnership it has with the City of San Diego to provide courier services between each library location. The courier moves books and other physical library materials between library locations where they are needed. For instance, if a book is returned at a library branch in northern San Diego, but is next requested by a patron in southern San Diego, it's the courier's job to deliver that book (along with many others) as part of a logistical delivery system. The courier also provides delivery services for other City departments, so it is tasked with moving multiple items and forms from one City location to another.

The courier system for any multi-branch library is considered mission-critical for high performance. If the courier is not efficient in operational design and performance, the end result is poor-performance for library services and unhappy library patrons. In a multi-branch system, any other improvements or efficiencies in the logistics chain, including getting new materials into patrons' hands, the work performed by the circulation departments at each library location, and technologies such as Automated Materials Handling systems can encounter a frustrating bottleneck if the courier is not matching the performance of the rest of the system.

Furthermore, efficient logistics result in equity of access to physical materials for library patrons. While commercial providers of logistics take pride in speedy deliveries (the company Old Dominion Freight rallies around the tagline of "Helping the world keep promises"), for libraries, efficient and speedy distribution of materials is about equity of access, a principle that is highly valued in San Diego, particularly by the Library.

A measure of the time it takes for a returned item to become available to another library patron is called "time to shelf." High-performing libraries boast a time-to-shelf of 24-48 hours. At the San Diego Public Library, the time-to-shelf is at least a week, and sometimes longer. When delivery speeds are at their slowest, the courier has worked to catch up as best as it can.

Simply put, library returns can only be as fast as their slowest link, and currently SDPL's slowest link for materials is the courier system. It is recommended that the Library's courier aim for a time-to-shelf metric of 24-48 hours.

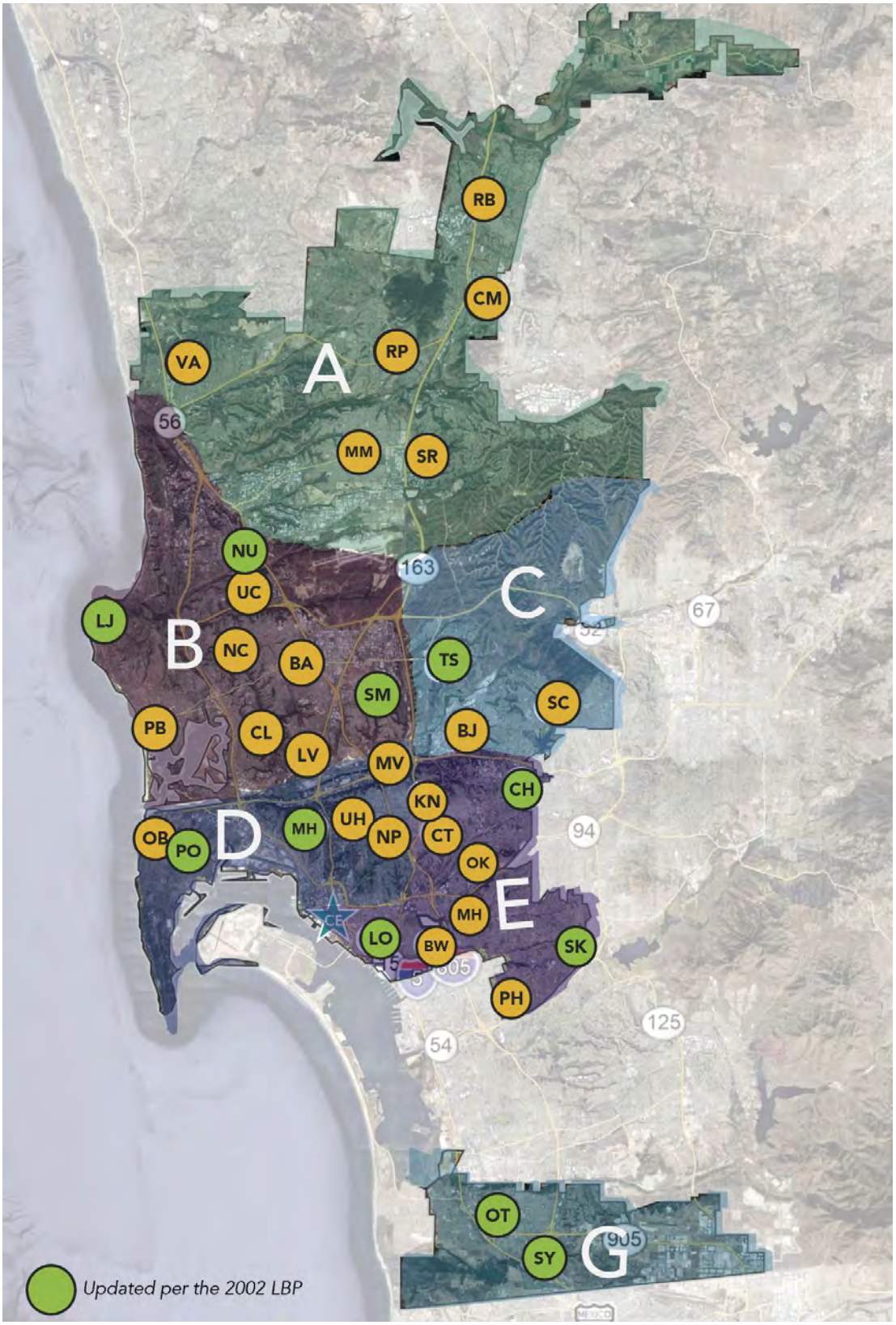
ADDITIONAL CHALLENGES

Another challenge faced by the Library is the divergence between the speed of evolving library technology needs and how the City of San Diego Charter outlines terms of service, boundaries, and collaboration. Although the City has standards for essential technology functionality (including refreshment cycles for devices that are at the end of their useful life), the Library's budget has not been sufficient to meet computing needs.

One library manager characterized the situation thus: "The IT Department's issue is trying to support a mix of old and new technology, which makes troubleshooting and compatibility very difficult. [SDPL has] technology that is no longer supported (7 years old) and the Library doesn't have the funding to replace the tech, having to use refurbished computers to help bridge gaps."

IV. ZONE PROFILES

This section describes the six branch library planning zones proposed in this Master Plan Framework for the San Diego Public Library. While this is not a comprehensive portrait of each zone, it provides the general geographic extents and key demographic characteristics, and highlights the important findings for each zone and the libraries located within. More information about the methodology behind the creation of zones and their role in this visioning framework can be found in Section III.



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ZONE A — NORTHERN SAN DIEGO

ZONE A — NORTHERN SAN DIEGO

Zone A contains the northernmost areas of San Diego. It is bounded by the City of San Diego's limits on the north, east and west side and the Marine Corps Air Station Miramar to the south. It contains some of the newly developed neighborhoods of the city. Largely residential and low-density, it includes the neighborhoods of Black Mountain Ranch, Carmel Valley, Mira Mesa, North City, Rancho Bernardo, Rancho Peñasquitos, and Sorrento Valley.

Zone A is the second-largest zone by population, with approximately 323,000 residents. It has the highest percentage of Asian or Pacific Islander populations residing within its limits and is relatively affluent compared to the other zones. SANDAG[1] projects slower growth in Zone A than other areas of San Diego, adding about 8% to its population by 2040.

Zone A libraries are very well used. In 2019, Zone A branches accounted for more than 20% of all SDPL branch visits, one-third of branch circulation, and nearly 30% of branch program attendance. On the community survey, nine of 10 Zone A residents said they visited the library to get books and materials — more than any other zone.

Zone A did not have any branches expanded through the 2002 *Library Building Plan*. Even so, its libraries currently provide 0.35 square feet of library space per capita — more than the citywide average, and the second highest amount for a zone. Four of its six libraries are larger than 20,000 square feet. A new seventh branch library for Zone A has been proposed on a site in Pacific Highlands Ranch.[2]

All of the libraries in the zone are between 20 and 30 years old, and none have undergone meaningful renovation since they opened. The City's 2016 FCA study[3] found a maintenance backlog of more than $19 million at that time for Zone A libraries, and projected additional needs in the coming years.

ZONE A BRANCHES

Carmel Mountain Ranch Library. The 13,000 square foot Carmel Mountain Ranch Library was built in 1997. Filled with natural light, the building features a large community room. SDPL staff report that use patterns at this branch have changed in recent years — for example, more patrons now bring their own devices than use library-provided technology — and that there are opportunities to realign space with new needs and priorities. Expansion to 15,000 square feet was proposed in the 2002 LBP but was not implemented. The City's 2016 FCA study rated the facility's condition as fair based on the maintenance backlog at that time, and projected additional maintenance needs in the coming years.

Carmel Valley Library. Built in 1993, this library features large entrances and windows and incorporates public art throughout. The 13,100 square foot library is a circulation powerhouse, offering the largest collection of any SDPL branch and ranking at the top for circulation in 2019. It also ranked among the top five branches for programs hosted and attended that year. The City's 2016 FCA study rated the facility's condition as fair based on the maintenance backlog at that time, estimating more than $2.2 million in deferred maintenance needs.

1San Diego Association of Governments https://www.sandag.org/index.asp?classid=26&fuseaction=home.classhome
2 Pacific Highlands Ranch Libary: Project Information Details https://cipapp.sandiego.gov/CIPDetail.aspx?ID=S14023
3 Facilities Condition Assessment: Comprehensive Report for City Occupied General Fund Facilities FY14 -16: https://cipapp.sandiego.gov/CIPDetail.aspx?ID=S14023

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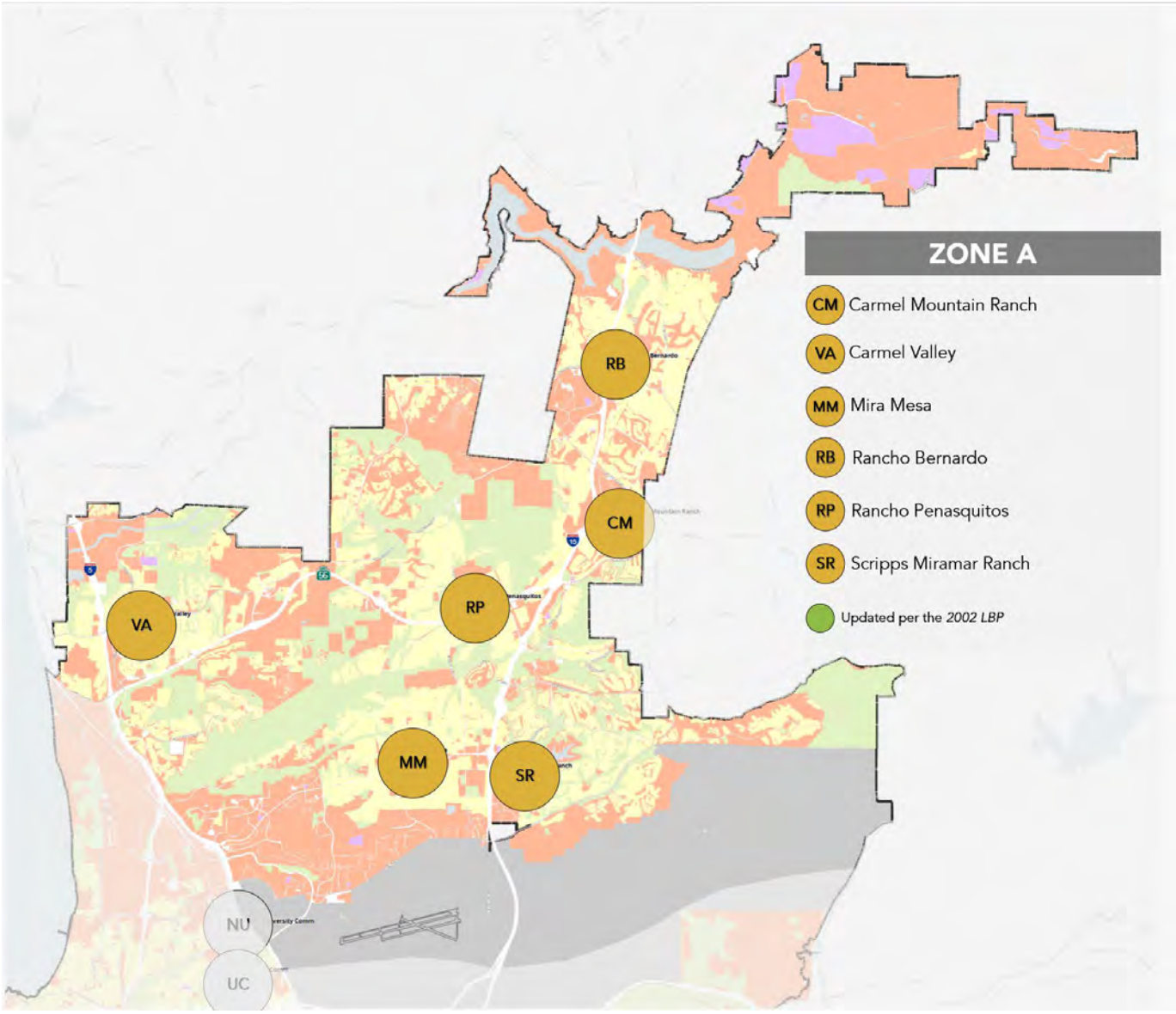


Mira Mesa Library. Built in 1994, the 21,000 square foot Mira Mesa Library features a community room, a teen center, and themed public art throughout the building. It offers a large collection of language materials, including titles in Tagalog, Chinese, Hindi, Korean, Vietnamese, and Spanish. Mira Mesa had the fourth-highest circulation of any SDPL branch in 2019, as well as the highest levels of computer use (by far) of any Zone A branch. One SDPL staffer mentioned that Mira Mesa's computer lab is poorly ventilated and has its computers spaced too closely together. The City's 2016 FCA study found more than $1.4 million in maintenance backlog at that time, and projected additional needs in the coming years.

"I like Mira Mesa because it's a great community center. I see lots of school kids there doing their homework and staying out of trouble, and its layout is conducive to that. I used to work next door to it and it was nicely kept and had everything I needed when I had five minutes to pop in and grab books."

— community survey respondent

"Mira Mesa Library could really use refurbishing. The carpets, furniture, bathroom fixtures, and furniture are quite worn."

— community survey respondent

DRAFT

"Rancho Peñasquitos Branch Library will be 30 years old next year and it shows. The list of deferred maintenance issues is long and depressing."

— community survey respondent

"Pre-COVID, the Rancho Peñasquitos library was very popular with families of small children and students doing homework or meeting with tutors. There were many great programs available and the branch was always busy. We can't wait to get back to it!"

— community survey respondent

"I enjoy the Scripps Ranch Library location. It offers nice areas to relax and browse books and magazines. I also like the proximity to nice walks around the adjacent pond and Lake Miramar. I also have taken adult piano classes there and attended events in their large multipurpose room. That room has been put to very good use over the years."

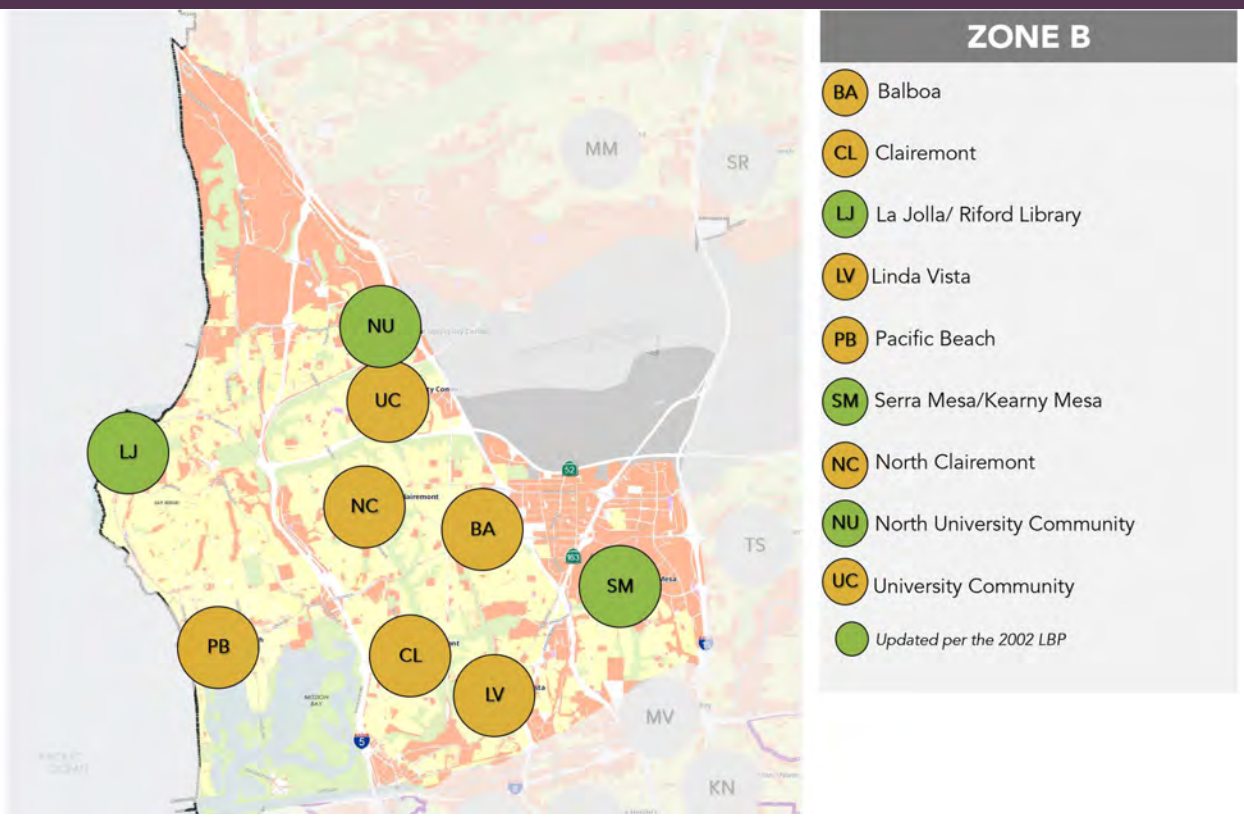
— community survey respondent

Rancho Bernardo Library. At 23,000 square feet, the Rancho Bernardo Library is the biggest branch in Zone A and also one of the biggest branches in the SDPL system. Following a grass-roots funding campaign, the current building replaced a much smaller building in 1996 to meet growing demand. A popular spot for meetings, concerts and performances, the library attracted approximately 340,000 visitors in 2019, ranking third among SDPL branches. It also ranks among the top for material circulation. Its high FCI suggests that the building is in poor condition and will require moderate to major maintenance. While the 2002 LBP did not include a recommendation, the Rancho Bernardo Public Facilities Financing Plan (2013) proposed a 2,500 square foot expansion. The City's 2016 FCA study rated the facility's condition as poor based on the maintenance backlog, estimating more than $5.5 million in deferred maintenance needs at that time.

Rancho Peñasquitos Library. Built in 1991, Rancho Peñasquitos is the oldest library in Zone A. It was built after the community advocated for a larger library to meet growing demand. The 20,700 square foot building includes meeting rooms, study rooms, and plenty of desks, making it popular among students and teens. It was the most visited branch in 2019 with the highest attendance per program. It also ranked second for material circulation. The City's 2016 FCA study estimated about $3.8 million in deferred maintenance needs at that time, and projected additional needs in subsequent years.

Scripps Miramar Ranch Library. Built in 1993, this 21,700 square foot branch is designed in the Mission architectural style and features vaulted ceilings, large windows, and a children's amphitheater. Its location next to a lake makes it a popular destination for families with children. In 2019, it ranked among the top 10 branches in San Diego for materials circulation and program attendance. The 2002 LBP recommended parking lot improvements but no expansion of the building; to date the parking lot has not been improved. The City's 2016 FCA study estimated more than $4 million in deferred maintenance needs at that time, and projected the need for additional investments in subsequent years.

ZONE B — BEACH/ NORTH DOWNTOWN



ZONE B — BEACH/ NORTH DOWNTOWN

Zone B encompasses the area north of downtown San Diego and is bounded by the coastline on the west and I-15 to the east. Well-known landmarks within the zone include the University of California San Diego campus, the Mission Bay park, and the La Jolla village coastline.

Interstate 5 runs north-south through Zone B. Mapping of pre-COVID library use patterns showed cross-use of Zone B branches by residents on both sides of I-5, which is why this Master Plan Framework proposes this area as a single zone rather than two. That said, I-5 does influence mobility patterns and library visits to some extent, and needs to be considered in planning libraries in this zone.

Zone B has a current population of approximately 307,000 people — about 70% of whom live east of I-5. SANDAG projects that the population of Zone B will grow by approximately 12% by 2040.

Zone B branches do a lot of business. In 2019 they offered the most programs and hosted the most program attendees of any zone. They also accounted for nearly 30% of all SDPL branch circulation that year. More than one-fourth of SDPL's branch collection is housed in Zone B, which has the highest ratio of collection materials to branch space in San Diego — particularly east of I-5.

Branches in Zone B currently provide approximately 0.34 square feet per capita of library space overall. This is higher on the west side of I-5, where the La Jolla and Pacific Beach branches provide about 0.4 square feet of library space per capita. The seven branches on the east side of I-5, by contrast, provide just over 0.3 square feet per capita. Although both sides of I-5 will need additional branch space by 2040 to accommodate population growth, the current deficit of space to the east of I-5 suggests a priority for near-term capacity building in these communities.

Zone B had two branches expanded and one new branch built through the 2002 *Library Building Plan*. The City's 2016 FCA study found a maintenance backlog of nearly $9 million at that time for Zone B libraries, and projected additional needs in the coming years.

DRAFT

DRAFT

"I loved tutoring at Balboa because it was such a vibrant place — kids, adults, different races/ethnicities — it really represents the community."

— community survey respondent

"Balboa Library is WAY OVERDUE for REHABILITATION. It is inadequate to serve the community it is a resource to... and has been for MANY YEARS!"

— community survey respondent

"The community of Clairemont has three libraries. They are small. Our libraries do not have performing areas, outdoor spaces or meeting rooms. North Clairemont is listed as having a community room, but it is so small and in need of renovation that it is not adequate for most needs." — Edem Yaege, President, Clairemont Town Council

"It would be lovely if our local branch (Clairemont) could get a facelift but its funky old self has its charm too. My family and I use the library constantly and value it always!"

— community survey respondent

"Although La Jolla Library is outside of my zip code, it is the most stimulating and safe environment for me. I enjoy their organization and well maintained interior. I enjoy participating in their programs throughout the year as well as their art exhibits."

— community survey respondent

ZONE B BRANCHES

Balboa Library. This approximately 5,100 square foot, 50-year-old library is one of three very small branches in the Clairemont community. Despite its small size, in 2019 it had more visitors, circulated more materials, and hosted more program attendees than many of SDPL's larger branches. The Balboa Library was proposed for expansion in the 2002 LBP, but to date the project has not been realized. The City's 2016 FCA study rated this branch's condition as fair based on its maintenance backlog at that time, and projected additional moderate to major maintenance needs over the next 10 years.

Clairemont Library. This approximately 4,400 square foot mid-century building is one of the tiniest branches in the SDPL network – and yet, in 2019 it circulated more materials than some of SDPL's largest branches. The ratio of its collection size to building size is one of the highest in SDPL's fleet. The City's 2016 FCA study rated this branch's condition as good based on its maintenance backlog at that time; however, additional moderate to major maintenance needs are projected in the coming years. Although expansion of the Clairemont Library was not proposed in the 2002 LBP, there has been a significant amount of community interest in improving the library.

La Jolla/Riford Library. At nearly 25,000 square feet, this is one of SDPL's largest branches. It was expanded in 2004 as part of the 2002 *Library Building Plan*. Destination amenities at the La Jolla/Riford Library include the Bio Lab innovation space and classroom, as well as the La Jolla History Room with historical documents and archives. In 2019 the La Jolla/Riford Library was among the top five SDPL branches for program attendance and materials circulation.

La Jolla/ Riford Library

Linda Vista Library. Built in 1987, the Linda Vista Library is a 10,000 square foot building that serves a diverse community with a large population of first generation immigrants. The library's collection reflects the community's diversity, featuring titles in Spanish, Vietnamese, Chinese, and Japanese among other languages. It ranks among the top 10 SDPL branch libraries for the number of visits and the number of computer sessions per visit. The branch has not had any significant renovation to modernize library services and operations since it opened nearly 35 years ago. The City's 2016 FCA study found this branch to be in poor condition, with a maintenance backlog of more than $2.1 million.

North Clairemont Library. Originally built in 1962, and rebuilt after being destroyed by a fire in 1980, the North Clairemont Library branch is a mid-century modern landmark, recognized as an example of the "Googie" style of architecture. Even though it is only 4,600 square feet with a small community room, the library hosted 640 programs in 2019 — more than most other branches. The City's 2016 FCA study rated this branch's condition as good based on its maintenance backlog at that time, but projected additional upcoming maintenance needs. A number of community survey respondents noted the building's tired condition inside and out.

North University Community Library. In 2007, the 16,000 square foot North University Community Library was built as recommended by the 2002 LBP. Co-located with a park and recreation center, the building features several community rooms as well as a large children's area and public art. The branch hosts concerts, performances, and cultural events. In 2019, the North University Community Library was third among SDPL branches for total program attendance. It was among the top 10 for attendance per program and total materials circulation.

Pacific Beach/Taylor Library. The 12,500 square foot Pacific Beach/Taylor Library was built in 1997 with community-provided funds. Located close to the beach, the building is shaped to resemble a nautilus shell and has an open and well-lit interior. It is a high-program branch, offering a mix of adult, teen, and children's programs that attract strong attendance. A 2,500 square foot expansion was proposed in the 2002 LBP but was not implemented. The City's 2016 FCA study found only a small amount of maintenance backlog. As it approaches 25 years of age, the Pacific Beach/Taylor branch may be due for updates to modernize library services and operations.

"Though there are many middle- to upper-middle-class residents of Clairemont, there are also many lower-income residents, as well as recent immigrants. The libraries have the potential to be a standout resource for these residents, as well as other members of the community. But currently the libraries' potential is limited by their size and lack of upgrades over many decades."

— community survey respondent

"Our older libraries need updating and they need to be expanded. The Clairemont community is becoming more and more dense and we need expanded services to fulfill these needs."

— community survey respondent

"North Clairemont Library is a convenient location, but the building looks old on both the exterior and interior and is not very appealing. This makes the library very unattractive for newcomers and young adults. The carpet, shelves, lights and other structural features all look like they could be renovated. When the AC is on, it is very loud. All these things could be improved to make the North Clairemont Library better."

— community survey respondent

DRAFT

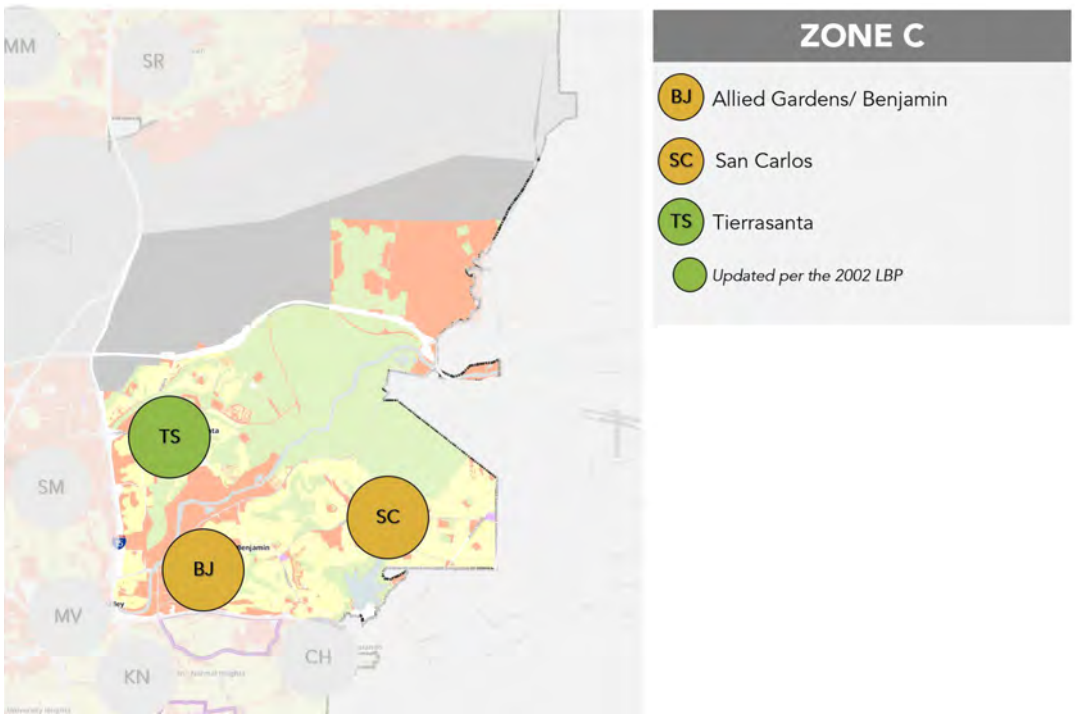
Serra Mesa/Kearny Mesa Library

Serra Mesa-Kearny Mesa Library. The Serra Mesa-Kearny Mesa Library was expanded in 2006 as recommended in the 2002 *Library Building Plan*. The 15,000 square foot Mission-style building was built with a focus on sustainability, using recycled materials and surrounded by native landscaping. It is a high-circulating branch, with the highest collection turnover of any SDPL branch in 2019. It also offers a significant amount of programming — particularly for children and teens.

University Community Library. The University Community Library branch moved from a small storefront location into its current 10,000 square foot building in 1978. The library is popular for its program offerings, including a monthly concert featuring local music performers and a weekly video game club for youth. It ranks high among SDPL branches for the number of attendees it attracts per program, especially for children's and teen programs. The City's 2016 FCA study rated this branch's condition as fair based on its maintenance backlog at that time, and projected additional moderate to major maintenance needs over the next 10 years. Expansion to 15,000 square feet was proposed in the 2002 LBP but was not implemented.

DRAFT

ZONE C — EASTERN/ SUBURBAN



ZONE C — EASTERN/ SUBURBAN

Located immediately south of the Marine Corps Air Station Miramar and east of I-15, Zone C encompasses the eastern suburban region of San Diego. To the south, it is bounded by I-8. It is home to landmarks such as the Mission San Diego de Alcala and the Mission Trails Regional Park. Neighborhoods in Zone C include Tierrasanta, San Carlos, Allied Gardens, Lake Murray, Del Cerro, and Grantville.

Zone C has a current population of about 96,000, which SANDAG projects will grow by almost 13% by 2040. The demographic makeup includes a mix of White/Caucasian and Asian/Pacific Islander population, with a smaller percentage of Hispanic/Latino and Black/African American communities.

Library programs are a priority for Zone C communities. Nearly half of community respondents living in Zone C said they visited the library to participate in programs and events. In 2019, Zone C libraries combined hosted the second highest number of program attendees per resident.

Zone C's three libraries together provide 0.31 square feet of library space per capita — just under the citywide average. Two of its branches were recommended for expansion in the 2002 *Library Building Plan*; one of the expansions opened in 2019 and the other is in design.

DRAFT

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ZONE C BRANCHES

Allied Gardens/ Benjamin Library. Allied Gardens/Benjamin Library was built in 1965 and expanded in 1986 to include a community room and reading room. The smallest of the Zone C libraries, it is 6,900 square feet in size. It was in the middle of the SDPL branch pack for circulation in 2019, but punched well above its weight on programs offered and attended — particularly children's programming. The Allied Gardens/ Benjamin Library has not had any renovation to modernize services and operations since it opened 35 years ago. Its condition was rated as fair by the City's 2016 FCA study based on the maintenance backlog, with additional maintenance needs projected in subsequent years.

"For the last 30 years, there have been plans to build a new San Carlos Library. This is a heavily used library and an important community resource. I hope that our community will get a new library in my lifetime."

— community survey respondent

San Carlos Library. Built in 1974, the 8,200 square foot San Carlos Library is situated in one of the older neighborhoods of San Diego. In 2019, it was among the top 10 branches for materials circulation. In the City's 2016 FCA study, the San Carlos branch was one of the worst-rated libraries for condition and maintenance backlog. Fortunately, the 2002 *Library Building Plan* recommended replacing it with a new library of 25,000 square feet[4]; that project is in design as of this writing. There has been overwhelming community interest in the process; many community survey respondents expressed eagerness for the project to move forward.

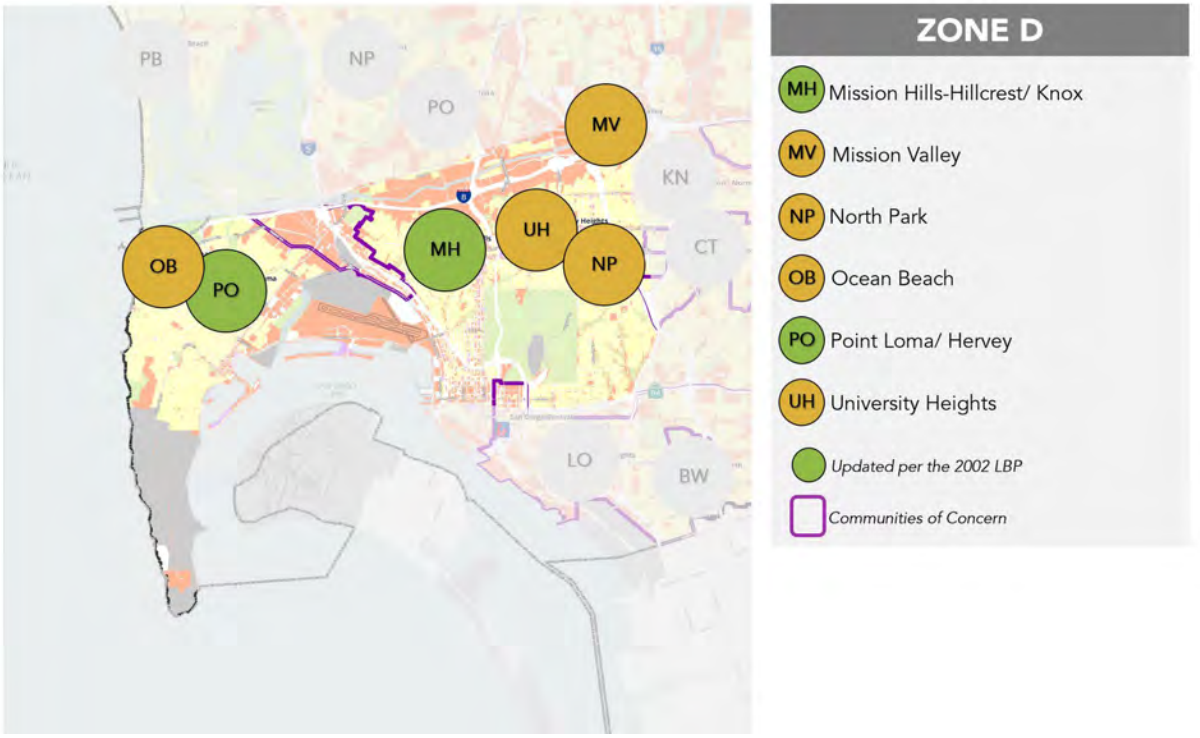
"Tierrasanta is a great place for families, and the library is an asset to our community."

— community survey respondent

Tierrasanta Library. The Tierrasanta Library originally opened in 1971 in a 1,200 square foot facility. In 1984 it was expanded to 8,800 square feet, and in 2019 it was expanded again to 15,000 square feet as recommended in the 2002 LBP. Because this library was under construction during part of 2019, its service data for that year were incomplete and were not compared with other branches in this master planning analysis. With several schools in the area, a large percentage of Tierrasanta's circulation consists of children and teen materials.

4 San Carlos Branch Library: Project Information Details
https://cipapp.sandiego.gov/CIPDetail.aspx?ID=S00800

ZONE D — DOWNTOWN/ SOUTH



ZONE D — DOWNTOWN/ SOUTH

Encompassing downtown San Diego, Zone D is bounded by the Mission Valley neighborhood to the north and extends south to CA-94. On the east, it is bounded by I-15 and 35th Street. Some of San Diego's most popular landmarks are located within Zone D, including Balboa Park and Old Town, as well as the San Diego International Airport. Neighborhoods within Zone D include Point Loma, Ocean Beach, University Heights, Mission Valley, Mission Hills, Burlingame, North Park, and South Park.

Zone D's current population is approximately 213,000 and a significant percentage is Hispanic/Latino. Parts of the Zone, including areas of Old Town and the Midway District, are designated as "Communities of Concern"[5] by the City of San Diego. Based on SANDAG data, the population of Zone D is projected to increase 21% by 2040.

At 0.36 SF/capita, Zone D currently provides the most branch library space per zone resident among all zones; however, given its strong projected population growth, it will not hold this top spot without additional space. The zone is served by a variety of library buildings, from the tiny Ocean Beach library built in 1928, to the larger Mission Hills-Hillcrest Knox Library that was built in 2019.

Two of the six libraries in Zone D were built as a result of the recommendations in the 2002 *Library Building Plan*. The City's 2016 FCA study found a maintenance backlog of more than $5 million for Zone D libraries (not including Mission Hills-Hillcrest/Knox), and projected additional needs in the coming years.

5 San Diego's Climate Equity INDEX REPORT
https://www.sandiego.gov/sites/default/files/2019_climate_equity_index_report.pdf

DRAFT

"I love the new Mission Hills library facility! It is open and beautiful and the parking structure makes it so easy."

— community survey respondent

"I am delighted that we have a state of the art library in Mission Hills Library."

— community survey respondent

ZONE D BRANCHES

Mission Hills-Hillcrest/Knox Library. Built in 2019, based on recommendations in the *Library Building Plan*, Mission Hills-Hillcrest/ Knox library is the newest library in Zone D. The 14,000 square foot building houses designated areas for teens and young children, a community room, study rooms, computer labs, and an IDEA Lab. The facility's recent construction and low FCI suggest the need for minimal maintenance work.

Mission Hills-Hillcrest/ Knox Library

DRAFT

"It would be nice if [group study rooms] were accessible closer to home in the North Park Library. I grew up going to the North Park Library but do not take my kids there since it is very outdated and has limited services compared to the [Central Library]. I'd like to see the North Park Library expanded and updated."

— community survey respondent

"North Park is small. It lacks a meeting room (so all programs must take place where they disturb patrons who want or require quiet). A meeting room or other similar space would make the library even more of a community hub than it currently is. The North Park Library lacks any quiet rooms. The exterior of the building is unattractive and the grounds even more so."

— community survey respondent

Mission Valley Library. Built in 2002, the 19,800 square foot Mission Valley Library is one of the most popular libraries in the SDPL system. An average of 50 people attended its children's programs in 2019, and it was the fourth-busiest SDPL branch for computer use. Based on community survey responses, the Mission Valley Library was a favorite destination of residents in Zones C and E as well as D.

North Park Library. The North Park Library was first built in 1959 and expanded to its current 8,000 square foot size in 1987. Located in one of San Diego's oldest neighborhoods, this branch is a program powerhouse. In 2019, it hosted on average more than 40 participants at its children's programs, and was one of SDPL's most popular branches for school visits. One SDPL staffer reported that this branch is in "desperate need" of more community room/classroom space. North Park Library has not been renovated for library services and operations in more than 30 years, and its condition was found to be approaching the "poor" rating in the City's FCA study in 2016. The 2002 *Library Building Plan* recommended expanding the North Park Library to 25,000 square feet, but this recommendation was not implemented.

Ocean Beach Library. Built in 1928, the Ocean Beach Library is the oldest library building in San Diego. Although it was eventually expanded in 1962 to its current 4,600 square feet, it is also still one of the smallest branches in the SDPL fleet. Ocean Beach has an active and dedicated group of supporters that help promote library services and programs — contributing to surprisingly high levels of use. In 2019, visitor counts at the Ocean Beach Library were higher than some of SDPL's largest and newest branches — on average, nearly 80 patrons visited per hour that the library was open. The branch received some updates in 2012, including a new roof and new carpet, but its condition was still rated as poor by the City's 2016 FCA study. The 2002 *Library Building Plan* recommended expanding Ocean Beach Library to 15,000 square feet, which is in the planning stage as of this writing.

"I believe that the OB Library desperately needs to be remodeled and updated. It's been a long time coming."

— community survey respondent

"Please, please, please remodel our little OB library. I have lived here for 50 years and the OB Library has changed a bit. It hasn't been upgraded. It hasn't been expanded. Nothing. In general, Ocean Beach as a community is neglected, but none more so than in our local library. Please make our little library a space that is safe, clean, and useful."

— community survey respondent

Point Loma/Hervey Library. At 25,900 square feet, Point Loma/Hervey Library is the second biggest branch library in the SDPL system. It was built in 2003, consistent with the recommendations of the 2002 LBP. It features several conference rooms, a computer lab, a media room, and a veterans resource center. Celebrating Point Loma's history as a fishing village, the library's design incorporates themes of marine life and nautical history. In 2019, the Point Loma/Hervey Library was among the top 10 SPDL branches for materials circulation, programs hosted and attended, and computer sessions. On average, adult programs at the library drew close to 40 attendees per program. The City's 2016 FCA study found a low level of maintenance backlog, although additional needs were projected in the coming years.

"I love my community and the Point Loma Hervey Library. It has been absolutely wonderful, a true community asset with so many activities and resources."

— community survey respondent

Point Loma/Hervey Library

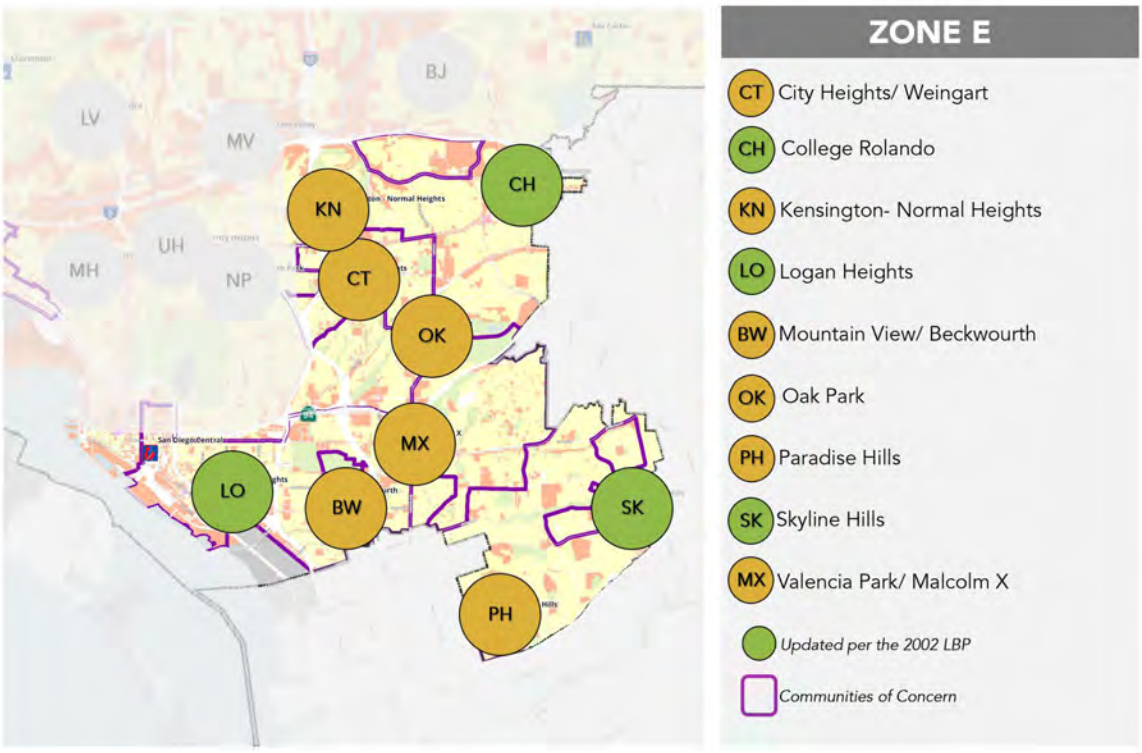
"Our small neighborhood University Heights Library has immense potential. When I frequent it, it always feels as if it is the step-child of the library system. It seems dated and worn. It is in need of renovations to improve its ability to serve our neighborhood... We seem to always get lost in the shuffle for funds. Our community has grown incredibly since I moved here years ago. Our library should keep up with its residents and be better able to serve us"

— community survey respondent

University Heights Library. The University Heights Library first opened in 1914, and was replaced twice before the current 3,700 square foot mid-century modern building opened in 1966. It is the smallest library in Zone D and the second smallest in the SDPL system. Although the University Heights Library is not a high-circulating branch, it has one of the most disproportionately large collections for its size of any library in San Diego. The branch has not been renovated to modernize library services and operations since it opened more than 50 years ago, and it received one of the worst condition scores of any library in the City's 2016 FCA study.

DRAFT

ZONE E — SOUTHEASTERN



ZONE E — SOUTHEASTERN SAN DIEGO

Zone E encompasses the area east and south of downtown San Diego, south of Interstate 8. It is bounded by 35th Street and CA-94 to the west. It is characterized by dense and urban neighborhoods south of downtown San Diego and more rural and low-density neighborhoods to the east and southeast. It is home to some of the most diverse San Diego neighborhoods, such as Barrio Logan, Skyline-Paradise Hills, Valencia Park, Oak Park, Logan Heights, Grant Hill, Mountain View, Encanto, O'Farrell, and Sherman Heights. Rich in history, landmarks in Zone E include Chicano Park, Villa Montezuma, and Coronado Bridge.

Zone E is the largest zone by population, at approximately 380,000 residents. It has the largest percentages of San Diego's Black/ African American and Hispanic/Latino population within its boundaries, as well as a significant Asian population. Zone E households are relatively less affluent than zones to the north, and large sections are designated as Communities of Concern[6]. SANDAG projects that the population of Zone E will grow by 20% by 2040 — that is more than 70,000 new residents.

Zone E communities have particularly high needs and priorities for technology access in their libraries. The nine branches in Zone E accounted for nearly 40% of all SDPL branch library computer sessions in 2019. Compared to zones to the north and west, a significantly higher percentage of community survey respondents living in Zone E said they visited the library to use a library computer or other technology device and to access the internet (Wi-Fi).

Three of Zone E's libraries were built or expanded based on the recommendations of the 2002 *Library Building Plan*, including Logan Heights at 25,000 square feet. At the other end of the spectrum, Zone E also includes some of the oldest and smallest branches in San Diego. All together, Zone E branches currently provide about 0.30 square feet per capita of library space — less than all but one other zone.

The City's 2016 FCA study found a maintenance backlog of nearly $5 million for Zone E libraries (not including Valencia Park/Malcolm X), and projected additional needs in the coming years.

6 *San Diego's Climate Equity INDEX REPORT*
https://www.sandiego.gov/sites/default/files/2019_climate_equity_index_report.pdf

DRAFT

"The College Rolando Library is a helpful, comforting place… This library offers a place to relax, meet up with friends, and offers a wealth of knowledge for those of us more confined due to public or personal transportation. Socialization is important and the library offers a safe place to reconnect with a new book, friend or a learning experience."

— community survey respondent

ZONE E BRANCHES

City Heights/Weingart Library. The 12,600 square foot City Heights/Weingart Library was built in 1998 as part of a public-private partnership between the City and a non-profit organization. It is co-located with a performance venue that offers dance and musical performances. In 2019, City Heights/Weingart accounted for nearly 6% of all branch library computer sessions — second only to the Oak Park Library. The facility received some maintenance updates in 2016 but has not been renovated to modernize library services and operations.

College-Rolando Library. The College-Rolando Library was expanded to 15,500 square feet in 2005 as recommended in the 2002 LBP. The astronomy-themed building features a popular computer lab and a multipurpose community room with a kitchen, supporting a high proportion of children's programming.

Kensington-Normal Heights Library. Built in 1937, the Kensington-Normal Heights Library is the oldest building in Zone E. After being remodeled and expanded in 1962, the 2,300 square foot library remains the smallest branch in the SDPL system. For its size, it receives a remarkably high number of visitors and circulates a high number of materials. Located adjacent to a park, the library utilizes the outdoor space for storytimes and musical events. According to the City's 2016 FCA study, the Kensington-Normal Heights Library was in the second-worst condition of any of San Diego's library buildings.

Logan Heights Library. The first Logan Heights Library opened more than a century ago, and was relocated and replaced twice before the current library was built in 2009. The new 25,000 square foot branch was recommended by the 2002 LBP and built in partnership with the San Diego Unified School District. The building features a large community room, a computer lab, and a cultural center for events and exhibits. The library is popular for its programs and computers.

Logan Heights Library

DRAFT

Mountain View/Beckwourth Library. The 8,000 square foot Mountain View/ Beckwourth Library was constructed in 1976 as part of the Educational Cultural Complex, a joint community effort to bring adult education to the southeastern area of San Diego. The library serves a large student population from the many schools located in its vicinity. It features a large meeting room, outdoor reading area, a quiet study space, and many computers. Patrons like to browse the shelves at Mountain View/Beckwourth Library, with holds accounting for only 15% of its circulation in 2019. The City's 2016 FCA study rated the building as being in fair condition based on its maintenance backlog at that time.

"Kensington is a particularly small branch…. It might not make sense to have this branch try to completely re-open and function as a library with full services available. Instead, Kensington might work better as a hold pick-up location only."

— staff survey respondent

Oak Park Library. The 5,200 square foot Oak Park Library was built in 1968 in response to growing demand from the community to replace a popular bookmobile stop. It is one of SDPL's busiest branches for technology use. Despite the limited available space, the library accounted for the highest number of total computer sessions in 2019. Three in four patrons used a computer during their visit — more than twice as many as any other branch. With grant funds, SDPL was recently able to purchase additional public computers for the Oak Park Library to help meet community demand. The small branch has no dedicated program space; meetings and events must happen in the main space. Although the Oak Park Library is a low-circulating branch, shelving takes up a significant amount of space. The City's 2016 FCA study found that the building had a low maintenance backlog at that time but that moderate to significant improvements would be coming due in the next five to 10 years.

"There's always a large group of people wanting to use the computers and internet access at the Oak Park Library because there is a very large need for it."

— community survey respondent

"The Oak Park Library is very important… and is an integral part of this community. It is the only opportunity that many kids have to use computers or internet access to assist them with their school work when not at school. Additionally, there is a large group of individuals who are considered disabled who utilize the computers as well. This community very much needs to have this library available to them."

— community survey respondent

Oak Park Library

"Oak Park is an example of a community supported facility that is struggling to provide much needed services and programs in inadequate space with decrepit equipment."

— community survey respondent

DRAFT

"I grew up in my neighborhood and the Paradise Hills Library is the same one I used as a child. In our neighborhood there are many poor people and it is very important that they have library resources within walking distance. Our community is very dedicated to our library and even if it needed substantial repairs we would band together to try to raise the money."

— community survey respondent

"As a youth I lived in Paradise Hills. I was in that library practically every day during the school week. I love the resources that the library is known for and the community connections it provides for — many different cultures allowing us to share the differences that bring us together as a community. Many times these gatherings lead to a better understanding of the make-up of our communities."

— community survey respondent

"I hope the Skyline Hills Library opens up to 100% capacity soon. It is a great resource for the neighborhood."

— community survey respondent

"Discovered Malcolm X within the last 4-5 years. It's large, has more books, more space indoors to sit, chill, read, write, think."

— community survey respondent

"I think having the computers for public use is really important. Every time I went to the Malcolm X Library they all were always being used."

— community survey respondent

Paradise Hills Library. One of the smallest and oldest branches in the SDPL system, Paradise Hills Library originally opened as a single-room space at the Paradise Hills elementary school. The current 3,900 square foot library was built in 1964 with the help of private donations and community fundraising. The library lacks a community room or gathering space, and utilizes its outdoor patio for programs and performances. The building's condition was rated as poor by the City's 2016 FCA study — one of the worst of any San Diego library facility. The 2002 LBP recommended replacing the Paradise Hills Library with a new 15,000 square foot facility, but this project was not implemented.

Skyline Hills Library. Replaced in 2016 based on the 2002 LBP recommendations, Skyline Hills is the newest library in Zone E. The 15,000 square foot library features an IDEA Lab, a computer lab, a large community room, and homework space for students. It is one of SDPL's most popular branches for computer use.

Skyline Hills Library

Valencia Park/Malcolm X Library. At 26,000 square feet, the Valencia Park/Malcolm X Library is the largest branch in the SDPL system. With its large performing arts center, community rooms, and public art throughout the space, the library serves as a cultural institution and is a community landmark. In 2016 it was renovated to include a teen IDEA Lab, which offers training programs and classes for youth. Computers are a popular service at this branch; in 2019, the Valencia Park/ Malcolm X Library ranked among SDPL's top 10 branches for total number of computer sessions and computer sessions per visit.

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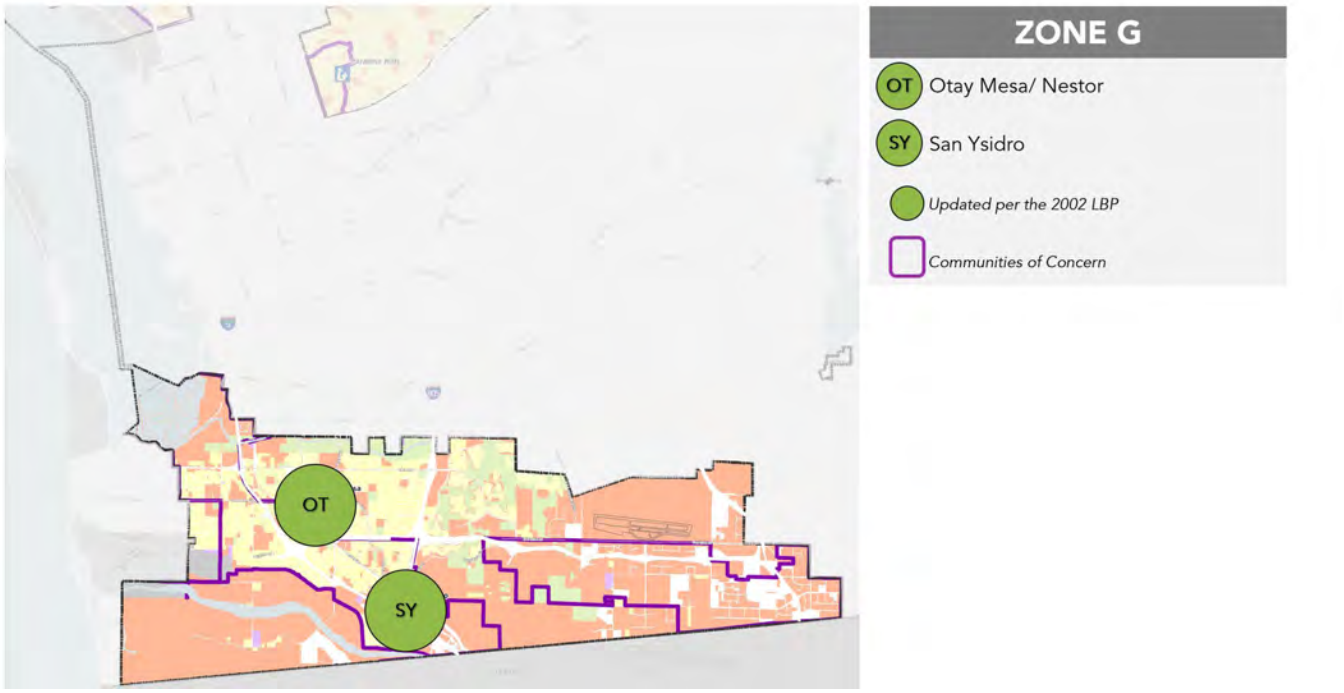
ZONE G — SOUTH BAY/ BORDER



ZONE G — SOUTH BAY / BORDER

Zone G comprises the City's South Bay district. Bordering Mexico to the south, and the cities of Imperial Beach, Chula Vista, and Otay Lakes to the north and east, Zone G is geographically separated from the rest of the City. It includes the planning areas of Otay Mesa, Otay Mesa-Nestor, San Ysidro, and the Tijuana River Valley.

SANDAG projects that Zone G — which currently has approximately 113,000 residents — will be the fastest growing zone, increasing by 25% by 2040. More than 70% of Zone G's population identifies as Hispanic or Latino. Approximately two-thirds of the households within Zone G have an income of under $75,000 per year. Large areas of Zone G are designated by the City as Communities of Concern[7], and both of its libraries are located within these communities.

Compared to respondents from other zones, community survey respondents living in Zone G were more likely to report that they visited the library to use a library computer or other technology device and/or to access the internet (Wi-Fi).

Zone G's two libraries provide 0.27 square feet of library space per capita. They were both expanded or replaced as a result of the 2002 LBP, which also recommended building a third Otay Mesa/East Library; that project was not implemented.

7 *San Diego's Climate Equity INDEX REPORT*
https://www.sandiego.gov/sites/default/files/2019_climate_equity_index_report.pdf

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"Otay Nestor Library needs more charging stations, and new computers. It would be nice to have an IDEA Lab."

— community survey respondent

"La biblioteca Otay Nestor es una magnifica opción para personas de todos las edades. Los felicito por su excelente servicio."

— community survey respondent

"At libraries like Otay Mesa, the space feels like it belongs to the people…"

— community survey respondent

"The new library in San Ysidro is a great and beautiful improvement from the old one!"

-— community survey respondent

ZONE G BRANCHES

Otay Mesa/Nestor Library. The Otay Mesa Library originally opened in 1986, and was renovated and expanded to 15,000 square feet in 2006 as recommended in the 2002 *Library Building Plan*. The library features a large community room, a conference room, and computer lab.

San Ysidro Library. Replacing an older and smaller library, the new 15,000 square foot San Ysidro Library was designed with input from the community and opened in 2019. The architecture of the library reflects the community's culture and diversity while incorporating destination amenities such as an IDEA Lab, multipurpose gathering space, and an outdoor movie screening area. During the less than six months between its opening in 2019 and its closure due to COVID, San Ysidro was the most popular by attendance of any SDPL branch.

San Ysidro Library

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V. MASTER PLAN FRAMEWORK AND GUIDING PRINCIPLES

This San Diego Public Library Master Plan Framework and guiding principles were derived from the findings, successes, and lessons learned from San Diego's current network as well as input from community members, stakeholders, and City and Library staff throughout San Diego. These principles propose a range of concepts and considerations for SDPL's facilities at all levels, from individual library locations to the citywide network. As the City prioritizes maintenance and explores opportunities for new and improved library facilities, this framework provides a set of lenses for evaluating which options and strategies will best support an equitable, resilient, and high-performing library network.

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EQUITY

Communities throughout San Diego — from the far south to the very farthest north, and from the eastern hills to the ocean — all have diverse needs and interests in high quality library programs, technology, and collections. Although the priorities for library service vary by location, all parts of the city require accessible, well-designed library space with enough capacity to meet community needs and demands.

Equitable capacity. A population-based metric is a widely used method for planning and providing library space equitably. For San Diego, at least 0.35 to 0.45 square feet of branch library space per city resident (SF/capita) should be provided. Achieving a higher level will enable SDPL to provide more depth and breadth of service to San Diego's growing and diversifying communities, including capacity for collection growth.

For 0.35 branch SF/capita to serve adequately, SDPL will need to grow by expanding or replacing small branches with larger buildings — not by adding more small branches. A network of larger library branches will also be the most efficient and cost-effective to operate. Conversely, if the City cannot grow except by adding more small branches, then a higher SF/capita target will be needed.

Equitable access. To plan for equitable distribution of and access to libraries, this Master Plan Framework recommends breaking San Diego's very large geographic area down into a manageable number of zones. It proposes a set of zones for San Diego based on analysis of library patrons' recent travel patterns within communities and between different areas of the city. These zones are not intended to limit or exclude any resident of San Diego from visiting any library of their choice. They also are not set in stone; the City can (and should) revisit and adjust them over the life of this Master Plan Framework as needed in light of community development and growth, changes in transit and travel patterns, and other factors affecting San Diegans' access to libraries.

The estimated amount of space needed in any zone would be calculated as the SF/capita space planning target multiplied by the population of that zone. Within the context and guidance of the other principles in this Framework, the zone approach should offer more flexibility and options for building capacity than a neighborhood-by-neighborhood approach.

Equitable service. As revealed in this master planning process, different communities in San Diego have different library needs and priorities. Tailoring each branch to serve the needs and interests of its community is a way to build service equity. Branch spaces and services that are abundant and aligned with local interests and priorities have the highest potential for positive community impact. High-circulating communities should rightly have access to branches with excellent, high quality collections. Communities with high interest and need for technology should have access to branches with plenty of devices and connectivity.

That said, all branches should have appropriate space for meetings and programs. They should have the reasonable capacity to welcome more attendees than they must turn away for lack of space. They will reduce and avoid conflicts with and displacement of other day-to-day activities in the library. Each zone must have at least one large capacity program/event space so that very high-interest programs can be accommodated locally rather than only at the Central Library.

To ensure that San Diego's libraries are fully aligned with the needs and priorities of its diverse communities, the community must be engaged in the planning and design of their library improvement and expansion projects.

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San Ysidro Branch Library

EXPERIENCE

The SDPL network has many libraries that are inviting, attractive, and appealing. These libraries often have a high number of visits and use of services, which makes sense: people arriving at a library that is comfortable, bright, and inspiring are more likely to come in — and to come back. This is the kind of experience that patrons should have at all of San Diego's libraries.

Branch size. Large branches are the best model for the future of SDPL's network in many respects: greater depth and diversity of service; more space and choices for people to read, work, and connect; more efficient and sustainable operations; and more opportunities for the excellent experiences that keep patrons coming back. They have demonstrated more capacity to function as cooling centers during very hot weather, to charge people's devices during power outages, and during other disruptive events. And they have proved to be more equipped and resilient in the face of COVID, which has delayed the reopening of SDPL's smaller facilities longer than many of its larger branches.

Right-sizing programs. SDPL's network includes facilities that would be difficult or cost-prohibitive to expand, but will be kept in the fleet because they are greatly beloved by the community (for example). In these cases, SDPL should consider opportunities to tailor branch programs, services, and collections to reduce crowding and provide a more comfortable experience for patrons. Other branches within the zone or otherwise nearby should be planned and designed with the capacity to provide any displaced programs and services that are still aligned with community needs and interests.

Condition and maintenance. How facilities are maintained also have a significant impact on patrons' experience and use of SDPL's libraries. No matter how clean libraries are kept, conditions such as insufficient lighting, inconsistent heating and cooling, accessibility barriers, and even worn finishes and furniture can all make patrons think twice about whether to return.

All of San Diego's libraries should be maintained to comply with the City's adopted Facility Condition Index target. Even SDPL's newer facilities will require proactive maintenance and updates over time in order to keep them comfortable, welcoming, and high performing.

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EVERYWHERE

SDPL's service delivery network is not limited to its facilities. Digital and outreach strategies all enhance community access to SDPL's services and expand its reach. Why are these important to consider when planning facilities? Many of these "outside the library" service strategies actually have implications for space inside SDPL's facilities that will need to be considered.

Digital services. Available to anyone at any time through a variety of devices, SDPL's digital channel greatly extends the community's access to library services and resources. Digital collections, information, and even programs have long been available through SDPL's website — and demand has greatly increased while library facilities (and schools, workplaces, and recreation and entertainment venues, and…) have been restricted or closed due to COVID.

Some digital services can provide opportunities to improve and reallocate library space. Migrating lower-demand collections (such as reference materials and government documents) to digital formats, for example, can free up some space in SDPL facilities for other uses. One such use might be specialized recording and production space to support expanded remote and virtual library programming (such as pre-recorded storytimes). Another would be allocating more space for using technology inside library buildings — even to access SDPL's digital resources.

SDPL should continue growing its robust "digital branch" with programs and resources that can be accessed from anywhere. Expectations of digital services have become common among most users, and are expected to continue into the future. The Library adapted to meet a dramatic increase in use of electronic resources during COVID and further development of digital services is a good bet to serve users.

Outreach. Library outreach services are delivered out in the community. Members of the SDPL staff working group for this master planning process spoke of the importance of outreach in strengthening the Library's connection and responsiveness to the communities it serves. Delivering programs and services in partner and community spaces increases service and impact at the point of community need, while extending the capacity and utility of SDPL's own facilities. As outreach programming leads to increased community awareness of everything the Library has to offer, it can also increase foot traffic into SDPL's libraries and demand for the services and resources they provide.

All of that said, SDPL's facilities are still where the majority of library services are typically delivered, and will continue to be essential for library program quality and growth in the future. The zone approach proposed in this Master Plan Framework for planning and managing library space helps ensure that all library services are accessible "everywhere" in San Diego — even if they cannot be provided at every SDPL location for reasons of space, cost, or local community interests and priorities:

- Not every branch in SDPL's network will be able to provide a large-capacity program room or a fully-equipped and dedicated IDEA Lab space (to name a couple of examples) — but providing each of these in every zone will keep these services accessible closer to home.
- In small branches that cannot be expanded or relocated, SDPL can explore opportunities to align services and space with the local community's highest priorities — knowing that other programs and services can be accessed at other nearby branches in the zone (one SDPL staff member termed this concept "buddy branches").

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EFFECTIVE

The San Diego Public Library's operating resources are stretched thin — and future population growth will only increase the strain. More — and more stable — funding will enable SDPL to better address current community needs, plan for program growth, and maintain and build its talented workforce.

Even with additional operating income, it will be essential to maximize the operational efficiency of San Diego's new and expanded libraries. As it adds space to the branch library network to accommodate population growth, the City should build large branches that can provide more service more cost-effectively to more patrons. SDPL should not build more small libraries — which can cost just as much to operate as branches three and four times the size. This Master Plan Framework recommends that the City build branches that are at least 20,000-25,000 square feet.

Where smaller branches cannot be expanded or replaced with larger facilities, the City should evaluate opportunities to improve them for enhanced service and efficiency. In particular, design and technology improvements that enable staff to be on the public floor — delivering service at the point of need rather than behind a desk — will help maximize value for each operating dollar. Empowering staff with resources and training to meet patrons' diverse needs will be important as well.

Decentralization and outsourcing of library collection management services has proved inefficient, ineffective, and costly. These functions should be brought back into SDPL's control to improve operations and customer service. The City should evaluate the costs, benefits, and feasibility of a collection management center, which could provide additional collection capacity as well as supporting efficient sorting and courier operations. Such a facility could potentially occupy lower-cost, warehouse-type space in a location outside of downtown — and keep space at Central Library available for the public.

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APPENDIX: ACKNOWLEDGMENTS

Thousands of people provided insight and input into the development of this Master Plan Framework — far more than can be recognized by name here. Below is a partial list of the City and Library staff, stakeholders, and community members who participated in the development of this plan.

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EXHIBIT F

MID-CITY COMMUNITY PLAN

Mid-City

COMMUNITIES PLAN

Prepared by

City of San Diego
City Planning & Community Investment
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Printed on recycled paper.

This information, or this document (or portions thereof), will be made available in alternative formats upon request.

Mid-City Communities Plan Amendments

The following amendments have been incorporated into this September 2015 posting of this Plan:

Amendment	Date Approved by Planning Commission	Resolution Number	Date Adopted by City Council	Resolution Number
Mid-City Communities Plan approved			August 4, 1998	R-290608
Redesignates 6 acres from Residential (11-15 du/ac) to Open Space, 5.36 acres from Park to Institutional, and 2 acres from Open Space to Institutional associated with the Central Police Facility in City Heights	July 24, 2003		September 23, 2003	R-298418
Redesignates 2.65 acres from Commercial/Mixed-Use (29 du/ac) to Commercial/Mixed-Use (73 du/ac) and 0.13 acres from Residential (21-25 du/ac) to Commercial/ Mixed-Use (73 du/ac) associated with City Heights Square in City Heights; updates Figures 11 and 31 to show the current location of public facilities.	November 6, 2008	R-4472-PC	December 2, 2008	R-304530
Redesignates approximately 24.46 acres from Commercial and Mixed-Use to Neighborhood Village and approximately 3.56 acres from Industrial to Neighborhood Village. Redeisgnates the 11.4-acre portion of the Chollas Parkway right-of-way to 4.99 acres of park, 5.5 acres of open space, and 0.91 acres of Neighborhood Village.	June 11, 2015	R-4699-PC	June 30, 2015	R-309831

MID-CITY COMMUNITIES PLAN

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Table of Contents

I. PLAN SUMMARY 9

II. VISION 2020 13

III. INTRODUCTION 15

The Community 16
Scope and Purpose 17
Legislative Framework 19
Ancillary Documents 20

IV. PLAN ELEMENTS 21

IV-A Neighborhoods Element 22
Normal Heights 25
Kensington Talmadge 29
City Heights 33
Eastern Area 39

IV-B Natural and Cultural Resources Element 55
Geotechnical Conditions 56
Environmental Quality 58
Open Space 61
Visual Resources 66
Cultural Resources 67

IV-C Urban Design Element 69
Open Space and Parks 71
The Great Streets of Mid-City 74
Gateways 85
Crossroads 86
Other Neighborhood Links 87
Civic Spaces and Buildings 89
Traffic Calming for Neighborhood Streets 91

IV-D Land Use Element 93
Residential 94
Commercial 101
Industrial 106

IV-E Economic Development Element 109
Community Organization 111
Physical Design and Development 111
Development Regulations 112
Economic Restructuring and Reinvestment 112
Promotion 113
Urban Nodes 115

IV-F Public Facilities and Services Element 117
Schools 118
Parks 122
Libraries 127
Police and Public Safety 129
Fire and Life Safety 130
Community Service Center 131
Utilities 132
Water and Sewer 133

IV-G Transportation Element 135
Traffic Circulation 136
Parking 145
Mass Transit 146
Pedestrian Circulation 148
Bicycle System 149

V. IMPLEMENTATION 151
Monitoring 153
Development Regulations 153
Public Transit 155
Financing Plan 155
Redevelopment 156
Revitalization 157

APPENDICES

Appendix A – Ancillary Documents 162
Appendix B – Bikeway Facilities Clasifications 164
Appendix D – Traffic Calming Devices 165

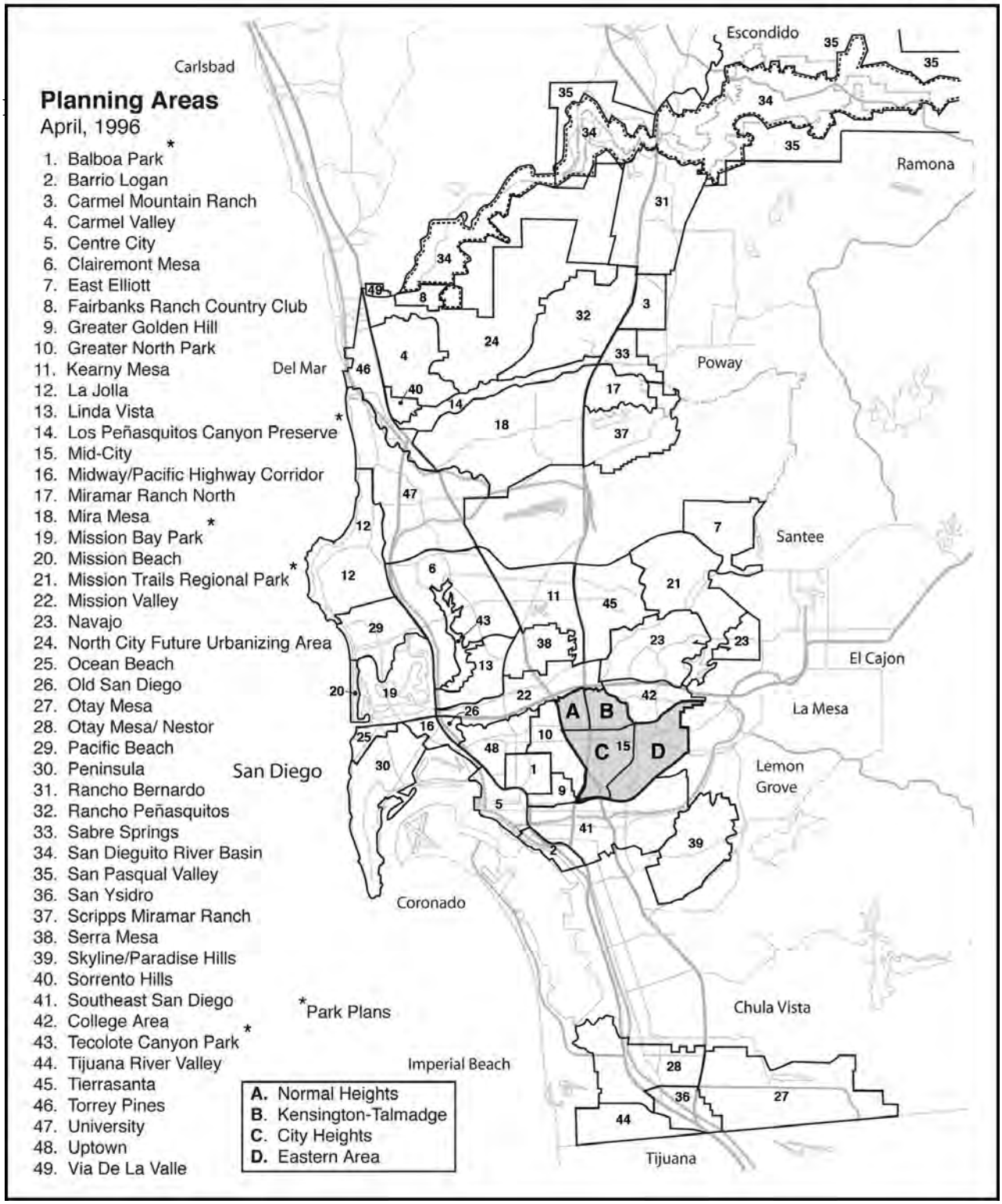
List of Tables

Table 1. School Enrollment 121
Table 2. Acreage of Park Needs 124
Table 3. Library Needs 128
Table 4. Facility Cost Summary 155

List of Figures

Figure 1. Vicinity Map vii
Figure 2. Conceptual Land Use Plan 12
Figure 3. Mid-City Vision Map 14
Figure 4. Mid-Cities Communities 18
Figure 5. Mid-City Neighborhoods 24
Figure 6. Normal Heights Community Vision Map 27
Figure 7. Normal Heights Community Map 28
Figure 8. Kensington-Talmadge Vision Map 30
Figure 9. Kensington-Talmadge Community Plan Map 32
Figure 10. City Heights Vision Map 37
Figure 11. City Heights Community Plan Map 38
Figure 12. Eastern Area Vision Map 53
Figure 13. Eastern Area Community Plan Map 54
Figure 14. Open Space and Parks 65
Figure 15. Community-wide Street System 92
Figure 16. Conceptual Residential Element 100
Figure 17. Conceptual Commercial Element 105
Figure 18. Conceptual Industrial Element 108
Figure 19. Economic Development Element 114
Figure 20. Existing and Proposed Schools 120
Figure 21. Park Recommendations 126
Figure 22. Existing Daily Traffic Volumes 136
Figure 23. Existing Congested Street Segments and Intersections 137
Figure 24. Future Recommended Street Network 139
Figure 25. Future Daily Volumes 141
Figure 26. Traffic Improvements 142
Figure 27. Future Congestion 144
Figure 28. Bus Routes 147
Figure 29. Bikeways 150
Figure 30. Mid-City Redevelopment Areas 158
Figure 31. Mid-City Communities Plan Map 159
Figure 32. Mid-City Communities Existing Zoning 160

Figure 1
Vicinity Map



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I. PLAN SUMMARY

The Mid-City Communities Plan (Plan) represents the second update to one of the first community plans in San Diego: the 1965 "Mid-City Development Plan." This update was prepared by the City of San Diego Community and Economic Development staff who were hired by the four Mid-City Communities Planning Groups as their technical consultants. With this update, the Plan has taken on a look quite different from its predecessors, and in fact quite different from all other City of San Diego community plans.

COMMUNITIES WITHIN A COMMUNITY

Mid-City is a cluster of four communities: Normal Heights, Kensington-Talmadge, City Heights, and Eastern, each with its own distinctive character, and its own community planning group. Probably the bond that ties these communities together the strongest is El Cajon Boulevard—Old Highway 80—which in earlier days tied the region to points east.

THE NEIGHBORHOODS

The Plan focuses on the neighborhoods of Mid-City in formulating its goals and recommendations. A Neighborhoods Element gives an overview of each of 27 identified neighborhoods, summarizes the major issues of concern that resulted in the Plan's recommendations, and shows the land use recommendations for the four communities of Mid-City.

LAND USE

The most significant change to the land use map from the 1984 community plan is the reduction of residential densities. Permitted multifamily residential densities range up to 29 units per acre in residentially zoned areas and up to 73 units per acre for mixed-use projects in commercially zoned areas. The previous density maximums were 55 units per acre and 108 units per acre, respectively. Density reductions are triggered by the lack of adequate community facilities.

Changes to the land use map for commercial areas include the deletion of several neighborhood commercial areas where little or no commercial activity exists, and the restoration of commercial zoning on portions of University Avenue, Euclid Avenue, 43rd Street, and Fairmount Avenue where commercial activity is healthy even though it has been rezoned residential after adoption of the previous community plan.

There is presently very little in the way of industrial development in Mid-City. To help provide jobs for local residents, the addition of light manufacturing designated land in City Heights and the Eastern Area is recommended. These industries would be clean and compatible with the community, and would be encouraged to sell their wares from street front shops.

Small cottage industries are also recommended in some commercial and residential areas, with appropriate limitations.

ECONOMIC DEVELOPMENT

Mid-City has never fully recovered from the loss of business since the construction of Interstate 8 (I-8) and suburban shopping centers in the 1950s. Business Improvement Districts have been very active and will continue to work to improve the business climate.

This Plan recommends a number of changes to the land use map to facilitate the addition and expansion of businesses along its commercial strips, which at present are too narrow to accommodate many modern enterprises along with the off-street parking needed to make them competitive.

A pedestrian orientation is recommended with storefronts and display windows near the sidewalk for most commercial areas.

Also recommended is an emphasis on capturing the local community's spending dollars by focusing on community goods and services.

Capitalizing on the community's diversity is recommended by fostering an International Marketplace.

A mixed-use "Mid-City Center" is recommended as a new hub for the community at the interchange of El Cajon Boulevard with the new State Route 15 (SR-15).

PUBLIC FACILITIES

The lack of adequate public facilities, and in particular schools and parks, is the community's most pressing need. In addition to expanding many existing facilities, recommended new facilities include nine elementary schools, a community and neighborhood park, and a number of mini-parks. The Plan includes a financing plan to address those needs, and both interim and permanent restrictions on development to assure attainment of adequate facilities as quickly as possible.

TRANSPORTATION

The demand for transit service is extremely high, taxing even the relatively high level of service provided. While there is frequent bus service, service to many areas outside of Mid-City, including most employment areas, is poor, and is recommended for improvement.

To better meet the communities' transit needs, trolley service is recommended on SR-15 and should be re-evaluated for its feasibility on El Cajon Boulevard. A trolley-shuttle system along University Avenue is also recommended for study.

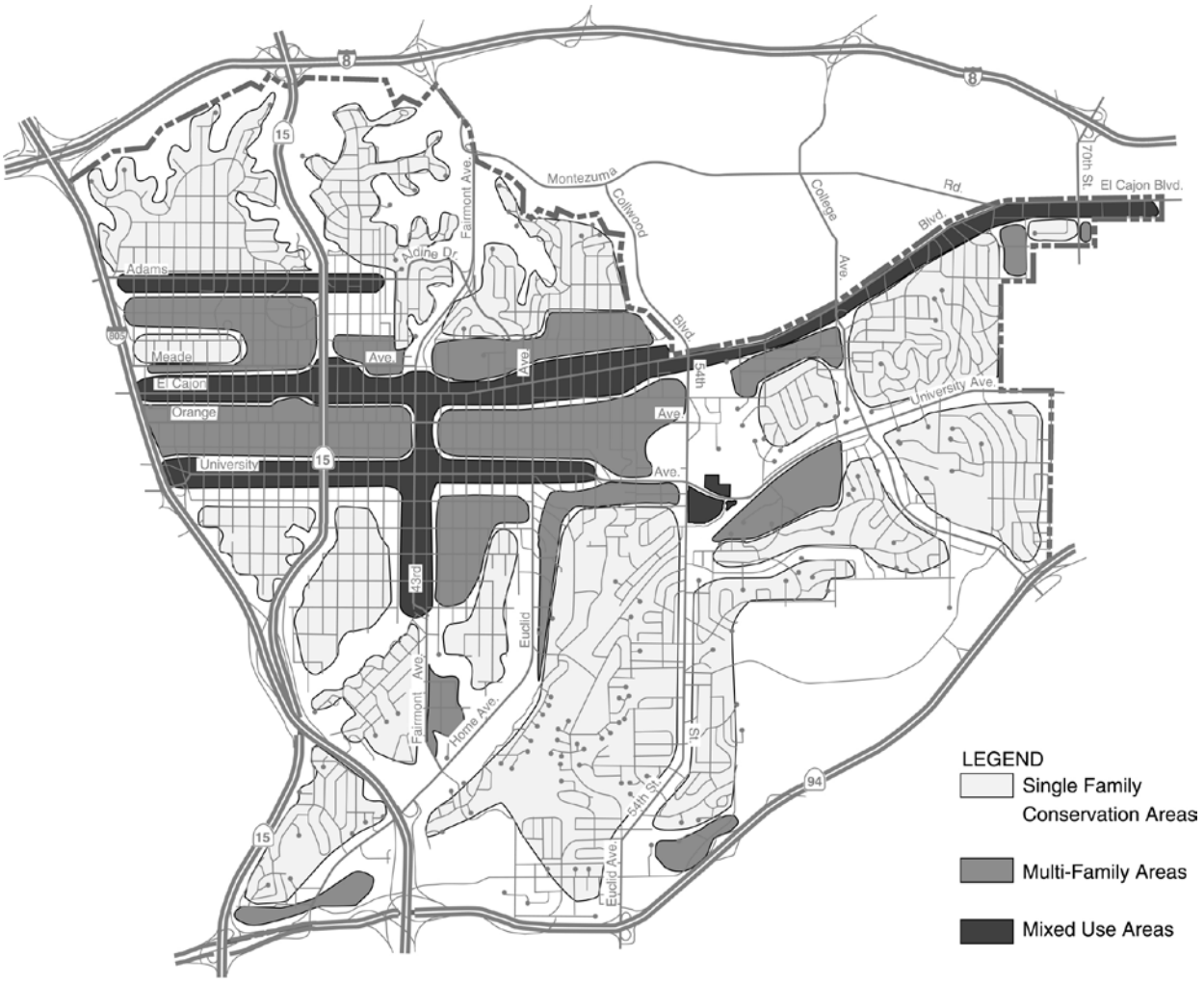
IMPLEMENTATION

This communities plan is accompanied by a Facilities Financing Plan that identifies the number of facilities required by the Plan's projected population, their cost, financing by new development, and grants and other financing proposals required to make up the cost of existing public facility deficiencies. The projects included in the Facilities Financing Plan will be incorporated into the City's Capital Improvements Program.

PLAN FORMAT

The Plan format attempts to focus directly on the issues and recommendations by using primarily a bullet format with only brief background statements. Existing and future revitalization action plans will supplement this communities plan and are intended to bring about immediate implementation of both long-range and short-range efforts.

Figure 2
Conceptual Land Use Plan



II. VISION 2020

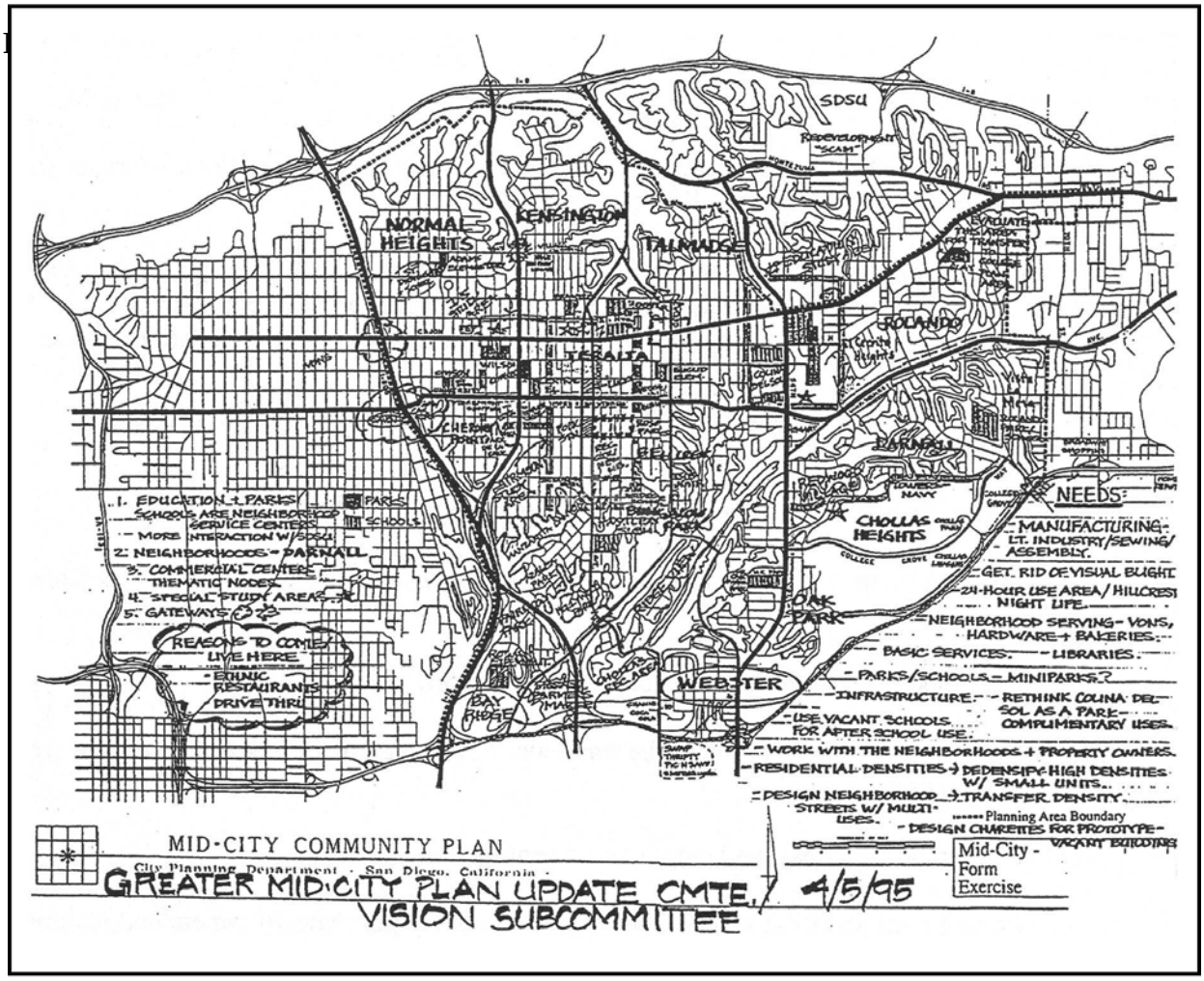
Our vision is for the re-establishment of a deep-rooted community: one that attracts new residents and whose inhabitants are planning to stay. We envision a stable community close to everything within San Diego's urban core that offers a high quality of life and is characterized by the following:

- Neighborhoods that are safe
- Neighborhoods that recognize, maintain, and enhance their unique identity and provide an excellent environment for family living
- A community, in partnership with local government and surrounding communities, that sees its physical, economic, and social evolution as a continuing process of planning and development activity oversight that endures beyond the completion of this planning stage
- An integrated open space system of natural canyons, park grounds, urban plazas, and landscaped streets
- Preserved environmental, cultural, and historic resources
- A diverse array of attractive and affordable housing types that cater to a full range of family and living styles
- First class schools, educational and recreational facilities
- Buildings of excellent design within the framework of a community order of appropriately arranged land uses
- Vital commercial, business, and employment centers
- A functiozning transportation system that connects to the larger regional system and features landscaped streets, fixed rail, electric buses and trolleys, and intra-community shuttles
- Streets, businesses, and public gathering spaces that promote interaction among residents of Mid-City and that will draw people from elsewhere to discover Mid-City
- We believe that the Mid-City is a vibrant and important part of the larger urbanized core of the City of San Diego. The area shares opportunities and constraints with surrounding communities, including: a defining system of mesas, hills and canyons; cultural and economic diversity; superior access to freeways; and a maturing stock of residential and commercial structures.

The map in **Figure 3** was one of the early products of interactive community involvement that identified home grown ideas for improvement. Many of these are included as recommendations for implementation of this Plan.

Figure 3

Mid-City Vision Map



III. INTRODUCTION

Mid-City is a land area located in the heart of the City of San Diego and with a population in excess of 130,000 people it is as large as a moderate size city. Its numerous neighborhoods—as diverse as all of the San Diego Region—have been categorized into four communities: Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area.

The westernmost communities began their development in the early part of the twentieth century. They feature a "grid" street pattern and strip commercial development typical of the era. The easternmost area developed after the Second World War with a curvilinear street system, and with commercial development clustered into shopping centers.

From north to south, the community reveals a social gradient: Kensington and Talmadge have a history connected with early California movie making, while other communities such as City Heights were working class communities. More recently, immigrants from around the world have found Mid-City neighborhoods to be their first home in the United States, creating a very special international flavor in the central portion of Mid-City.

The Community

Scope and Purpose

Legislative Framework

Ancillary Documents

THE COMMUNITY

The Mid-City communities are centrally located in the San Diego metropolitan area, northeast of Centre City, south of Mission Valley, and west of the City of La Mesa. It is a gently rolling mesa divided by canyons on both the north and south edges of the community. Hills and canyons in the eastern portion of the community feed into the Chollas Valley system, which bisects the area from northeast to southwest.

Mid-City includes some of the older communities in the City of San Diego, with an estimated 52,510 dwelling units and 132,466 residents in 1997. Much of the westerly portion of the community was originally developed in the 1910-1930 era, before the Second World War, while development east of 54th Street generally occurred in the post World War II period. Overall, residential development is predominantly of single-family homes, with pockets of varying multifamily densities ranging from duplex development, to early century apartment courts, garden apartments and high-density three-story plus apartment development.

Commercial and other business development has been concentrated along the major traffic arterials. El Cajon Boulevard was once the main east-west highway for the region (Highway 80) until Interstate 8 (I-8) was built in the late 1950s. The Boulevard still serves as Mid-City's main thoroughfare. Other major streets that provide business services in Mid-City are: University Avenue, another east-west thoroughfare parallel to the Boulevard; and, Adams Avenue, the site of early neighborhood commercial activity. Land uses along these transportation corridors are characterized by strip commercial development servicing a variety of residential neighborhoods, ranging from high-density apartments near the corridors, to single-family dwellings to the north and south along canyons.

SCOPE AND PURPOSE

This Mid-City Communities Plan is designed to supplement the City of San Diego Progress Guide and General Plan (General Plan) policies. It accomplishes this by identifying specific community issues and specific policies that build on those already embodied in the General Plan. This Mid-City Communities Plan once approved will become a part of the City's General Plan document.

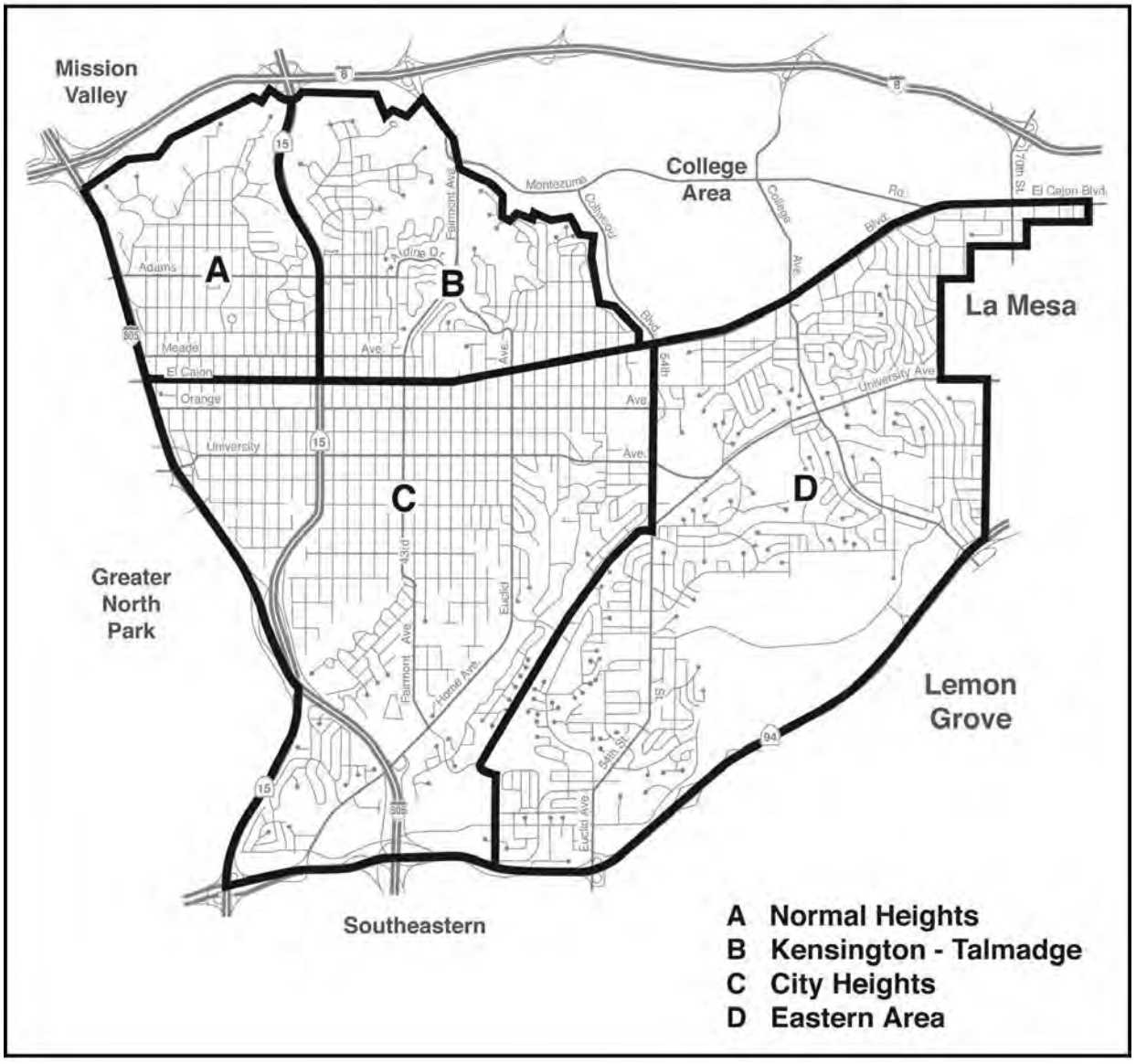
It is the intent of this communities plan to identify a “vision” for the future development of the four Mid-City communities of Normal Heights, Kensington-Talmadge, City Heights, and Eastern. The Plan contains policies that implement that vision, and an implementation strategy that establishes the timing and financing required to implement the policies and vision.

While this Plan sets forth many proposals for implementation, it does not establish new regulations nor does it rezone property. It does however put the policies in motion that will be followed by public hearings to rezone property in accordance with the Plan's recommendations. This Plan also incorporates a financing program that will be subject to subsequent City Council actions, incorporating the recommendations into the City's Capital Improvements Program.

This Mid-City Communities Plan replaces the previous community plan originally adopted on December 4, 1984 by resolutions Number R-262091. This 1984 community plan in turn replaced the original Mid-City Development plan adopted on August 5, 1965.

Adoption of this Plan requires an amendment to the General Plan for the City of San Diego, consistent with Council Policy 600-7.

Figure 4
Mid-City Communities



LEGISLATIVE FRAMEWORK

As stated earlier, the Mid-City Communities Plan is an element of the City's General Plan, providing tailored policies that more clearly implement General Plan Policies and purpose. As such, this Plan is enabled by legislative framework on federal, state and local levels. Some of the more significant legislation applicable to this Plan is described below:

- California Government Code Section 65800 (State Planning and Zoning Law) gives Local Government the right to regulate land use within its jurisdictional boundaries. Such regulation in turn requires that a citywide land use plan be established.

- California Government Code Section 65350 (State Planning and Zoning Law) gives authority to local government for the preparation of general plans. The Code further specifies required and optional elements that must appear in every plan. The legislation also provides means for adopting and administering these plans. This Mid-City Community Plan meets the state requirements.

- Federal legislation and California Government Code Chapter 4.3 require that local government agencies provide affordable housing and ready access to it through housing programs and development incentives. This Plan identifies such programs and incentives consistent with the General Plan's Housing Element.

- California Environmental Quality Act (CEQA) requires that all government actions be subject to environmental review. The environmental review process identifies areas where environmental quality is affected, and requires that appropriate environmental mitigation be identified. This Plan is subject to such environmental review.

- Federal and state regulations such as the U.S. Clean Air Act and the California Regional Air Quality Strategy recommend that air quality issues be considered in all land use and transportation plans. The environmental review to this Plan addresses these impacts.

- Federal and State Water Quality legislation require that impacts on water quality, both surface and subsurface be addressed. The environmental review to this Plan addresses these impacts.

- The City’s Municipal Code regulates the development of land and other policies contained in this Plan. The Plan's implementation will require that rezonings be undertaken to better match land use policy recommendations to regulatory controls.

- In addition to legislation, the City Council has adopted a number of policies that are used as guidelines for implementation of numerous community plan recommendations.

ANCILLARY DOCUMENTS

A number of background documents prepared over the years were used as reference in the preparation of this Plan. In a few cases, comprehensive studies were made as part of this planning program, which, for the sake of brevity, are also referenced. While these documents are not adopted as part of this Plan, they provide essential information that was used in the development of its policies.

Documents include economic development studies, business enhancement studies, residential improvement studies, traffic studies, transit studies, open space and park studies, environmental, redevelopment and financial studies. An annotated bibliography of these documents is provided in **Appendix A**.

IV. PLAN ELEMENTS

IV-A Neighborhoods Element

IV-B Natural and Cultural Resources Element

IV-C Urban Design Element

IV-D Land Use Element

IV-E Economic Development Element

IV-F Public Facilities and Services Element

IV-G Transportation Element

IV-A NEIGHBORHOODS ELEMENT

The communities of Mid-City are a collection of diverse neighborhoods, each with its own look, feel, history, and culture. Each neighborhood's assets and opportunities can be used to enhance the area's overall character and add to the health and vitality of the entire Mid-City.

Normal Heights

Adams North
Adams Park
Cherokee Park

Kensington-Talmadge

Kensington
Talmadge

City Heights

Corridor
Teralta West
Teralta East
Colina Park
Cherokee Point
Castle
Azalea Park
Hollywood Park
Fairmount Park
Bayridge
Fairmount Village
Swan Canyon
Chollas Creek
Fox Canyon
Islenair
Ridgeview

Eastern Area

Chollas Triangle
Darnall
El Cerrito Heights
Oak Park
Rolando
Rolando Park
Webster

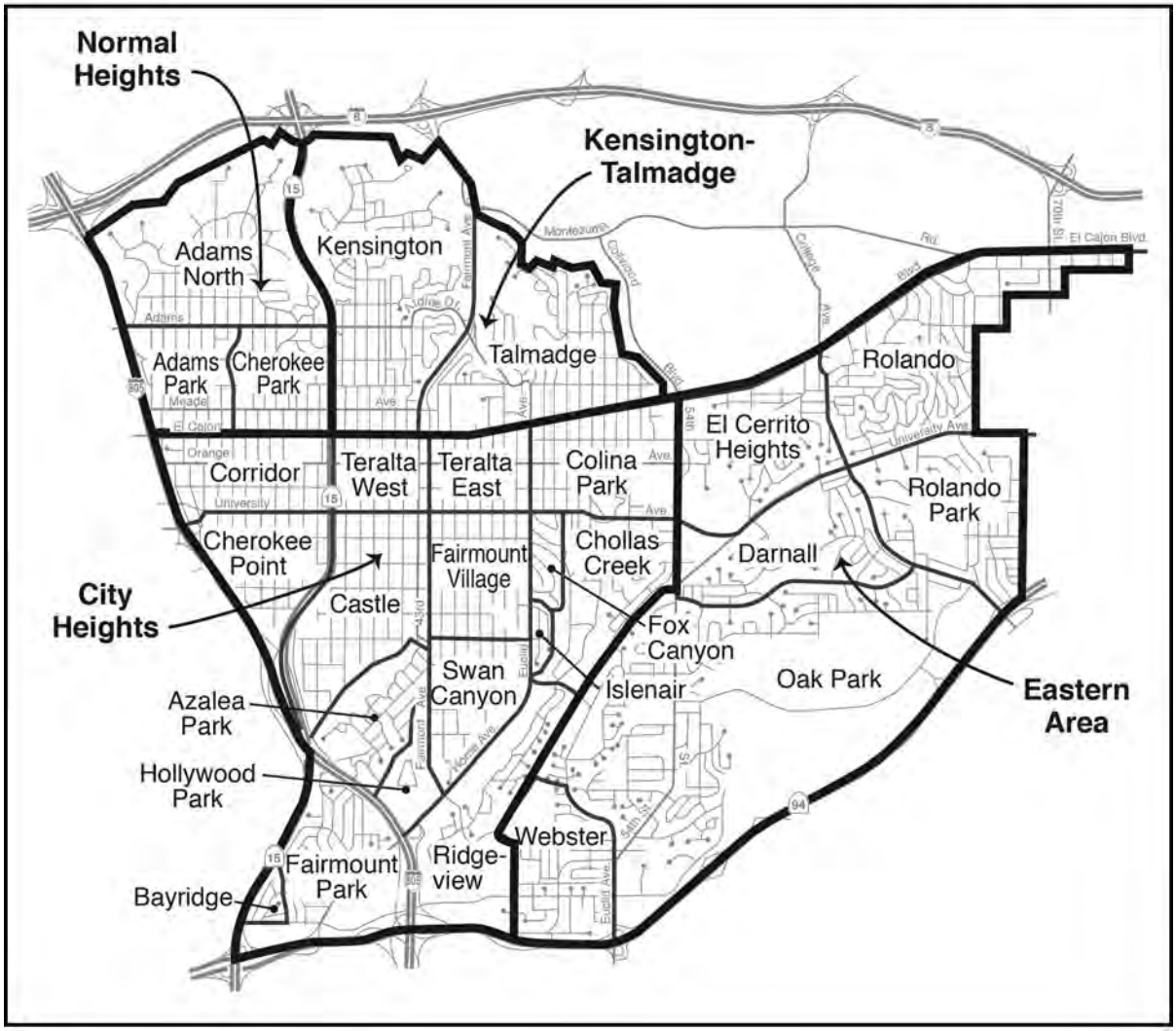
BACKGROUND

Twenty-seven neighborhoods have been identified within the four communities of Mid-City: Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area. While neighborhood boundaries are not hard and fast, a major determinant of the boundaries and neighborhoods illustrated in this Plan was the existence of active community associations. These organizations help neighborhoods focus on their needs and improvement opportunities, greatly enhancing their chances of success. These neighborhood organizations exist in addition to the recognized community planning groups that represent each of the four subareas.

The following is a brief description of each neighborhood and a list of some of the more dominant issues confronted by each. These issues were identified by the community in the development of this Plan, and are addressed in its various elements.

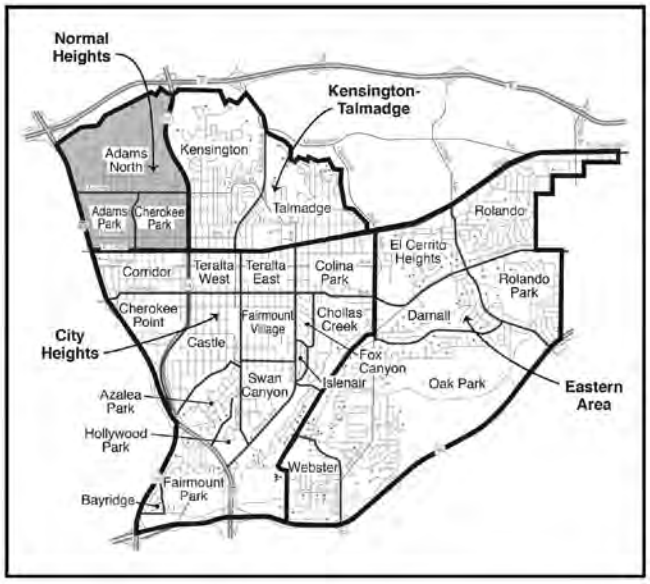
Some neighborhoods have developed their own action plans to address neighborhood concerns, in some cases looking at long range planning issues and others focusing also on short-term physical and social needs. More such action plans—or RAPs (Revitalization Action Plans)—are anticipated in the future.

Figure 5
Mid-City Neighborhoods



NORMAL HEIGHTS

Normal Heights was named for the San Diego Normal School, a teacher's college that was the forerunner to San Diego State University. A major early influence on the community was Bertram J. Carteri, who arrived in 1916 and began to build single-family bungalows. With the restoration of the trolley line in the early 1920s, Carteri began to build what is now known as the Carteri Center on Adams Avenue between 33rd and 34th Streets, which has been declared a potential historic district. The most significant structure is the Louis L. Gill designed bungalow court first named El Sueño, now known as Santa Rosa Court.



POPULATION AND HOUSING PROFILE
1990 CENSUS

	Normal Heights	San Diego
Population	15,575	1,110,549
Single Dwelling Units	39%	56%
Multiple Dwelling Units	60%	42%
Household Size	2.08	2.6
Owner Occupied Dwellings	24%	48%
Households Below Poverty	19%	13%

Adams North

Mountain View is best characterized by the steep slopes of Mission Valley along its northern boundary and the Adams Avenue business district at its southern edge. Single-family homes near the valley rim give way to duplex development and apartments near Adams Avenue. This area was the subject of an urban design plan after the 1985 fire.

Adams Park and Cherokee Park

These neighborhoods are bounded by the commercial development of Adams Avenue on the north and El Cajon Boulevard on the south. Both neighborhoods have a mixture of single-family, older apartment courts, with larger apartment development scattered throughout the area. Activity in Adams Park includes the recent and anticipated expansion of Adams Elementary School and park. Cherokee Park is planning improvements in conjunction with the construction of SR-15, including the construction of the 39th Street Park at Adams Avenue.

Normal Heights Issues

- Public facilities are seriously deficient.
- Adams School is seriously overcrowded.
- The community is deficient in the number of parks and park space needed.
- There is no library in this community.
- The construction of SR-15 has presented problems to address, such as noise, visual impact, and traffic circulation. Opportunities are also presented, such as for new parks, freeway and transit access, and a new "Mid-City Center" at the SR-15 and El Cajon Boulevard interchange.
- Some residential properties are deteriorating and commercial properties need further revitalization.
- Speeding and cut-through traffic is disrupting residential neighborhoods.
- Commercial parking is deficient with on-street parking overflowing into the neighborhoods.
- The Mission Valley slopes are both an asset to be preserved in their natural passive state, and a potential fire hazard.
- Water and sewer lines are deteriorating.
- Street trees and streetlights are inadequate.
- Sidewalks, curbs, and gutters are in need of repair.
- A combined pedestrian and bicycle linkage over SR-15 at Monroe Street is needed, with a minimum 12-foot width.

Figure 6

Normal Heights Community Vision Map

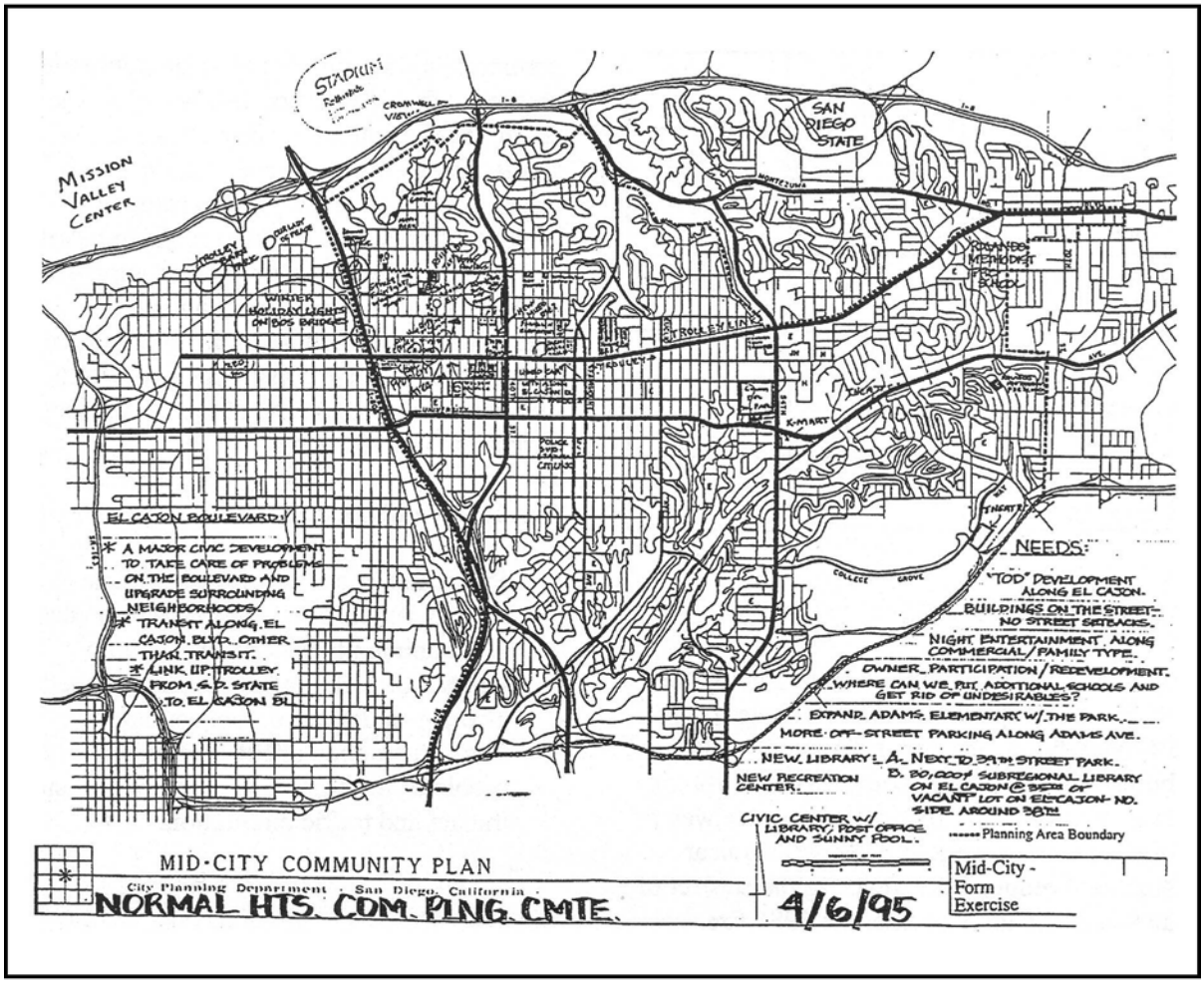
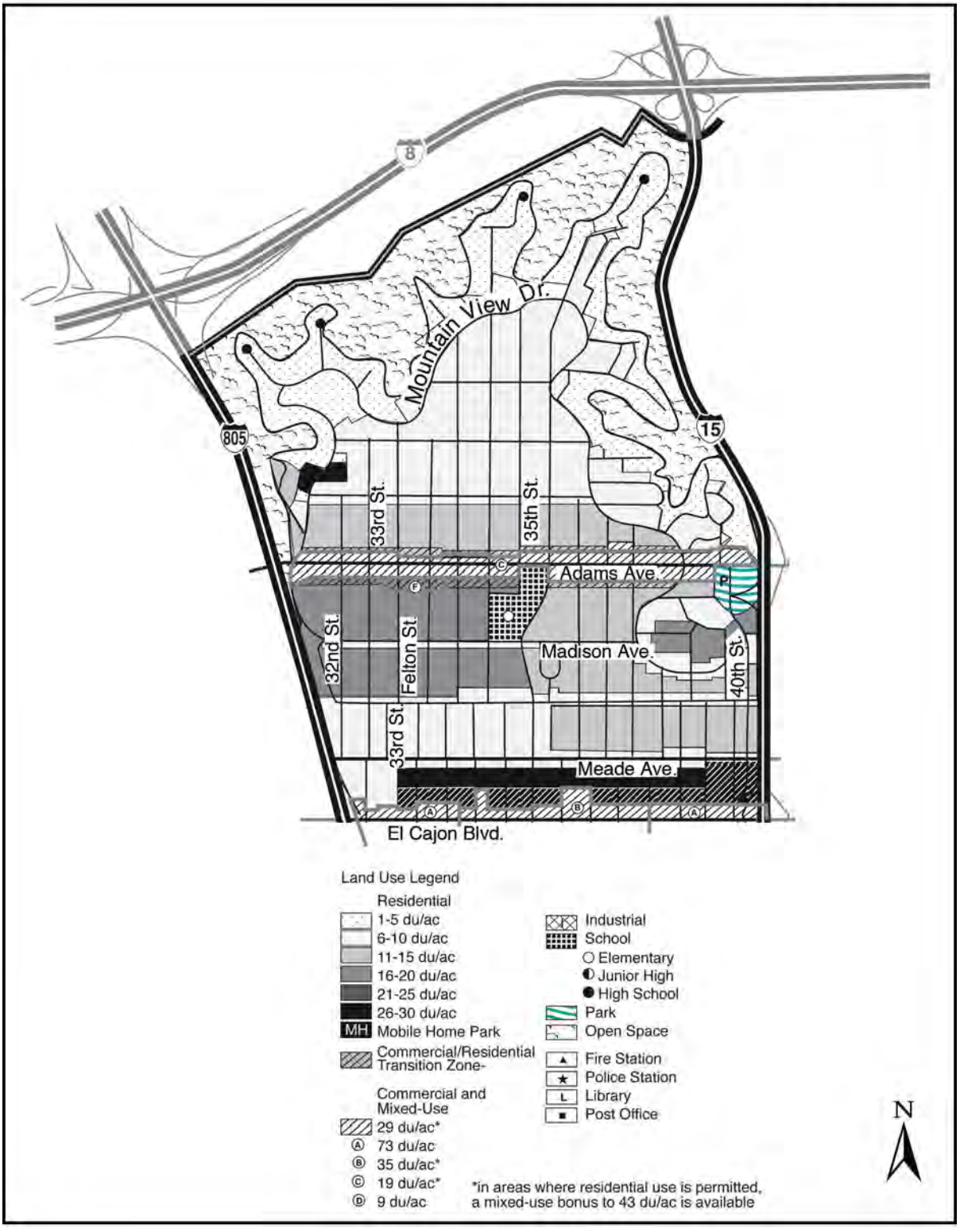


Figure 7

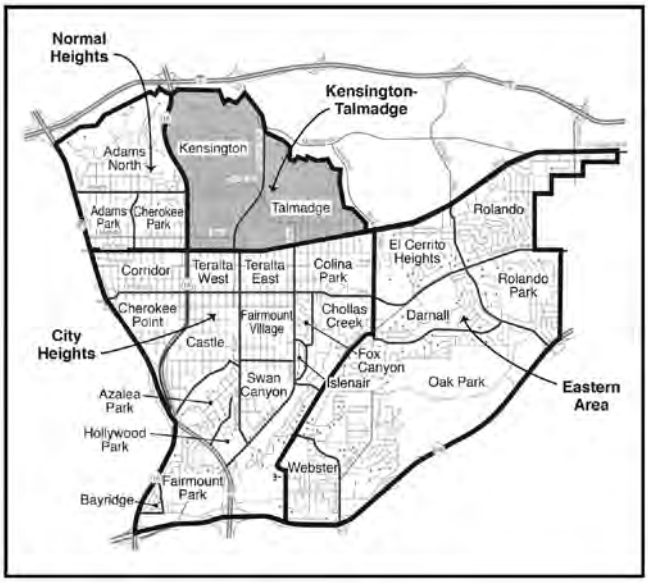
Normal Heights Community Plan Map



KENSINGTON-TALMADGE

Kensington

Kensington is a unique neighborhood due to its geography and the non-standard layout designed by its developers. Because it is a narrow peninsula isolated on three sides by steep slopes, much of which is dedicated open space, it has the ambience of a small town. Its winding streets contain mostly owner occupied, custom single-family homes. Kensington extends north, along tree-lined streets to the southern rim of Mission Valley.



Kensington has a small business district consisting of five blocks on Adams Avenue. Its central feature is the compact Kensington Park on which is centered the public library, considered the heart of the community.

Named for a borough in London, England, Kensington is a pioneering subdivision dating to 1910. With its stone gateways, ornamental lighting, and curving streets, the neighborhood is a strong candidate for designation as a historic district.

POPULATION AND HOUSING PROFILE
1990 CENSUS

	Kensington-	San Diego
Population	13,120	1,110,549
Single Dwelling Units	57%	56%
Multiple Dwelling Units	42%	42%
Household Size	2.13	2.6
Owner Occupied Dwellings	46%	48%
Households Below Poverty	14%	13%

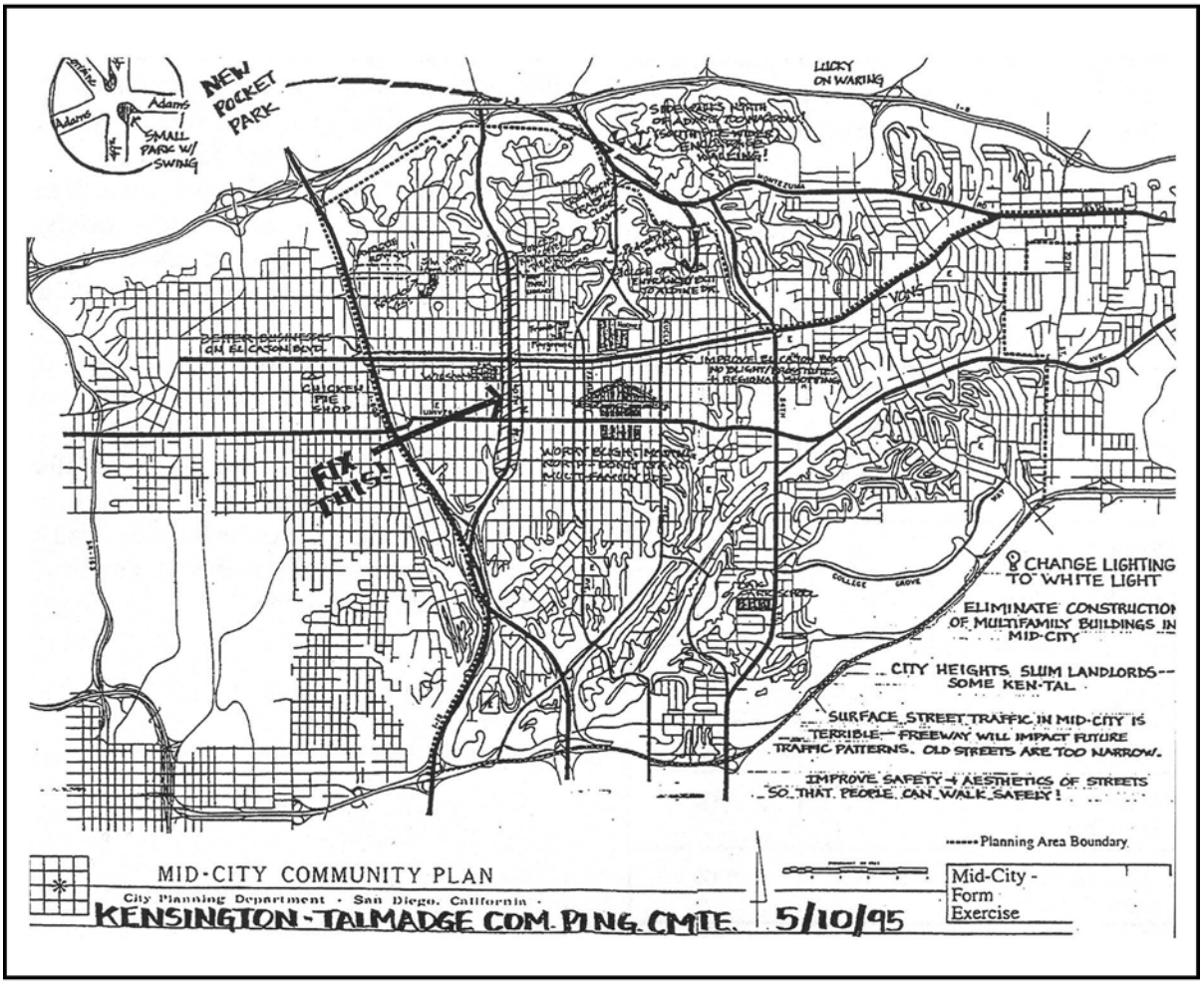
Talmadge

Talmadge is a special hidden neighborhood, the cousin of Kensington and surrounded by beautiful canyons. Iron gates with ornamental lights mark the gateways of Talmadge. Known as the "Movie Girl" tract, some of the streets are named after the Talmadge sisters, famous silent screen movie stars who dedicated the neighborhood in January 1926.

The homes are all unique and all with a distinctive individuality acquired over generations of proud home ownership. Homes are located on narrow streets with the garages placed at the rear of the lot or off alleys. This creates a wonderful pedestrian-oriented community where everyone walks and knows their neighbors.

Figure 8

Kensington-Talmadge Vision Map

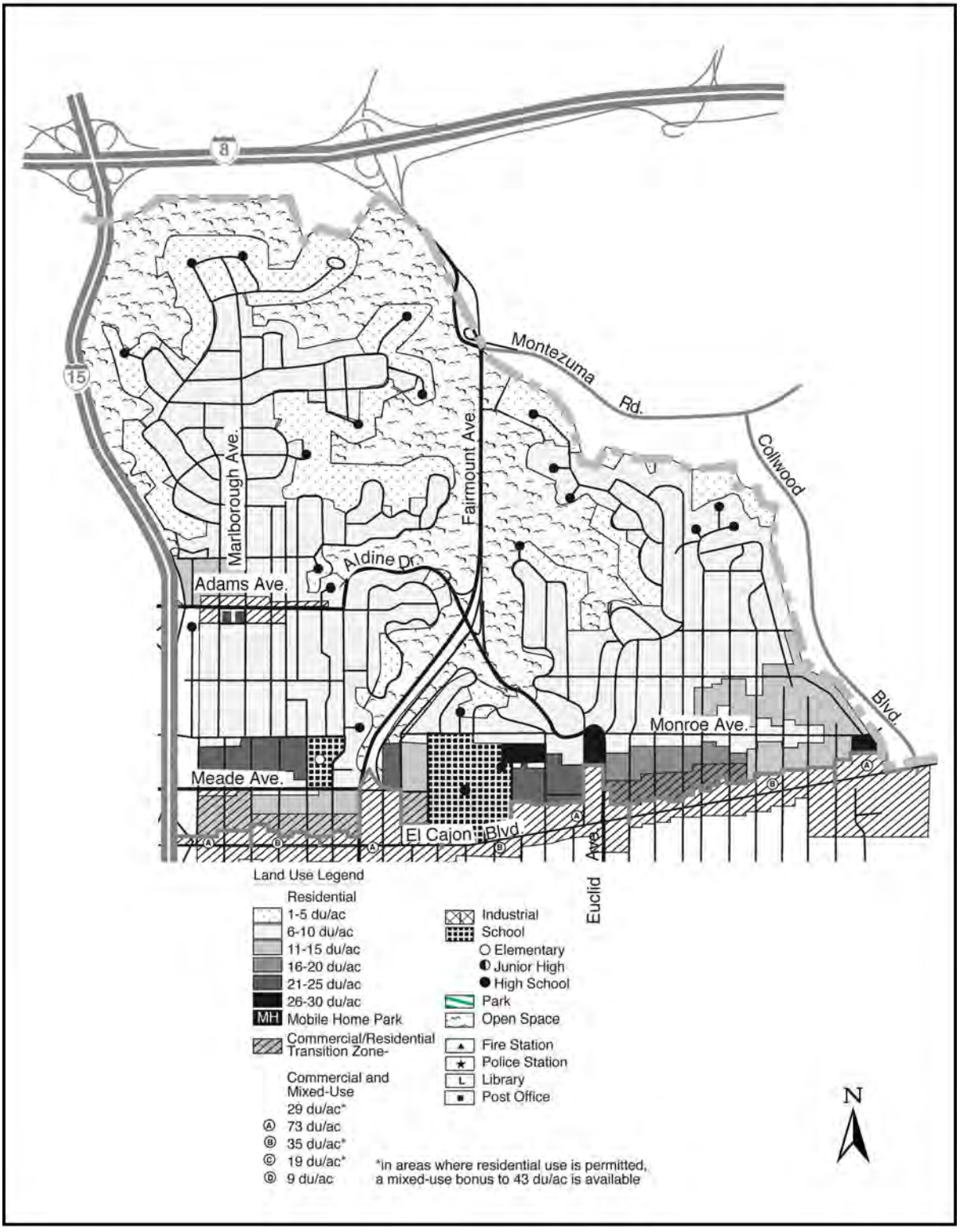


KENSINGTON-TALMADGE ISSUES

- Schools are overcrowded and park space is deficient.
- The library does not meet General Plan standards but maintenance of the existing library site and the surrounding park is preferred.
- The construction of SR-15 has presented both problems to address, such as noise, visual impact, and traffic circulation; and opportunities, such as developing new parking areas, freeway and transit access, and a new "Mid-City Center" at the SR-15 and El Cajon Boulevard interchange.
- Some residential properties south of Monroe Avenue are deteriorating, and commercial properties on El Cajon Boulevard are in need of revitalization.
- Speeding and cut-through traffic is disrupting portions of residential neighborhood streets.
- Commercial parking is deficient with on-street parking overflowing into the neighborhoods.
- The slopes surrounding Kensington-Talmadge are both an asset to be preserved in their natural passive state without intrusion, and a potential fire hazard.
- Sidewalks and water and sewer lines are deteriorated.
- Street trees and streetlights are inadequate.

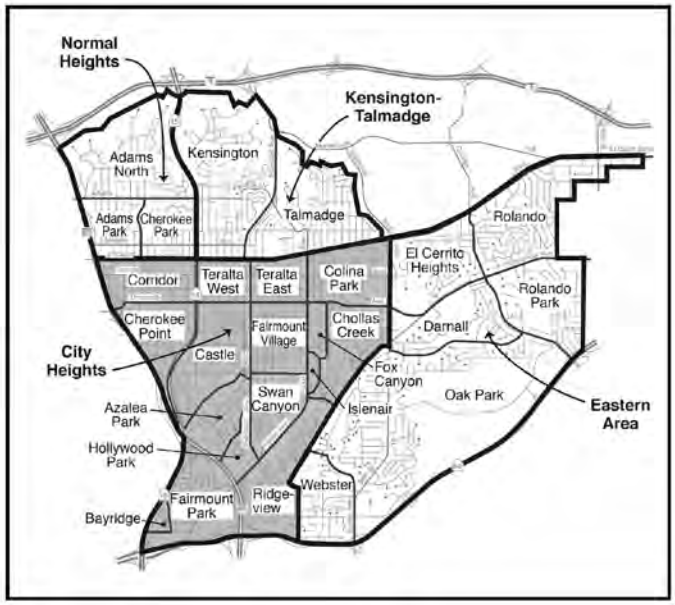
Figure 9

Kensington-Talmadge Community Plan Map



CITY HEIGHTS

City Heights is located in the central Mid-City plateau, and is indented by a number of smaller canyons. The major canyon systems that once existed have been replaced by North/South freeways (I-805, SR-15). The community's southern boundary is State Route 94 (SR-94) freeway. The Chollas Creek is located in the southern reaches of the community.



Within City Heights there are a number of neighborhoods, all having their own unique identities, ranging from the very urban higher-density, to low-density, somewhat rural character with small single-family bungalows. In the past few years, neighbors have joined together to work towards their neighborhoods' “renaissance” with a great deal of success. Their first objective has been addressing public and personal safety issues, successfully turning the tide of crime.

An outgrowth of a City Heights Economic and Crime summit in 1994, a Revitalization Action Plan (RAP) has been completed for City Heights, making specific recommendations for short-term and long-term actions. These recommendations look at a full range of social, economic, and facility needs.

POPULATION AND HOUSING PROFILE
1990 CENSUS

	City Heights	San Diego
Population	70,064	1,110,549
Single Dwelling Units	41%	56%
Multiple Dwelling Units	58%	42%
Household Size	2.94	2.6
Owner Occupied Dwellings	23%	48%
Households Below Poverty	30%	13%

The Corridor, Teralta West, and Teralta East

The Corridor, Teralta West, and Teralta East are linear neighborhoods located in the middle strip of the Mid-City plateau. They were originally developed with single-family housing as the suburban addition to San Diego, and located along the east trolley corridor and the original Highway 80 (El Cajon Boulevard) route. The area has been developing since World War II with higher-density apartments and condominium development.

These neighborhoods now contain the highest population density in Mid-City. Much of the housing is multifamily combined with older single-family development and some older apartment courts, which are still the best maintained areas.

Commercial needs are served by The Boulevard and University Avenue commercial corridors. All residences are within a walking radius of commercial services and potential employment areas.

Colina Park

Colina Park is located just east of Teralta East. The neighborhood's single-family residential areas have been encroached upon by large lower income apartment complexes. It is distinguished by hilly terrain, giving the area outstanding views. A large community park—Colina Del Sol Park—includes Colina Park Golf Course, a recently rejuvenated par 3 course that features a very successful Pro Kids Golf Academy for local youth.

Cherokee Point

With the exception of the University Avenue commercial frontage, Cherokee Point is a residential neighborhood, with primarily single-family homes. Park de La Cruz is being developed as part of the SR-15 construction. Remnant hillsides indent the neighborhood from the freeways which have replaced some of the natural canyon areas.

Castle

Castle is primarily a single-family home residential neighborhood with the exception of the University Avenue commercial frontage and a few older stores scattered along Fairmount Avenue. Some multifamily development is located along 43rd Street and Fairmount Avenue. The northern rim of Azalea Canyon bounds the residential neighborhood, providing a potential resource for open space and recreation enhancements.

Azalea Park and Hollywood Park

Azalea Park is a primarily single-family residential home neighborhood with a few sprinkled low-density multifamily complexes. Poplar Avenue bisects Azalea Park and provides some neighborhood commercial services to the area. Azalea Park is one of the most active residential neighborhoods in City Heights and one of the first in the City of San Diego to implement the neighborhood policing program. Local craftsmen and artists have created unique wood crafted street signs representing the flower names of many of the streets in the neighborhood. The neighborhood of Hollywood Park is bound to the south by Hollywood Park and Canyon.

On December 13 and 14, 1996, the Azalea Park neighborhood Association co-sponsored a "Village Charrette" with Hollywood Park neighborhood, to identify neighborhood improvements for revitalization. The vision reached during the event was: the establishment of a "Village in a Park" creating cohesion and place for the two neighborhoods; using the canyon open space and existing Azalea Park and Hollywood Park as a resource to attract business and shops; and the establishment of gateway entrances featuring artwork. Along with these ideas would go improvement of public infrastructure and services, amendments to zoning to permit "live work" artist and commercial space, improved parking and development of a unique village design.

Fairmount Park and Bayridge

Fairmount Park is located in a promontory surrounded on all sides by hillsides and freeways. Home Avenue bisects it diagonally, linking the neighborhood to both I-805 and SR-94. Chollas Creek runs through it on a southwestern direction towards San Diego Bay. The neighborhood is predominantly single-family homes, with some auto-oriented commercial and industrial uses along Home Avenue. Bayridge is a small neighborhood contained within Fairmount Park on its westernmost knoll, identifiable for its outstanding views and well maintained duplex development.

Fairmount Village and Swan Canyon

Fairmount Village is located on the mesa south of University Avenue and east of Fairmount Avenue. The area is predominantly single-family homes, with some duplex development and apartment development predominantly near University Avenue. Commercial development is concentrated along University with scattered businesses on Fairmount Avenue and Euclid Avenue. The recent development of the City Links Project, along with the Rosa Parks Elementary School, have brought new life into Fairmount Village. Swan Canyon, located south of Fairmount Village, is predominantly single-family uphill from canyons facing Home Avenue. Monroe-Clarke Middle School was recently constructed in this neighborhood.

Islenair

Islenair is an isolated neighborhood just east of Euclid Avenue and bounded on all other sides by hillside remnants of canyons. It is also an island in the sense that it is entirely single-family homes in an otherwise mixed-use area; a very small and tightly knit community.

Ridgeview

The northern portion of Ridgeview is predominantly single-family residential, with the southern section dedicated to industrial use. Chollas Creek runs through it in a southwesterly direction.

Chollas Creek and Fox Canyon

Chollas Creek is predominantly single-family homes with some multifamily development in areas off University Avenue. The Fox Canyon neighborhood has developed as its vision a well-integrated residential and business community sensitive to preserving natural, artistic, and historical developments within a well maintained, safe, and friendly environment.

City Heights Issues

- In spite of the addition of new facilities, schools remain severely overcrowded and parks are deficient.
- While presenting some problems, the construction of SR-15 presents the opportunity for new business development surrounding the University Avenue interchange.
- The very high demand for public transit outstrips the available service.
- Residential rehabilitation and commercial revitalization are needed.
- Commercial parking is deficient with on-street parking overflowing into the neighborhoods.
- Sidewalks and water and sewer lines are deteriorated.
- Street trees are lacking.
- The social and cultural needs of the culturally diverse sectors of the population need to be addressed.

Figure 10

City Heights Vision Map

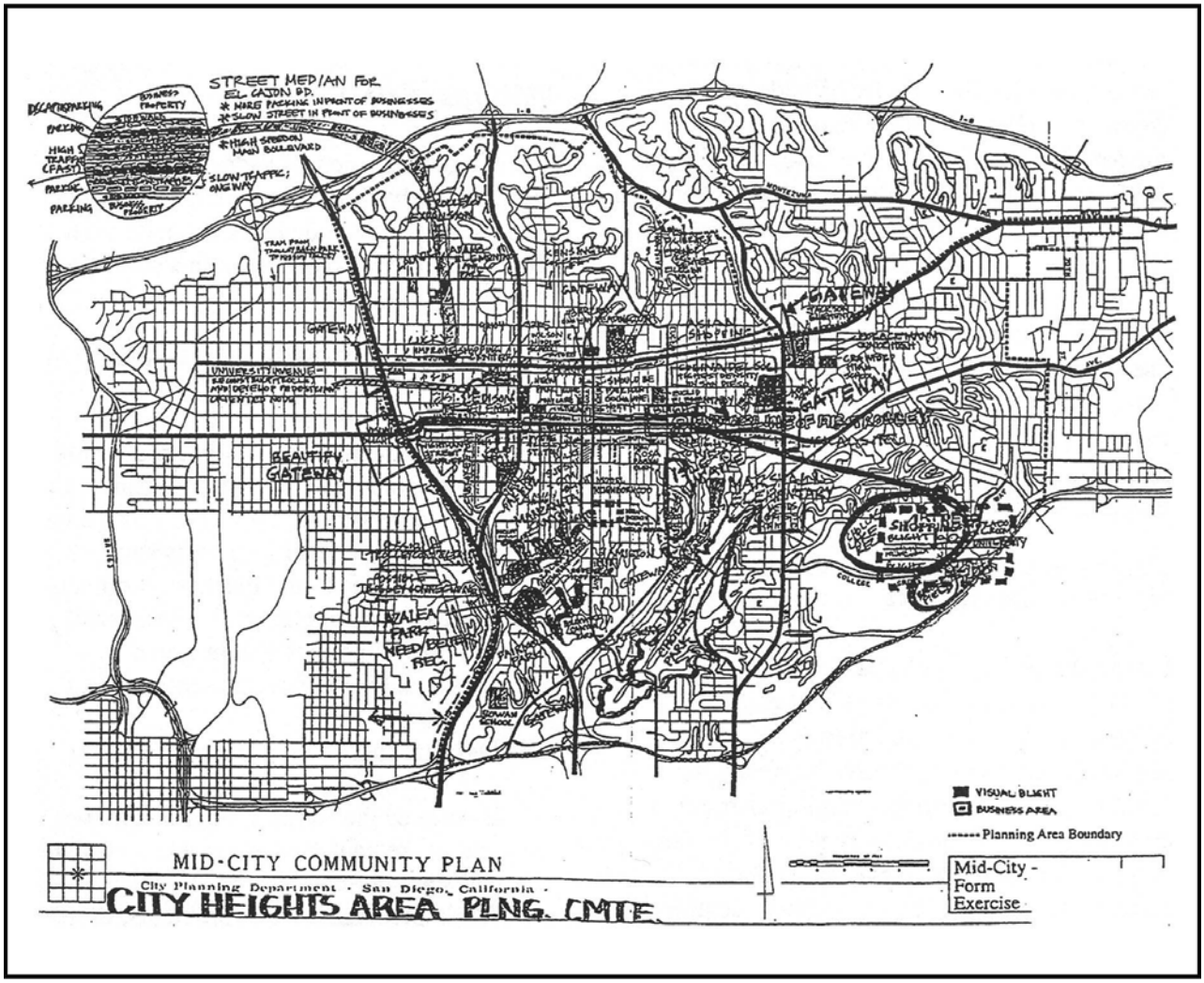
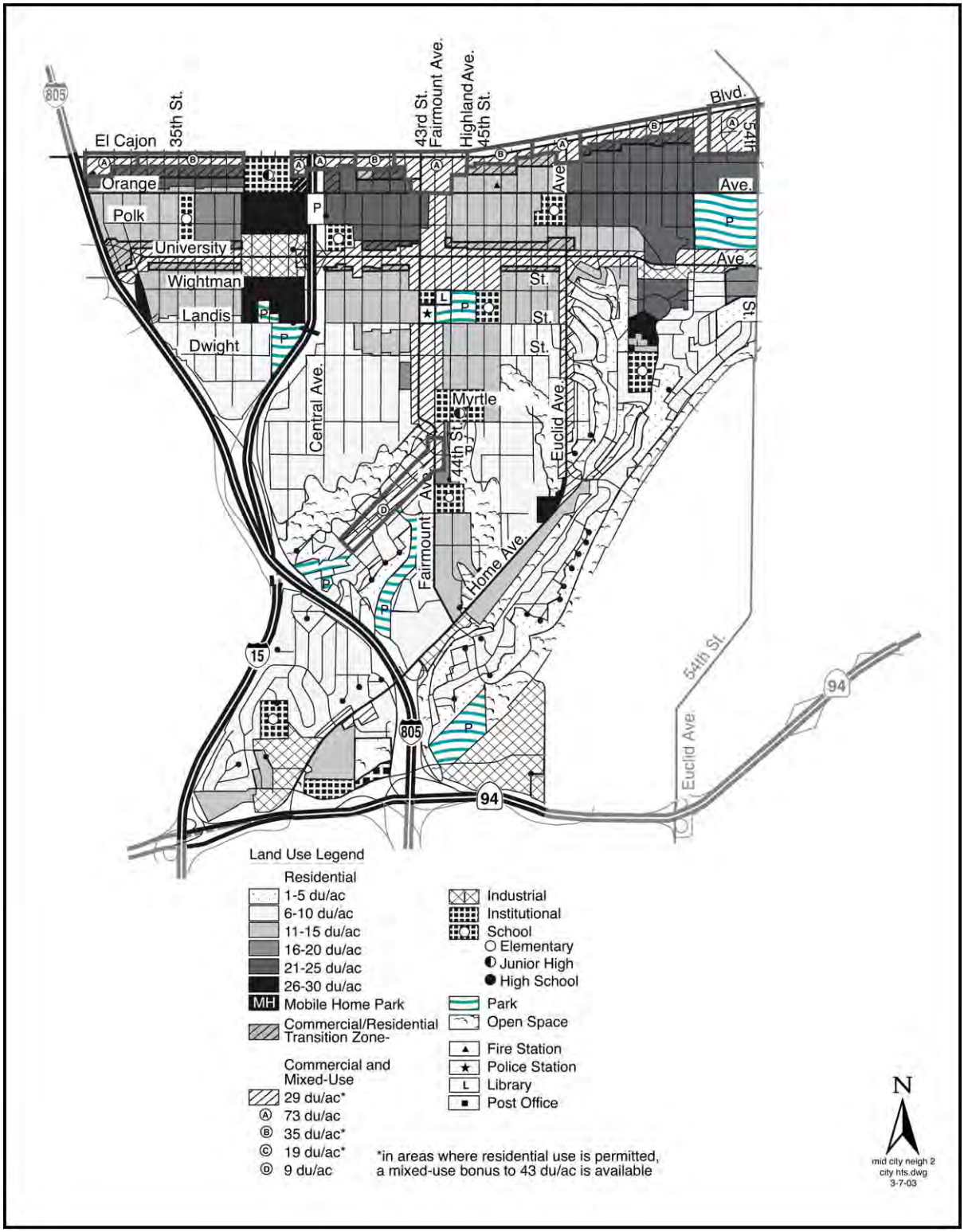


Figure 11

City Heights Community Plan Map



EASTERN AREA

While the Eastern Area shares many of the same issues with Mid-City's other three communities, it is distinguished by its hilly topography and more recent development. But in spite of its age, this area finds itself in need of revitalization as well. In a recent effort to address these needs, most of this subarea along with the College area and portions of City Heights was the subject of the College and Eastern Area Planning and Economic Review (CEAPER), which recommended a series of strategies aimed at attracting business and residents.

POPULATION AND HOUSING PROFILE
1990 CENSUS

	Eastern Area	San Diego
Population	29,176	1,110,549
Single Dwelling Units	59%	56%
Multiple Dwelling Units	38%	42%
Household Size	2.50	2.6
Owner Occupied Dwellings	54%	48%
Households Below Poverty	18%	13%

CHOLLAS TRIANGLE SECTION OF THE EASTERN AREA NEIGHBORHOODS

Chollas Triangle is an approximately 43-acre site within the Eastern Area and is bounded by 54th Street to the west, Chollas Creek to the south and east, and University Avenue to the north. The City, working with the community, prepared a study to provide specific land use, mobility, and urban design recommendations to encourage a mixed-use transit-oriented village supported by public/civic/park space, open space, and creek enhancements within the Chollas Triangle Site. Chollas Triangle is envisioned as a vibrant, mixed-use neighborhood center that celebrates Chollas Creek and promotes the use of multi-modal transit along University Avenue and 54th Street. The site has the potential to serve as a major destination for surrounding neighborhood residents. The Community Plan implements the goals and recommendations developed through the process. This section below provides additional recommendations for implementation.

GOAL

- Create an active neighborhood village with an integrated mixture of residential, commercial, and recreational uses.
- Create an open space system and development pattern that connects adjacent neighborhoods to and through Chollas Triangle.

The landscape character of the community is defined by its hills, canyons and bluffs. While these features create a beautiful and dramatic urban pattern, they often create barriers between neighborhoods. A primary goal of this plan is to acknowledge these features and design a harmonious open space system and development pattern that connect adjacent neighborhoods to and through Chollas Triangle.

Chollas Triangle CPIOZ

The Community Plan Implementation Overlay Zone (CPIOZ), Type-B applies to the Chollas Triangle Site (Figure 12.1). CPIOZ Type-B applies to the Chollas Triangle site to refine and help implement the policies of the Community Plan. For properties designated Neighborhood Village, development shall conform to the use and development regulations of the CC-3-5 zone except where superseded by this CPIOZ.

Development proposals on properties identified as CPIOZ Type B require discretionary review to determine if the development proposal is consistent with the community plan and these supplemental regulations. Exceptions from these regulations for development that is minor, temporary, or incidental and is consistent with the intent of this CPIOZ may be granted by the City Manager in accordance with the procedures of the Community Plan Implementation Overlay Zone within the Municipal Code Section 132.1403. Applications for development on a property located in CPIOZ Type-B will require a Process Three Site Development Permit and shall address the design and compatibility of the project in relation to surrounding development, including conformance with the following regulations.

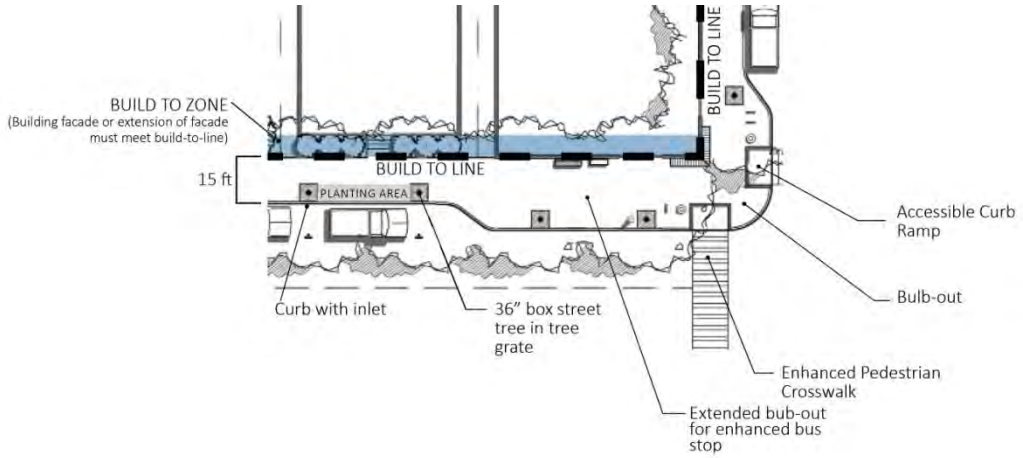
1. A maximum of 130,000 square feet of non-residential development is allowed within lands designated as Neighborhood Village.

2. Building heights shall not exceed 65 feet.

3. Residential use and residential parking are allowed anywhere on the ground floor, except along University Avenue where the ground floor street wall shall be a commercial use.

4. A minimum of 70 percent of the ground floor street wall shall be developed with commercial uses along University Avenue.

5. Build-to-lines are established on University Avenue and 54th Street frontages to provide a consistent building edge. The building edges shall be located along these lines. Recessed entries shall be restricted to maintain the continuity of the build-to-line especially on University Avenue. Exception: When a transit stop is present, the building edge may be placed a maximum of 20 feet from the curb.



6. On any drives internal to developments, all building edges, front entries, or stoops shall be located facing the street. Drives internal to developments shall have parallel or angled parking contiguous with the sidewalk. Trees providing shade to pedestrians will be planted every 30 feet and will be planted between the curb and the internal street wall.
7. Design commercial development to attain a 60% ground-floor transparency to highlight interior activity from the street.

8. Transfer of Development Rights - Development rights may be transferred within land uses designated as Neighborhood Village in conjunction with the Site Development Permit required for development in the CPIOZ Type-B area, restricting both the sending and receiving sites. The development intensity may not be transferred to any other land uses.

Implementation

No new development that exceeds 4,261 driveway average daily trips (ADT) shall proceed within the Chollas Triangle site until the following improvements are completed and accepted by the City Engineer:

- Provide a raised median on University Avenue from 54th Street to 58th Street, satisfactory to the City Engineer;
- Restripe the southbound and northbound approaches at the intersection of College Avenue and University Avenue to provide dual left turn lanes and modify the traffic signal accordingly, satisfactory to the City Engineer. Provide for Class III bicycle lanes on College Avenue north of University Avenue.

Each development proposal shall be required to submit a trip generation table that tracks the average daily trips generated from each development project within the Chollas Triangle site in order to monitor when the 4,261 ADT will be reached.

LAND USE

The Neighborhood Village designation allows for housing and convenience shopping in a mixed-use setting, public uses and services serving an approximate three mile radius. A more intensive commercial and mixed-use development pattern is identified for the street frontage along University Avenue, with uses transitioning to less intense residential development and Chollas Creek Park to the south. In order to create a vibrant neighborhood, a variety of household types, sizes and price points are encouraged including, rowhomes, condos, apartments, and lofts. The entire site allows for no more than 486 multi-family dwelling units and 130,000 square feet of non-residential square footage.

Development along University Avenue should transition from solely commercial uses near the University Avenue / 54th Street intersection to mixed-use residential further east. This pattern is intended to provide suitable sites for commercial users who desire corners at busy intersections as well as to reduce noise impacts on residential units. All commercial uses along University Avenue should have active ground floor uses and transparent facades to promote an active, pedestrian-oriented street. The land use designation allows for a large format commercial building intended to accommodate a neighborhood grocery store. Commercial uses should front the street and locate parking internally. Residential development should include entrances that front public streets, specifically 54th Street and Lea Street, as well as Chollas Creek Park as illustrated in Figure 12.2. Smaller building footprints are better suited along streets with gentle slopes and curves with parking located within the interior of the site.

Figure 12.1 - Land Use Plan

Recommendations

- Parcels fronting University Avenue should provide a mixture of multi-family housing and commercial uses along a major transportation corridor.
- Commercial uses along University Avenue should have transparent facades to promote an active, pedestrian-oriented street.
- Commercial uses should front the street and locate parking internally.
- Residential development should include entrances that front public streets, specifically 54th Street and Lea Street, as well as Chollas Creek Park.
- Encourage convenience shopping with a pedestrian orientation at the corner of 54th Street and University Avenue.
- Locate more intense uses, such as office and commercial businesses, along University Avenue.
- Allow for the ability to develop commercial anchor retail, such as a neighborhood grocery store, that fronts University Avenue.
- Provide a variety of housing types adjacent to active park uses located at the southern and eastern areas of Chollas Triangle.

Figure 12.2 - Illustrative Site Design*

***For illustrative purposes only – image is shown as an example of how the site could be potentially developed; a community plan amendment would not be required for projects that implement the CPIOZ and recommendations of the Plan, even if it differs from the above illustration.**

MOBILITY

A fundamental step in achieving the community vision is to create an urban framework that encourages a more human scale, walkable development pattern. The mobility network introduces a smaller scale street and block pattern intended to function as part of the open space system as shown in Figure 12.3. Streets are designed to enhance pedestrian connections through the site and Chollas Creek Park. Design elements include wide sidewalks, street lighting, and shade trees that create safe, comfortable pedestrian connections. On-street parallel parking is identified throughout the development to calm traffic and serve as a buffer between traffic lanes and pedestrian zones. Curb extensions and marked pedestrian crosswalks, where warranted, should be incorporated at intersections to minimize pedestrian crossing distance where feasible.

Lea Street will connect 54th Street to University Avenue to form the fourth leg of the controlled intersection near Promise Drive. The specific location and design of the intersection alignment of Lea Street and University Avenue would be subject to further engineering analysis to the satisfaction of the City Engineer. This alignment forms the northern edge of the park, creating a highly visible and accessible open space. Buildings should front Lea Street to take advantage of creek and park views and provide informal observation on the park.

Development within the site should capitalize on the regional bus connectivity, particularly at the intersection of University Avenue & 54th Street. The southeast corner of this intersection is envisioned as an enhanced transit plaza with ample room and comfortable waiting areas for transit patrons. Amenities should include, bus shelters, seating, trash cans, bicycle parking and transit information.

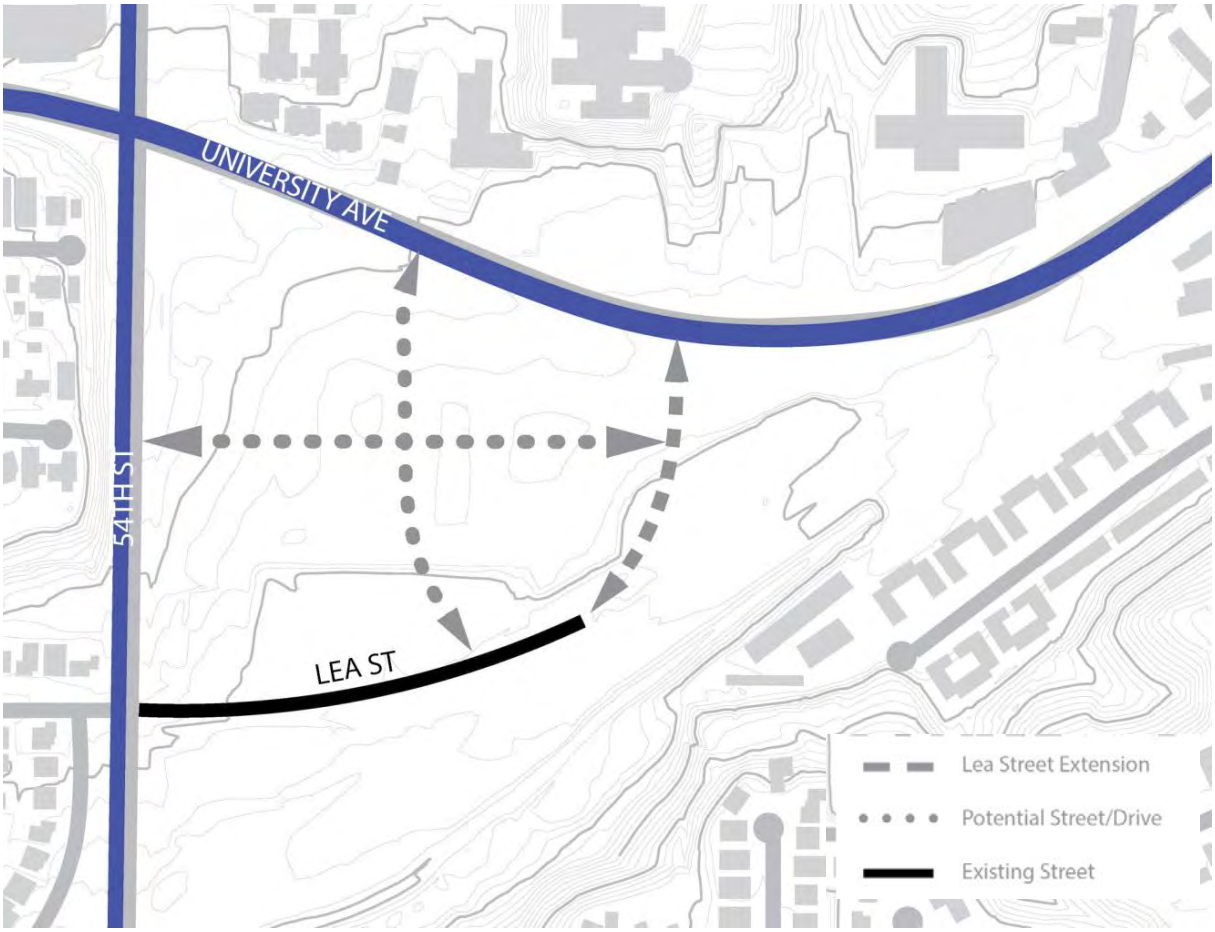
Improvements to the University Avenue and 54th Street intersection will enhance pedestrian safety and connect the project site to adjacent neighborhoods, businesses and open space. The University Avenue Mobility Study has identified elimination of the channelized right turns on the westbound and southbound approaches of this intersection. This will improve safety by shortening pedestrian crossing distances, improving visibility and reducing conflicts between all modes of transportation.

The plan envisions the vacation of Chollas Parkway and the realignment of Lea Street to a two lane collector street that connects University Avenue and 54th Street to reduce cut-through traffic, improving the pedestrian environment and overall livability for residents. A new signalized intersection will be located along University Avenue, eliminating the need for the existing complicated intersection at University Avenue and Chollas Parkway.

Non-contiguous sidewalks with ample landscape zones should be provided to create a safe and pleasant pedestrian environment should be provided on all internal development streets as well as any public streets that interface with the CPIOZ area. On-street parking will provide an additional buffer between traffic lanes and pedestrians.

The Chollas Triangle design principles promote an active and pedestrian scale street environment that encourages street activity and walkability. The existing, expansive parking lots will be replaced by dispersed surface lots behind buildings, on street parking, or in parking structures. Ample bike parking should be provided near bus stops, commercial areas and multifamily development. Improved connectivity to adjacent neighborhoods will make cycling more convenient and encourage transit use. Consideration should be given to designating bicycle parking areas for short and long-term use at commercial and residential locations.

Figure 12.3 - Circulation



Recommendations

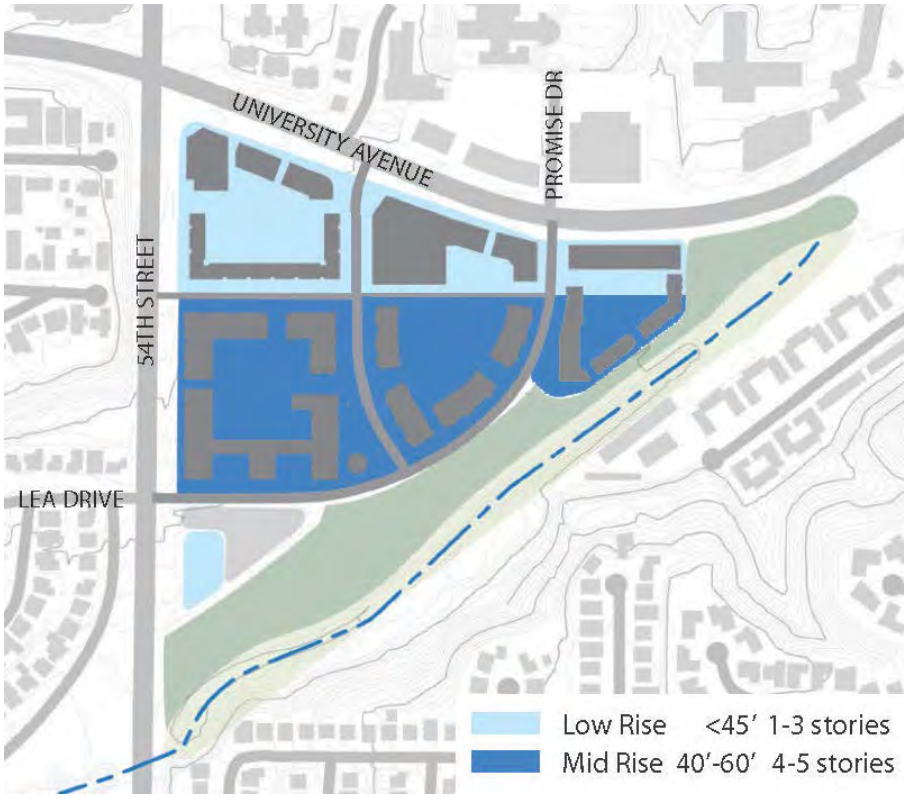
- Vacate Chollas Parkway to allow for active and passive park and open space uses.
- Design Lea Street as a two-lane collector that connects 54th Street to University Avenue
- Complete the extension of Lea Street through acquisition of right-of-way. The acquisition of necessary right-of-way from affected property owners could include a transfer of City-owned Neighborhood Village-designated property.
- Provide metered parallel parking along University Avenue.
- Provide for an enhanced transit plaza at 54th Street and University Avenue through comfortable walk and wait environments for transit riders.
- Design streets that include pedestrian amenities such as non-contiguous sidewalks, street trees, and street furniture.
- Extend the public realm into the site through the incorporation of pedestrian amenities such as sidewalks and street trees.
- Minimize pedestrian / automobile conflict by creating pedestrian friendly intersections that incorporate bulb outs, pedestrian refuge areas and reduce crossing distances where appropriate.
- Create a safe, human-scale pedestrian and bicycle network.

URBAN DESIGN

The Chollas Triangle site has the opportunity to serve as a destination and focal point within Mid-City that celebrates Chollas Creek. New development that implements this vision should include buildings that front streets with parking located behind buildings or in parking structures. Where feasible, tuck-under parking, underground parking, or parking structures should be situated into the existing topography to minimize visual impact on surrounding uses. Design treatments including quality articulated façades, building step-backs, porches and stoops serve to break up the mass and form of buildings and create an interesting street edge. Residences should include front porches and balconies at upper levels, allowing private exterior space for each dwelling unit.

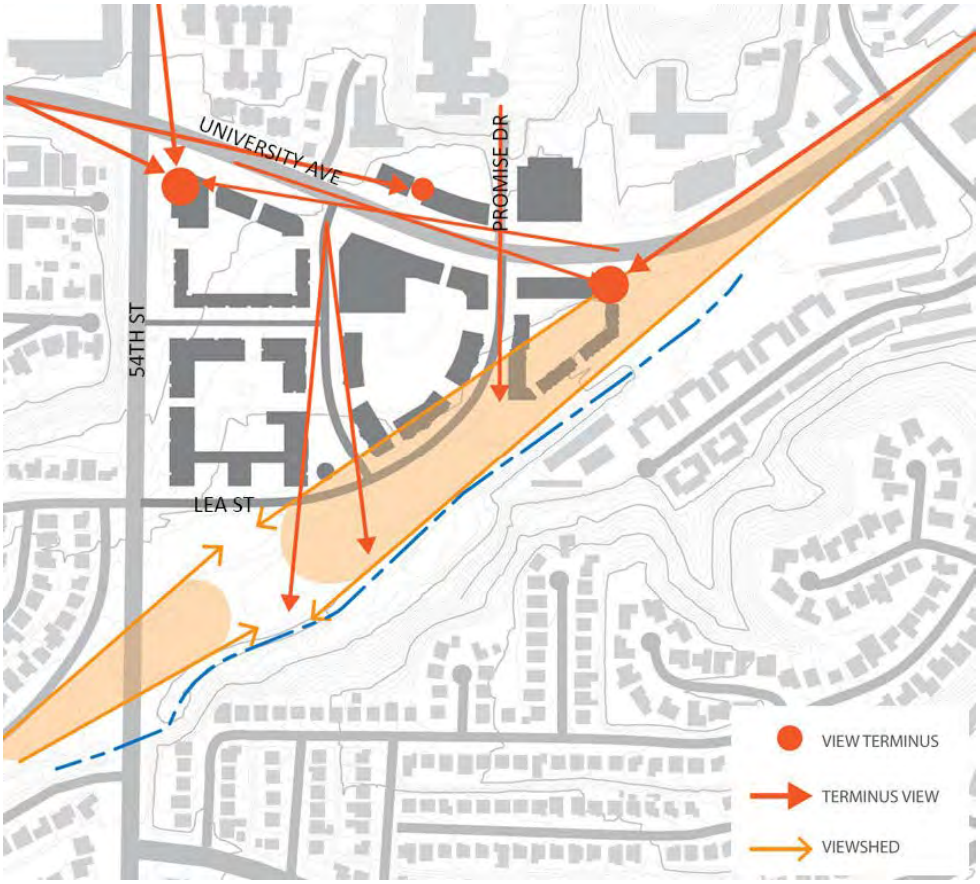
Significant building setbacks should be incorporated along University Avenue to provide space for an expanded transit plaza. A setback distance of 15 - 20 feet from the curb to building face should create a comfortable pedestrian environment along this corridor. Street trees should be provided in a regular interval of 30-35 feet to provide continuous shading for pedestrians. Ground floor transparency should be maximized to create pedestrian level interest and a visual connection between the street and interior spaces, enabling a strong sense of community and increasing informal oversight of public areas.

Figure 12.4 – Urban Form



Building heights should transition from lower (1-3 stories) commercial/mixed-use buildings along University Avenue to taller (4-5 stories) residential buildings along the park. Existing grades slope to the south and east, with an existing grade difference of 25'-50' between University and Chollas Creek. Locating taller buildings at the lower site elevations minimizes both the effect of higher buildings on the surrounding neighborhoods, and the formation of a potential 'building canyon' along University Avenue.

Figure 12.5 – Important Views into the Site



Building location and orientation frame views into the site and to the creek. Special uses and public spaces should be located to take advantage of views to adjacent canyons and hillsides. Signature architecture and/or landscape elements are encouraged at important view termini to strengthen the identity of Chollas Triangle within the community.

Recommendations

- Encourage signature architecture at major view corridors to establish a unique identity for Chollas Triangle.
- Incorporate green infrastructure (pervious paving, flow through planters, bio-retention swales, etc.) as a means to cleanse storm water run-off prior to entering Chollas Creek.
- Minimize urban heat island affect through building design, roof design and site landscaping.
- Design lot and blocks to encourage a pedestrian-scale development pattern.
- Utilize topography to enhance views and minimize grading.
- Locate parking behind buildings or in park decks.
- Utilize topography to enhance prominent views into and out of the site.

NEIGBORHOOD PARK/OPEN SPACE

A primary goal for Chollas Triangle is the creation of an approximately five-acre active use neighborhood park in the location of the vacated Chollas Parkway. The new park will provide an identity for Chollas Triangle. It will include a mix of passive and active park and open space uses, and a restored riparian habitat along Chollas Creek.

Chollas Creek Park will serve as a major community focal point, and should be designed to accommodate a variety of users. The over-arching park design concept is to create a series of independent, yet connected spaces along Chollas Creek. These spaces alternate between active/passive uses and native riparian areas. This concept helps create a string of varied experiences as users move through the park.

An open space buffer that extends 50 feet from the edge of the natural stream line of Chollas Creek to the lands designated for park use is established to serve as a transition between active and passive open space uses. The open space and creek area will have the potential to serve as a receiver site for storm water management and treatment.

Chollas Creek should be restored in a manner that balances the need for native habitat/riparian zones with opportunities for people to interact with the creek. The creek banks should be shallow to allow for creek views and access. The open space is designed as a series of ‘expansion’ and ‘compression’ areas adjacent to the creek channel. The expansion areas are broad zones that allow the creek to meander and braid during low flows and serve as detention areas when the creek floods. The compression areas focus the creek channel at strategic locations that bring people to the water near the plazas or open lawn areas. This pattern creates differing environments that encourage people to engage the creek in a variety of ways. Informal paths or boardwalks in the expansion zones allow people to explore the native landscape and access the creek, with drop structures at strategic locations to create overlooks and places of visual and audible interest within the park.

A plaza should be located along Lea Street. The plaza is a highly flexible space intended to serve the community year round, offering both programmed and informal uses such as: public gatherings, outdoor concerts, farmers markets, and informal gathering.

A series of open, level lawn areas allow for informal active uses such as soccer, lawn games, picnics, etc. These linked ‘rooms’ create a series of distinct experiences along Chollas Creek. The southwest portion of the park should be reserved for uses that meet specific community needs and activate the park. These uses could include a community garden or dog park.

Figure 12.6 – Open Space Network

*** Park design shown for illustrative purposes only**

A wide multi-use path will wind through Chollas Creek Park providing a much needed pedestrian and bike friendly connection that links neighborhoods southwest of Chollas Triangle with retail amenities located to the northeast. The Lea Street and 54th Street intersection will be signalized to allow the multi-use path to connect to the southwest with the planned bike route within the Chollas Creek Open Space corridor.

A multi-use path along the eastern edge of 54th Street will connect transit stops and commercial uses at University Avenue with the park and trails network to the south. It will provide an inviting edge that is intended to encourage development to front 54th Street, further strengthening the pedestrian experience. The multi-use path will be the first piece of a larger north/south bicycle and pedestrian system linking El Cajon Boulevard, Colina Del Sol Park, Chollas Creek Park and ultimately Chollas Lake Park.

Recommendations

- Create a neighborhood park with a mixture of active and passive uses.
- Provide a public street along the park to ensure public access.
- Enhance Chollas Creek as a community amenity through the restoration of natural habitat along the creek and the creation of a buffer from non-compatible uses.
- Allow for uses to include picnic areas, multi-purpose turf areas, walkways, and landscaping within the active park area
- Provide a multi-use bicycle/pedestrian path that connects 54th Street to University Avenue and 58th Street through Chollas Creek Park.

El Cerrito Heights

As its name describes, El Cerrito Heights is a hilly neighborhood. El Cerrito Heights is a predominantly single-family homes neighborhood with some multifamily development off the commercial corridors of El Cajon Boulevard and University Avenue. The 54th street corridor contains a substantial acreage of schools with Jackson Elementary, Mann Middle School, and Crawford Senior High School. There is a Jewish Community Center with recreational and meeting facilities, and a convalescent home. A small hospital, Villa View, is located on a knoll overlooking University Avenue and 54th Street.

Rolando

The rolling hills of Rolando began to develop in the 1930s, as evidenced by the style of the custom single-family homes and the "acorn" style post-top streetlights. The grid street pattern south of the strip commercial development along El Cajon Boulevard gives way to a curvilinear pattern in the hilly southern portions of the neighborhood. While predominantly single-family, some pockets of multifamily development are found adjacent to El Cajon Boulevard. San Diego State University strongly influences commercial uses in this area.

Rolando Park

Rolando Park is one of the more recently developed neighborhoods of Mid-City, beginning development in the 1950s with predominantly tract housing. Rolando Park shares Rolando's hilly environment and the commercial services along University Avenue. Open space hillsides largely separate University Avenue from the single-family homes, with only a small pocket of multifamily development along College Avenue.

Darnall, Oak Park and Webster

These neighborhoods are of recent development in predominantly single-family homes, but also include some large multifamily complexes and a mobile home park in both Oak Park and Webster. Scattered commercial development is found along University Avenue, College Avenue, 54th Street, Euclid Avenue, and Federal Boulevard. Oak Park is home to Chollas Lake Park, with plans in the works for significant expansion as a resource-based park.

The area of Streamview Drive, located in a canyon which is the boundary between Darnall and Oak Park, is currently the subject of a revitalization study.

Eastern Area Issues

- Most schools are overcrowded, some seriously.
- Commercial revitalization is needed, in the area surrounding 54th Street and Federal Boulevard, and the Marketplace at the Grove regional center on College Avenue.
- Residential deterioration is spreading.
- Traffic, parking, and structural deterioration along Streamview Drive need to be addressed.

Figure 12

Eastern Area Vision Map

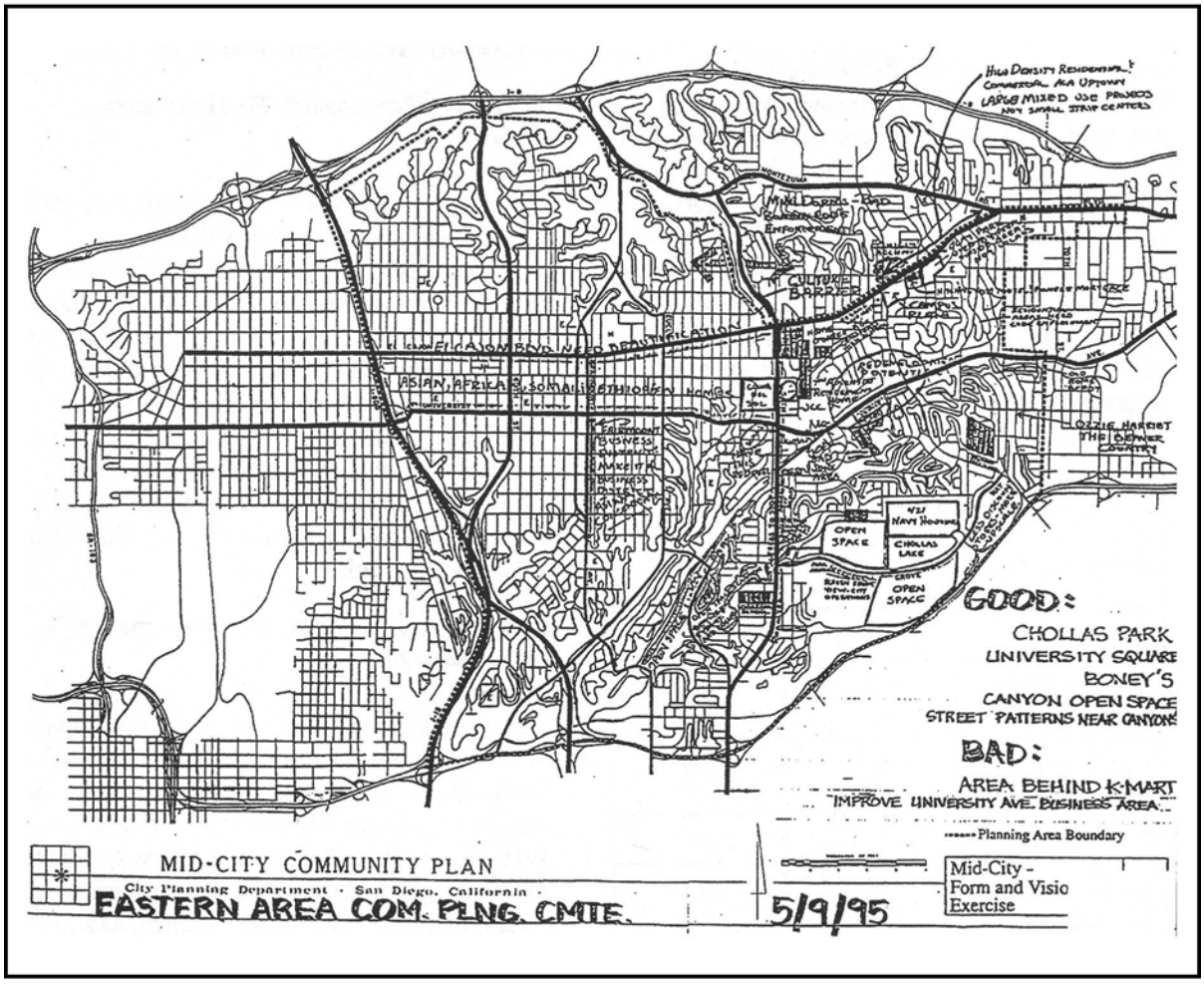
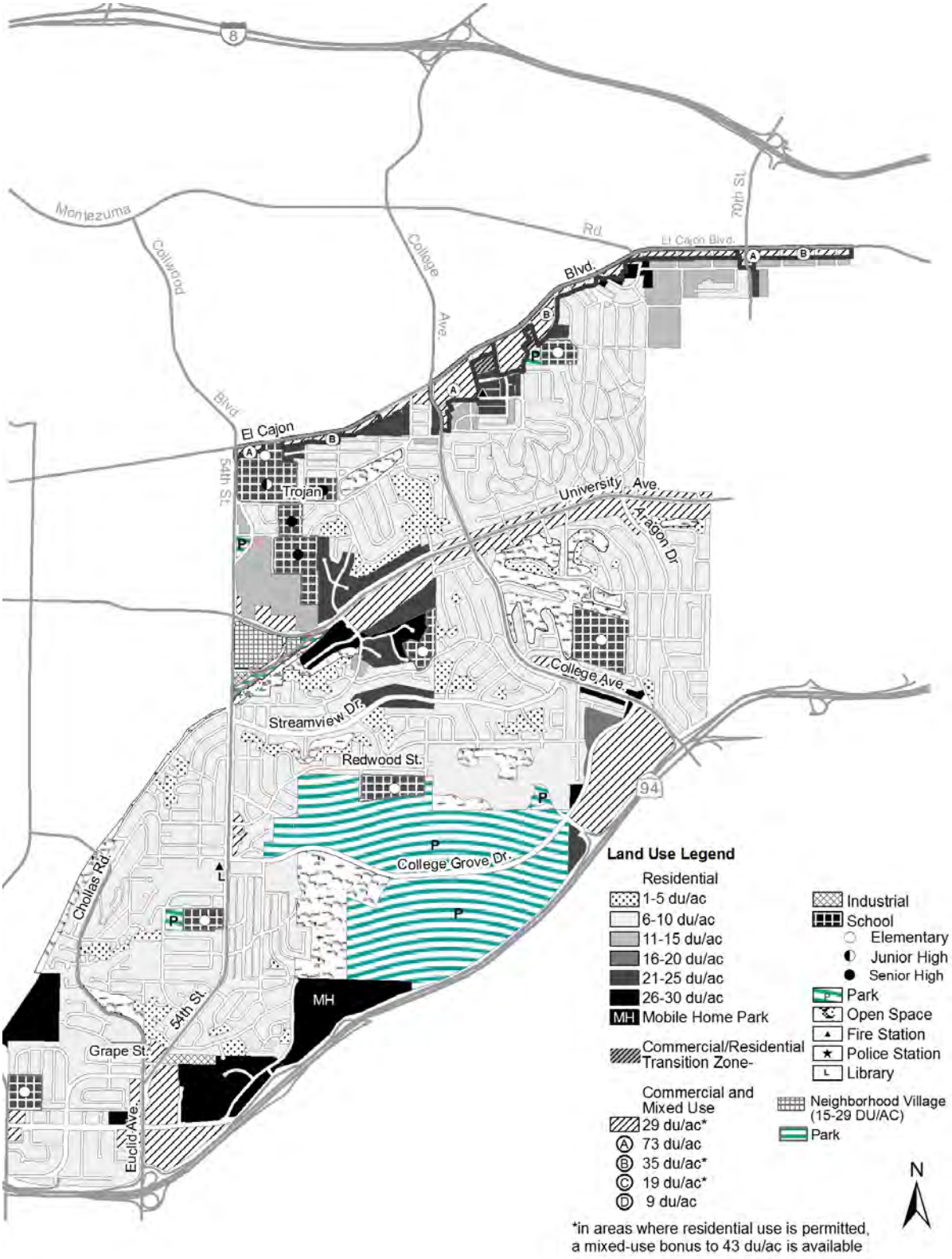


FIGURE 13
EASTERN AREA COMMUNITY PLAN MAP



IV-B NATURAL AND CULTURAL RESOURCES ELEMENT

Although considered an urban environment, the Greater Mid-City area has many natural features that contribute to the quality of the area. These include open space resources such as canyons and floodplains, as well as historic and prehistoric resources. Visual resources too, contribute to the urban environment including panoramic views of San Diego's mountains and coastline. Preservation of the quality of the environment is important to residents of the area as is respecting geological constraints associated with the natural environment.

Geotechnical Conditions

Environmental Quality

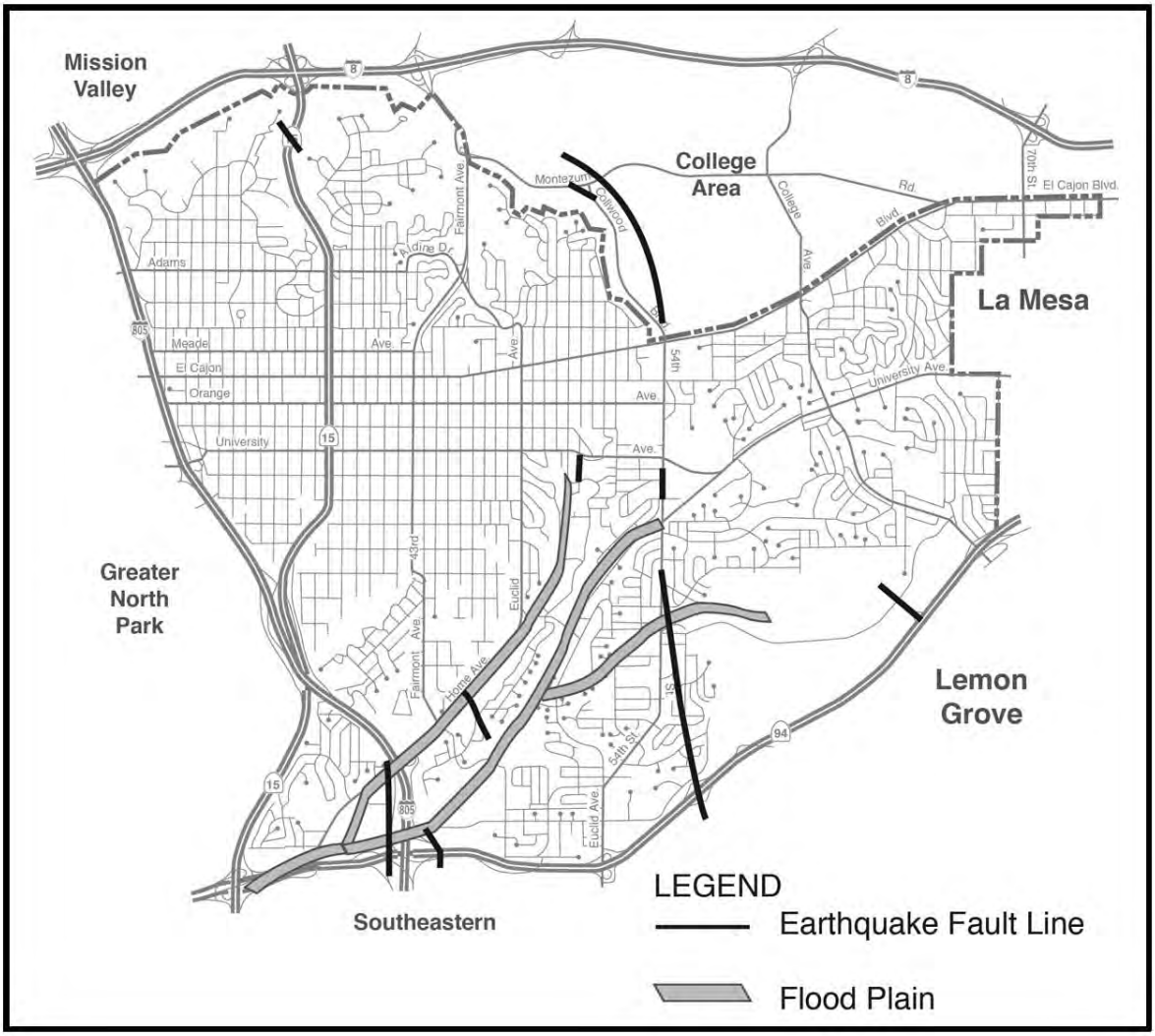
Open Space

Visual Resources

Cultural Resources

GEOTECHNICAL CONDITIONS

Although urbanized, the Greater Mid-City area possesses geotechnical conditions which represent potential safety hazards. These include expansive soils and areas of potential liquefaction and landslide. In addition, the La Nacion and lesser faults exist in the community and represent a potential geotechnical hazard in the event of earthquake.



Vision: Development which avoids or mitigates potential geotechnical hazards.

FAULTS AND LIQUEFACTION

Goals

- Consider the use of fault areas as linear open space areas or linkages to open space resources.
- Minimize development in areas prone to liquefaction. Ensure adequate building measures when development of liquefaction areas is unavoidable.

Recommendations

- Provide an adequate building setback from all known faults.
- Utilize development controls, dedications and easements to minimize potential earthquake hazards to private property.
- Utilize appropriate building techniques and site planning in areas of known geotechnical hazard.

SOIL STRUCTURE, LANDSLIDES, SHRINK AND SWELL CHARACTERISTICS

Goal

Avoid building construction in areas with inadequate soil conditions.

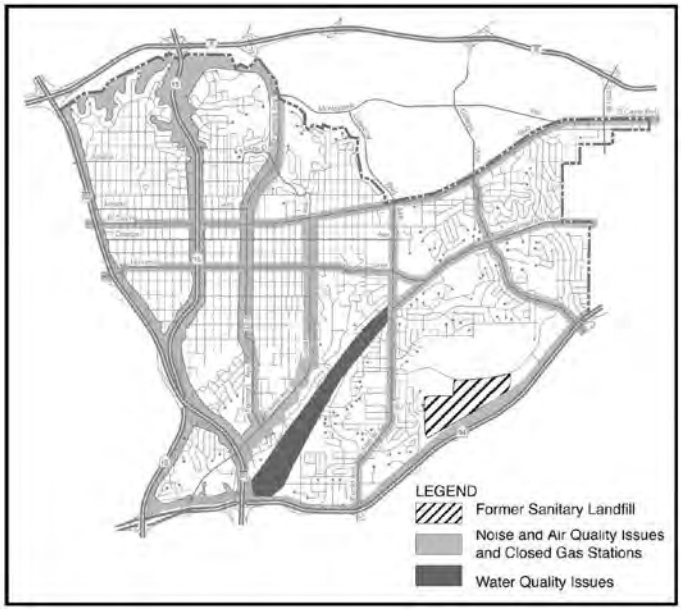
Recommendations

Utilize appropriate building techniques in areas of known geotechnical hazard.

Cluster building construction in areas not affected by geotechnical hazard conditions.

ENVIRONMENTAL QUALITY

Myriad issues affect the environmental quality of the Greater Mid-City area. Biological resources, air, and water quality are threatened by development and motorized vehicle emissions. Former sanitary landfills and closed service stations in Mid-City can bring hazardous materials in close proximity to residents.



Vision: A community where natural resources are preserved and development contributes to the environmental quality of the area.

BIOLOGICAL RESOURCES

Goals

- Protect canyon, hillside, and creek-side natural wildlife habitats from urban encroachment and conflicting uses.
- Improve and enhance riparian habitat in Chollas Creek (City Heights and Eastern Area).

Recommendations

- Apply the appropriate development restrictions to riparian areas along Chollas Creek.
- Prepare and implement a master plan for the enhancement of Chollas Creek which protects natural wildlife and riparian habitat.
- Form “Friends of Mid-City Canyons” to focus funding and effort toward the maintenance and enhancement of Chollas Creek, and the area’s natural canyons.
- Apply appropriate zoning restrictions to all steep slopes in Mid-City to ensure that sensitive slopes and natural habitats are protected from erosion and other impacts of urban encroachment.

AIR QUALITY

Goal

- Improve air quality throughout Mid-City through local monitoring, awareness and the promotion of non-polluting forms of transportation.

Recommendations

- Utilize public relations techniques and physical improvements to promote non-polluting pedestrian access and bicycling as primary intra-community modes of transportation.
- Pursue the expansion of trolley service both north-south and east-west to link the community to regional employment opportunities, as well as to link the community internally to provide less-polluting mass transportation options.

WATER QUALITY

Goal

Improve and enhance riparian habitat in Chollas Creek as a means of improving water quality.

Recommendations

Form "Friends of Mid-City Canyons" to focus funding and effort toward the maintenance and enhancement of Chollas Creek.

Encourage use of reclaimed water for landscaping and encourage low water demand landscaping.

HAZARDOUS MATERIALS AND SOIL QUALITY

Goal

- Clean up former landfill areas for public use.

Recommendations

- Utilize grants, bonds or other public funding to clean-up "brownfields" and landfill areas and convert them to an appropriate use.
- Encourage use of reclaimed water for landscaping and encourage low water demand landscaping.
- Continue to provide locations for the safe disposal of hazardous materials within the community, using the fire stations as a possible resource for such facilities.
- Alternatives for the timely reclamation and reuse of the Chollas landfill should be identified.

NOISE

Goal

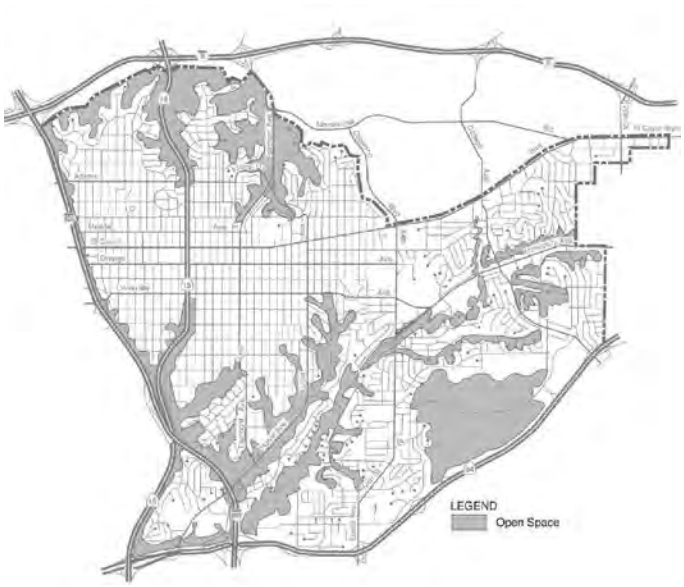
- Maintain adequate sound levels in residential neighborhoods.

Recommendations

- Mitigate sound pollution conditions created along major transportation corridors and certain businesses.
- Encourage the use of “noise masking” techniques when appropriate.

OPEN SPACE

With close to 6,000 acres, the central and western portions of the Mid-City Community occupy a relatively level, developed mesa bisected by a series of canyons, particularly along Chollas Creek and the southern rim of Mission Valley. Together with parks, trails and publicly owned lands, these canyons represent an open space resource for the community. The Eastern Area is urbanized on rolling hillsides, where large lot development enjoys its private views and open space, but where few interconnected open space areas exist.



Vision: An integrated open space system of linked natural canyons, creeks, parks, trails and joint use areas.

LAND FORM – CANYONS AND CREEKS

Goals

- Permanently link and preserve all canyons, slopes and floodways, designated as such in this Plan, as open space.
- Develop passive recreational space in undeveloped canyons, where the natural integrity of the canyon can be preserved.
- Preserve sensitive hillside areas.
- Preserve areas of native vegetation.

Chollas Creek

- Preserve and enhance Chollas Creek as a linear open space system to provide passive recreational opportunities, visual relief and biological habitat preservation.
- Where acquisition of Chollas Creek is not feasible, explore other means of preservation such as open space easements, development restrictions and other means.
- Implement the Chollas Creek Enhancement Program for the enhancement of Chollas Creek as a passive linear park.

Recommendations

- Preserve sensitive slopes, canyons, floodways and other areas designated as open space through acquisition, zoning, resource regulation or other available methods.
- Within areas zoned for single-family development and designated for open space preservation, limit further subdivisions and development to one dwelling unit per lot.
- When development occurs, obtain open space easements in privately owned canyon areas.
- Form "Friends of Mid-City Canyons" to focus funding and effort toward the preservation and maintenance of open space areas.
- Vacate Chollas Parkway to allow for the restoration and expansion of riparian habitat adjacent to Chollas Creek.

PARKS AND OPEN SPACE

Goals

- Protect biological, visual, and topographic resources.
- Ensure the preservation of an open space system through appropriate designation and protection.
- Give highest priority to the acquisition of open spaces susceptible to development.
- Provide access to usable public open space systems in order to increase passive recreational opportunities.

Recommendations

- Paper streets or paper alleys should not be vacated if they are located in an open space canyon and the retention of undeveloped paper streets or alleys would assist in the preservation of the area as open space.
- Utilize easements, street vacations or irrevocable offer of dedications, and appropriate open space zoning to maintain and enlarge parks and open space.
- Vacate Chollas Parkway to allow for the development of active and passive park uses. Locate active park uses within the northern section of the existing right-of-way.
- Revise and prioritize the City's open space acquisition list, assigning highest priority to acquisition of the Chollas Creek open space system and other systems susceptible to development.
- Property acquired by the City for open space preservation should be officially dedicated for that purpose.
- Create a system of linkages between Mid-City parks and open space.

TRAILS

Goals

- Provide limited non-vehicular access to open space areas within the community.
- Enhance links between park and open space areas within and outside the community.

Recommendations

- Limit trails within open space areas to those that provide designated linkages. Trails should be located to minimize impacts to sensitive slopes and vegetation. Security, fire risk, and maintenance should also be considered in the location of trails.
- Due to their environmental sensitivity and steepness, public access should be restricted along hillsides facing Mission Valley and within Kensington-Talmadge.
- Identify design concepts, routes, and funding for the development and maintenance of a non-vehicular trail system.
- Identify and improve key streets that link open space resources and community facilities.
- A ranger program should be established to ensure compliance with established park and open space policies.
- Develop a trail adjacent to Chollas Parkway that further connects the open space system.

JOINT USE AREAS

Goal

- Provide recreational facilities open to the community on all government owned lands (refer to **Public Facilities and Services Element** and **Urban Design Element**).

Recommendations

- Joint use agreements between the City of San Diego and San Diego Unified School District should be adopted to make all public school sites available for recreational use and open space support.
- The City of San Diego should work with other governmental agencies to access possible use of other agency facilities for open space support.

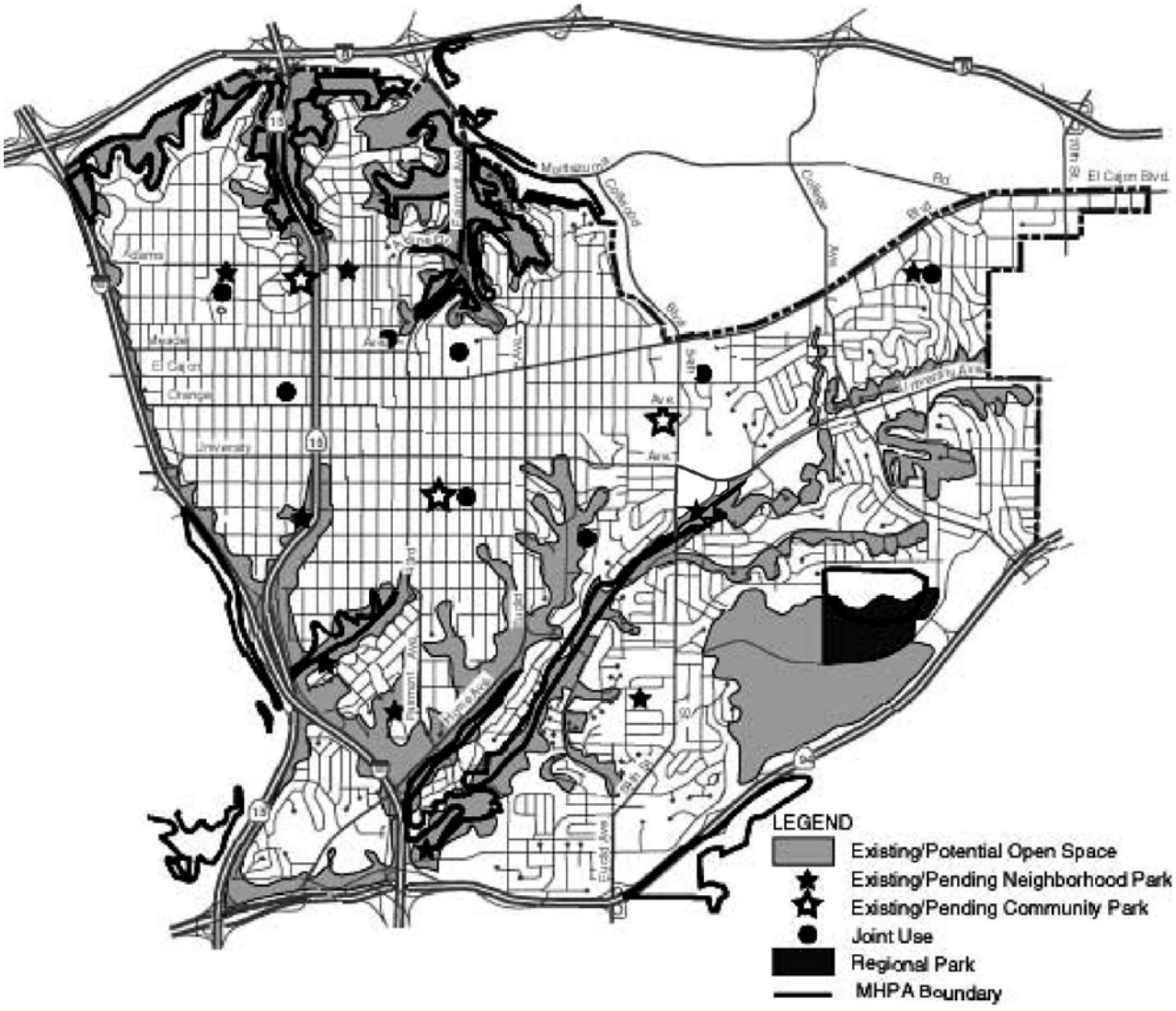
OPEN SPACE DESIGN AND DEVELOPMENT GUIDELINES

While some of the open space described in the Public Domain section of this element has been acquired for preservation or has an open space easement placed on it, a significant portion remains under private control. These areas are typically the lower portions of hillside lots with a single-family dwelling on the upper portion of the lot, although some vacant lots still remain. The potential exists in some areas for additional development to disturb this open space.

Recommendations

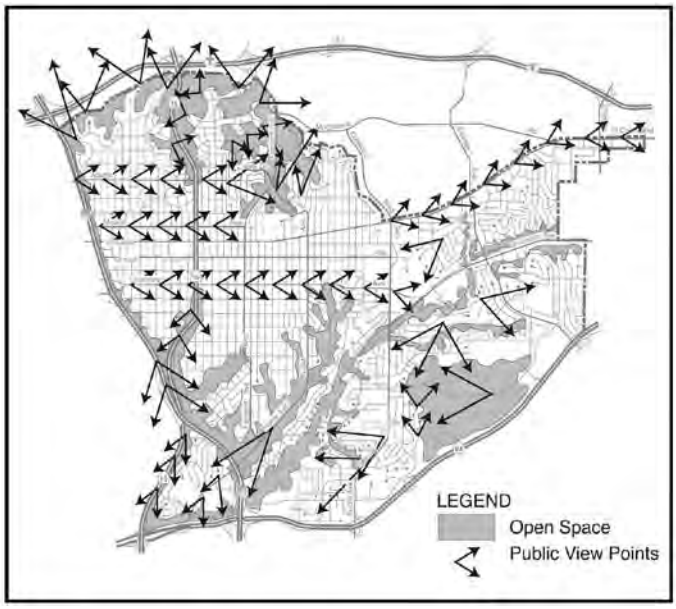
- Within residentially designated areas, apply open space zones (ten-acre minimum) to all properties containing slopes of 25 percent or greater.
- A maximum of one dwelling unit per lot should be permitted.
- Establish building setback and landscaping requirements for properties along the edge of designated open space hillsides. Such a restriction would protect slopes from erosion and intrusive vegetation, and would protect buildings from fire hazard and slide damage. Public views from upland and lowland areas would also be preserved and enhanced.
- Development within or adjacent to a designated Multiple Habitat Planning Area should be consistent with the policies and guidelines for development found in the Multiple Species Conservation Program Subarea Plan.

FIGURE 14. OPEN SPACE AND PARKS



VISUAL RESOURCES

Several streets and other public areas offer framed public views of panoramic aesthetic features such as open space areas or significant architecture. In addition, many of the streets on the Mid-City mesa top afford panoramic views of the mountains to the east and the bay and coastline to the west and south.



Vision: Development that preserves and enhances significant views within and outside the greater Mid-City area.

VIEWS

Goals

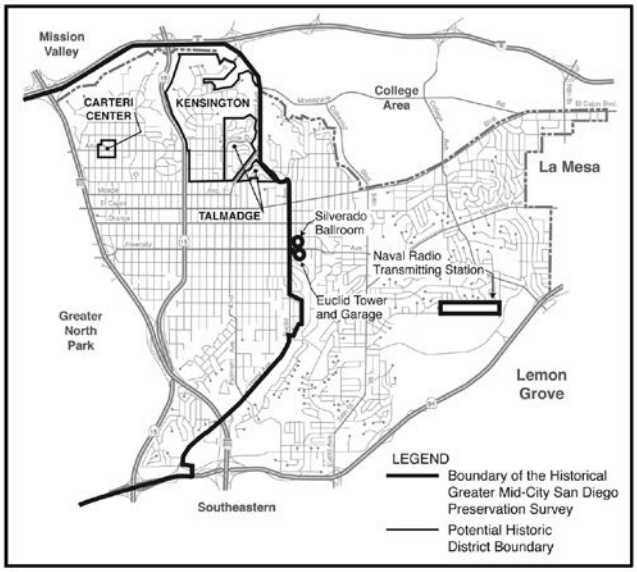
- Ensure that new development preserves and enhances framed public views of existing aesthetic resources such as parks and community landmarks.
- Preserve and enhance panoramic public views of the bay, open spaces, and mountains from street rights-of-way and other public areas.

Recommendations

- Review development proposals to protect and preserve significant framed and panoramic public views within the community.
- Undertake a study to identify key sites with significant panoramic public views for potential acquisition as public viewing areas.
- Preserve and enhance privately owned local landmarks offering framed views from public vantage points.
- Work with the City to identify sites with significant panoramic public views for potential public acquisition.
- Continue undergrounding utilities on view corridors.

CULTURAL RESOURCES

Evidence of prehistoric occupation exists within Mid-City, primarily within or adjacent to Chollas Creek. In addition, there are several historic structures and districts which are eligible for historic designation, including the Carteri Center Historic District in Normal Heights, the Kensington & Talmadge Historic District in Kensington, and the Egyptian Revival Euclid Tower, Garage, and Silverado Ballroom in City Heights. In addition, the Chollas Heights Navy housing project in the Eastern Area includes a museum and historic district with structures from a 1917 era Naval Radio Transmitting Station. Numerous other structures remain from the first half of the 20th Century which, although they do not qualify for historic designation, contribute to the character of Mid-City's neighborhoods.



Vision: A community where prehistoric and historic resources are celebrated, preserved, and enhanced.

ARCHAEOLOGIC AND PALEONTOLOGIC RESOURCES

Goal

- Preserve areas of Mid-City possessing significant archaeologic and paleontologic interest.

Recommendation

- Identify and preserve significant prehistoric sites through zoning, development review or other regulatory means.

HISTORIC SITES AND DISTRICTS

Goals

- Preserve and upgrade all land and structures having significant historical interest.
- Preserve and enhance historic resources by means of acquisition, easements, agreements, assessment districts or other means.
- Preserve and enhance areas identified as historic districts.
- Encourage the retention and enhancement of non-historic structures which contribute to the character of Mid-City.

Recommendations

- Encourage the preservation of historic structures through identification, designation, tax relief, tax breaks and other neighborhood physical improvement and financing measures.
- Apply zoning that will act to conserve older areas of Mid-City which, although they are not historic, contain structures contributing to the overall character of the area.
- Expand the Greater Mid-City Historic Oversight Program to encourage and ensure the identification and designation of all eligible historic sites and districts in Mid-City to implement the 1987 Historical Greater Mid-City San Diego Preservation Strategy that surveyed that portion of the Mid-City communities west of Euclid Avenue and Home Avenue.
- Private owners of historic structures and those with property in historic districts are responsible for maintaining and enhancing their structures, in partnership with the community and the City.
- Economic incentives such as the Mills Act tax incentive should be identified and developed to assist property owners to maintain historic properties.
- Coordinate the continued evaluation and designation of historic resources within Mid-City.

IV-C URBAN DESIGN ELEMENT

Mid-City has an outstanding urban design character with its remaining natural canyons; public views to Mission Valley, downtown, and San Diego Bay; and its walkable neighborhoods; all within easy walking distance to a school or shopping area. Urban design should strive to maintain and provide much needed awareness and enhancement to these community features.

Open Space and Parks

The Great Streets of Mid-City

Gateways and Crossroads

Other Neighborhood Links

Civic Spaces and Buildings

Traffic Calming for Neighborhood Streets

BACKGROUND

The western neighborhoods of Mid-City are located on a large central mesa indented by a number of inner City canyons and small creeks. Growing out of the central business district and facilitated by the introduction of streetcar service, these neighborhoods developed during the first half of the century. The varied topography and changing real estate market of the post war years are reflected in the curvilinear street system, cul-de-sacs, and auto-oriented shopping centers of the neighborhoods generally east of Euclid Avenue and south of Home Avenue and I-805.

The character of Mid-City has also been significantly affected by the construction of a number of freeways that crisscross the central mesa, isolating many Mid-City neighborhoods.

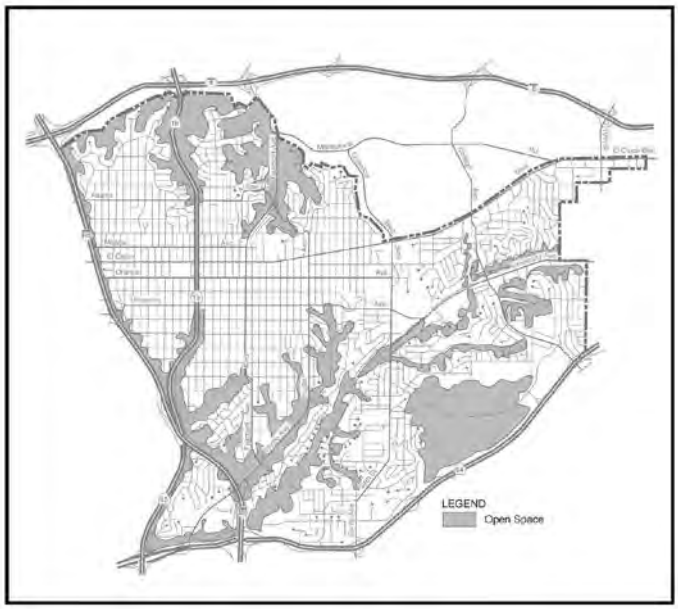
Mid-City's 132,466 residents live in 24 neighborhoods of distinctive character and amenities. Over the last several decades of rapid suburbanization, Mid-City, like other urbanized areas, has not enjoyed sustained public investment in infrastructure. Sustained efforts on the part of the City Council to reinvest in urban San Diego need to be strengthened to overcome the existing deficiencies and once again make Mid-City a most desirable community in which to live and invest.

Vision: A community that is more desirable than suburbia as a place to be in, raise families, invest, work, and do business.

This **Urban Design Element** addresses the public realm—the area that is owned in common by the citizens. Such lands are commonly administered by government or other public agencies. The public domain includes open space, parks, public buildings, joint use properties, streets and any other property or facility owned or controlled by a public agency. The guidelines that follow are intended to be implemented through public projects.

OPEN SPACE AND PARKS

Mid-City is bounded to the north by steep hillsides that rim Mission Valley. A coastal plain, extending from the San Diego Bayfront foothills, it rises slowly and extends inland several miles. This coastal plain is indented by smaller canyons and a large creek which once upon a time linked the Mid-City plains to San Diego Bay itself. The Open Space section of the Natural and Cultural Resources Element includes City-owned hillsides, wetlands and regional resource based park areas.



Vision: An interconnected system of improved parks and natural hillsides, canyons and wetlands.

Hillsides and canyons help to define the form of the Mid-City communities. Even after a century of development and urbanization, much of the original landform is identifiable. Particularly significant hillside and canyon areas include those slopes framing the southern face of Mission Valley, Talmadge Canyon, Fairmount Canyon, Chollas Creek and a number of smaller Mid-City canyons such as Manzanita, Swan, Hollywood and other canyons.

Goal

- To recognize and enhance the influence these significant landforms have on urban form and function.

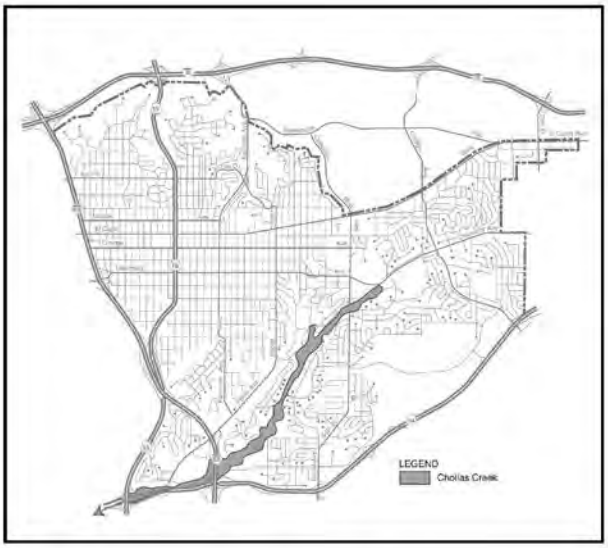
Recommendations

- Revegetate natural hillsides with native or naturalized plant material according to the performance standards found in the Landscape Technical Manual.
- Develop nature trails and interpretive programs that all residents, young and old, can use and refer to as they walk and enjoy the trails.
- Develop small view areas along the rim, where people can sit and enjoy the native landscape and take advantage of the excellent panoramic and framed views.

- Design open space signage and safety fencing in a manner that is visually compatible with, and enhances, the surrounding environment.
- Restrict street closures in areas designated for open space preservation. All public rights-of-way should be maintained under public control.
- All publicly owned open space shall be managed by an open space district which will provide natural habitat management, weed and trash abatement, and safety patrols.

Chollas Creek

Chollas Creek is a seasonal waterway that crosses the Eastern and City Heights communities, flowing diagonally from northeast to southwest. The creek continues through the neighborhoods of Southeast San Diego, finally reaching the San Diego Bay at the 32nd Street Naval Station. Much of the land bordering the creek is undeveloped and unused, due to intermittent flooding.



Goal

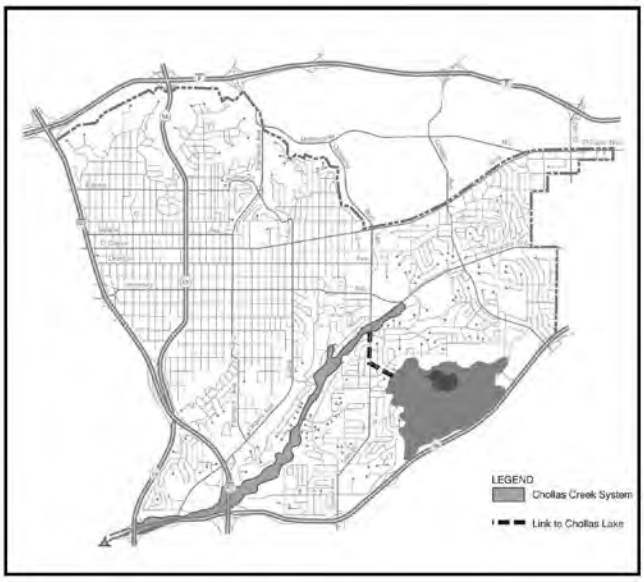
- To preserve and enhance Chollas Creek, making it accessible, while maintaining and rehabilitating its habitat values.

Recommendations

- Revegetate the wetland areas with native wetland habitat. (see **Appendix C**)
- Provide soil erosion and flood protection in a manner sensitive to the park's habitat values, using natural materials that blend with the surrounding environment.
- Provide a pedestrian and bicycle linkage from Chollas Park to the Mid-City athletic area and other parks via the Chollas Creek canyon.
- More intensive uses within the Chollas Creek canyon, if recommended through a Chollas Creek Master Planning process, should strive to maintain the natural character and quality of the canyon and limit points of access.
- Properties along the rim of the park should provide setbacks with landscaping materials consistent with the wetland habitat and ambiance.
- Incorporate publicly owned properties adjacent to Chollas Creek into an open space/park maintenance district.
- Fully improve the Mid-City Athletic Area with soccer and baseball fields.

Chollas Lake Park

The Chollas Lake Park is a resource-based park which includes Chollas Community Park, the Chollas Reservoir and its attendant land, some of which is part of an old abandoned dump which has been capped, and provides an excellent opportunity for park development. Although identified as a resource-based park, the area is not a pristine natural environment, and lends itself to development as a traditional large urban park.



Goal

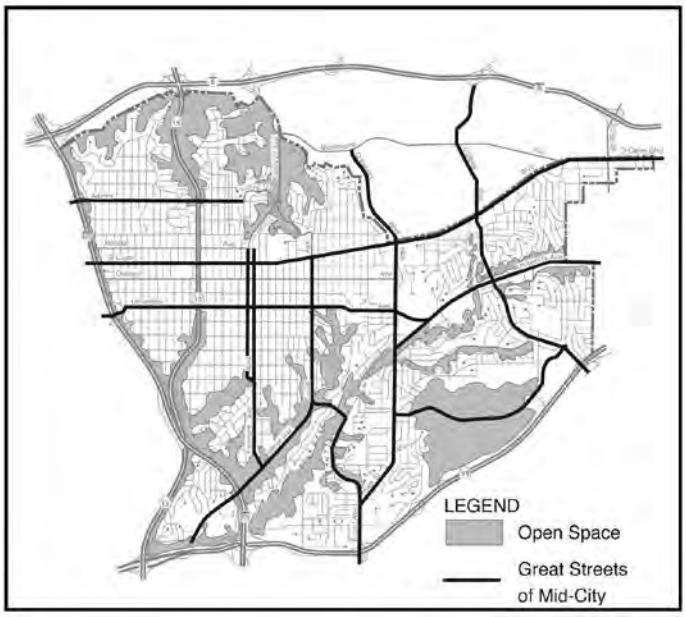
- To develop an urban resource-based park for Mid-City to service the area's 132,466 population and complement Balboa Park.

Recommendations

- Develop the North Chollas Canyon area as per the North Chollas Park Plan.
- Pursue relocation of the City's Chollas Operations Station.
- Develop large sports field areas south of Chollas Lake to support the active population of Mid-City. Sports fields should accommodate a variety of games popular with the various ethnic groups of Mid-City.
- The South Chollas Park could also include an ethnic and artistic village area similar to Balboa Park's Spanish Village. This anchor of cultural activity would complement the 54th Street Cultural Center and tie in 54th Street and College Grove Drive as an important cultural and recreational nucleus of the Mid-City Community.
- Fences and gates where necessary should be provided in a manner that enhances and frames the park setting, not detract from it.
- Chollas Lake Park should be incorporated into the open space/parks maintenance district.
- Develop a park-use work program and elicit the services of artists to develop the park as a showcase for the Mid-City communities.

THE GREAT STREETS OF MID-CITY

The flatter mesa of Mid-City west of Euclid Avenue has been developed in a grid pattern, bisected from north to south by freeways set below the elevation of the mesa in natural and man made canyons. East of Euclid Avenue, a curvilinear street pattern reflecting the varied topography of this area predominates. Both the central mesa and rolling eastern area are bisected east to west by major streets that, in the first half of the 1900s, served as the major transportation corridors between the center city and its suburban and rural settlements to the east.



Vision: Reestablish Mid-City's major streets as great boulevards where vehicular circulation complements, rather than dominates, other activities such as strolling, shopping, living and working.

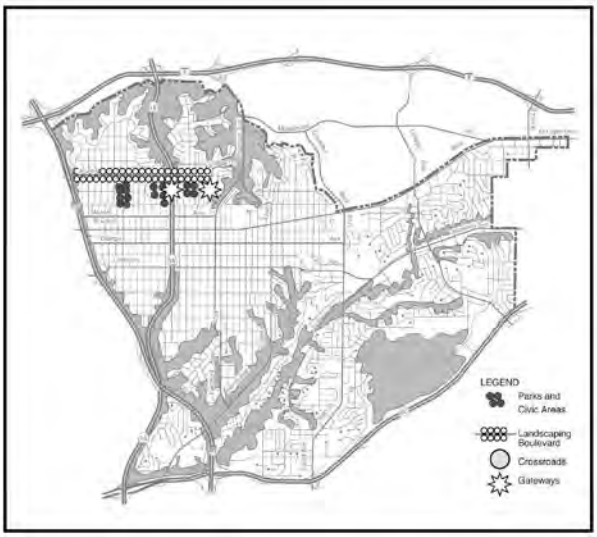
Recommendations

- Encourage the planting and maintenance of street trees and landscaped medians.
- Encourage patterned crosswalks at intersections to reduce vehicle speeds.
- Repair and improve sidewalks including pop-outs at selected intersections.
- Provide adequate lighting for vehicles and pedestrians. Pedestrian-oriented acorn lights should be provided in very active pedestrian areas. Mid-block lighting programs should be expanded.
- Enhance freeway ramps as gateways to the community. Their design and landscaping should reflect their significance. Sponsor art competitions to design and improve at least one freeway interchange per year.
- Provide increased parking where demand is high by re-orienting streets for diagonal parking.
- Institute traffic calming improvements to establish a more efficient vehicular and pedestrian transportation system and more livable neighborhoods.

The following streets are identified as The Great Streets of Mid-City and, as such, their design should reflect their significance:

Adams Avenue

Significant development along this trolley route began in the 1920s, forming the core of Normal Heights and Kensington. While there are a variety of businesses, most establishments offer neighborhood serving goods and services, along with a concentration of antique dealers. The Adams Avenue Business Improvement Association now includes the Kensington area to help it continue to pursue streetscape improvements, promotional efforts, and other programs.



Goal

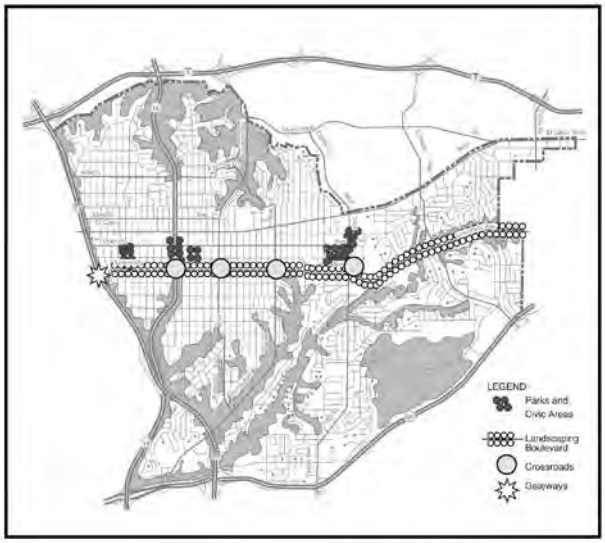
- To reinforce and enhance the historic, pedestrian-oriented urban village accommodating commerce, cottage industry and higher-density residential uses.

Recommendations

- Continue with public streetscape improvements, including street trees, historic pedestrian street lamps, sidewalk repairs and enhancement, bus shelters, and other appropriate street furniture.
- Commercial expansion should attempt to use existing structures or their historic character.
- Provide parking to the rear of businesses. In Normal Heights, parking may be located across the abutting alleys.
- Encourage lower scale, two- to three-story mixed-use development with residential units over retail.
- Expand parks and provide public plazas.
- Maintain or increase the width of sidewalks.
- Maintain on-street parking for the convenience of shoppers and the protection and comfort of pedestrians.

University Avenue

University Avenue is an older commercial strip that developed along the trolley route that serviced it prior to 1950. The street today continues to be the hub of community commercial activity, with commercial storefronts throughout its length. A business improvement district has been formed and, in collaboration with other community organizations, has successfully sought public improvements to University Avenue.



Within the Eastern Area, University Avenue fronts Chollas Triangle, an approximately 36-acre site bounded by 54th Street to the west, Chollas Creek to the south and east, and University Avenue to the north.

Goal

- To create a pedestrian-oriented urban village accommodating commerce, cottage industry and higher-density residential uses.

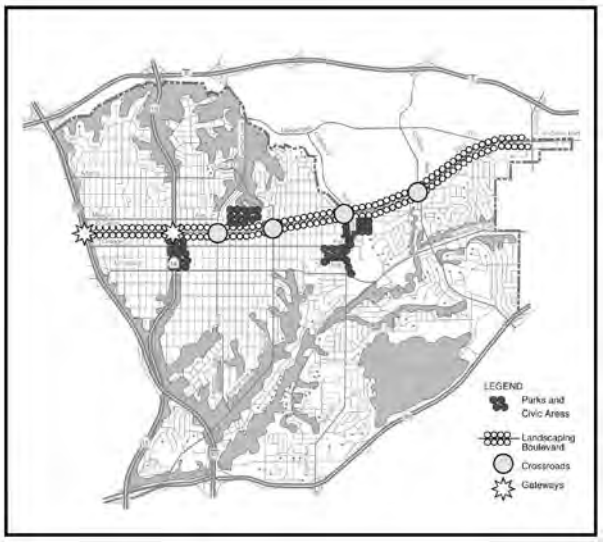
Recommendations

- Design the street to reinforce a strong commercial corridor and its multi-cultural character.
- Provide improved traffic circulation and angle parking. Provide parallel parking along the Chollas Triangle frontage between 54th and 58th streets.
- Restore the historic trolley from downtown San Diego to the Euclid Tower.
- Improve the pedestrian experience with street trees, attractive bus stops, and specially designed directional signage.
- Pave alleys and develop mini-parks or urban plazas as settings for seating, eating, and people watching.
- Enhance building facades consistent with the historic and ethnic character of the area. Uniform signage and setbacks should be promoted.
- New development should be compatible with the historic ethnic character of the neighborhood.
- Buildings west of 54th Street should not exceed three stories and should conform to pre-determined colors and materials.

- Buildings east of 54th Street should not exceed two stories, except for buildings located within the Chollas Triangle frontage between 54th and 58th streets, where buildings should not exceed five stories.
- Encourage new development to provide plazas and public seating areas at major intersections.
- Encourage public acquisition of vacant or under-used land for park or recreation development along the street.
- Encourage public acquisition of Chollas Parkway for park and open space use should the roadway be vacated.
- Locate parking to the rear of buildings off the side streets to reduce curb cuts and traffic conflicts on University Avenue,
- Preserving the street for wider pedestrian sidewalks and/or angled parking.
- Convert vacant lots into parking lots that serve various stores and initiate the formation of a small-scale parking district.

The Boulevard

El Cajon Boulevard is a major regional East/West corridor linking San Diego's central area to La Mesa, El Cajon and other cities to the east. It was the original highway prior to the development of I-8 along Mission Valley in the 1960s.



Goal

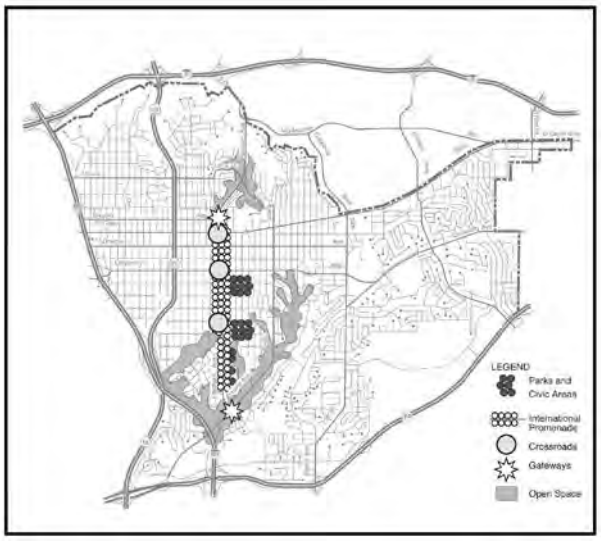
- To create a grand boulevard setting where larger new commercial, light manufacturing, residential and mixed-use development can locate.

Recommendations

- Establish light rail transit service from downtown to San Diego State University.
- Create a strong commercial corridor with regional significance.
- Provide streetscape features to improve vehicular, public transit and the pedestrian experience for public transportation users. Features include street trees, paving patterns, landscape buffer, attractive bus and trolley stops, directional signage, a new neighborhood park, off-street parking.
- Encourage commercial facade improvements focusing on rehabilitating historic facades and improved signage, colors and materials as identified in the Boulevard Revitalization Program.
- Provide street furniture in contemporary styles that complement the character of the boulevard as identified in the Boulevard Revitalization Program.
- Encourage large multi-level buildings that conform to the color and material palette given in the revitalization program.
- Encourage new development to provide public plazas and seating space at major intersections.
- Off-street parking should be confined to the rear of buildings, with access from the side streets to reduce driveway conflicts with Boulevard traffic.
- Convert vacant lots for parking and link them so they may be used by various users.

43rd Street and Fairmount Avenue

The International Promenade is located along the 43rd Street and Fairmount Avenue couplet, which links Mid-City to I-8 and Mission Valley to the north, and Interstate 805 (I-805) and SR-94 to the south. A number of ethnic enterprises have located near this area and it is one of the heaviest pedestrian-use areas in the community. Development opportunities make this area a natural site for the clustering of businesses catering to a regional clientele interested in buying imported products or locally made products and services reflective of the many ethnic groups in the Mid-City communities.



Goal

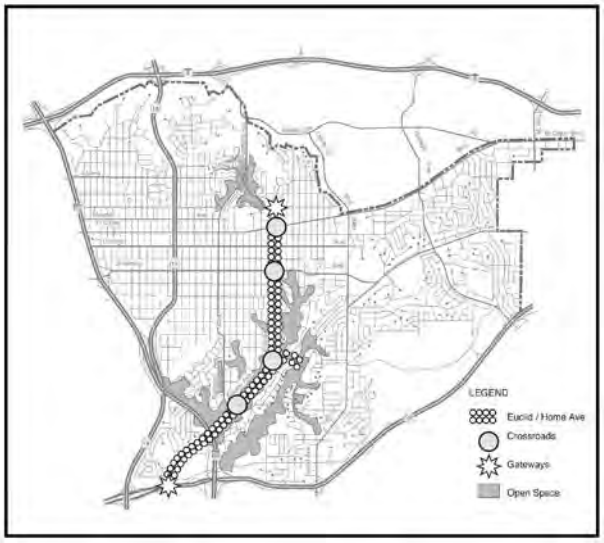
- To provide the setting for the development of an international trade center where ethnically oriented goods and services could be offered to regional markets.

Recommendations

- Encourage the consolidation of ethnically oriented businesses including retail, commercial recreation, restaurants, arts and crafts, imports, services, and light manufacturing of custom made items.
- Encourage mixed-use development, with retail or light manufacturing on the ground floor, services, office development and housing on upper floors.
- Foster pedestrian orientation and smaller scale commercial and light industrial development.
- Encourage building facade designs that include architectural detailing reflective of the various cultures in the community.
- Promote consistent design and function of 43rd Street and Fairmount Avenue. Public improvements, parking layouts, and eventually one-way traffic, should be engineered to encourage pedestrian movement. Encourage wider sidewalks, outdoor eating and sales areas, and banners advertising the area's international and ethnic assets.
- Plant additional street trees to mitigate heat gain resulting from paved surfaces.
- Establish angled parking bays to narrow the street travel way, reduce speed and increase parking capacity for businesses.
- Provide pedestrian-oriented "acorn" streetlights south of Meade Avenue.
- Provide enhanced paving intersections to encourage pedestrian crossings, and discourage vehicle speeding, through greater pavement "friction."
- Provide gateway structures to enhance the International Promenade at its entrances from the north and south.

Euclid Avenue

Euclid Avenue is one of the oldest streets in the community. The terminus of the streetcar service area for many year, it was the boundary between urban and rural San Diego for much of the 1900s.



Goal

- To build on to the existing street scale, a more efficient traffic flow supplemented by walk-in convenience services to surrounding neighborhoods.

Recommendations

- Maintain the mix of small-scale neighborhood commercial and low- to moderate-density residential.
- Do not permit large curb cuts. Instead, encourage no curb cuts or single-loaded one-way curb cuts linking the street with the alley, where most of the parking should be accessed.
- Plant street trees to provide shade and reduce heat island effects.
- Install pedestrian-oriented “acorn” lights to provide pedestrian safety and light up the street.
- Maintain on-street parallel parking.
- Enhance pedestrian crosswalks with patterned pavers to more clearly designate pedestrian movement and street crossings.

Home Avenue

Home Avenue is a wide auto-oriented street linking Euclid and Fairmount to the freeway (SR-94) to the South. Located in the middle of a canyon, the area has limited street frontage with miscellaneous commercial and residential development. A number of inland canyons spring from the street.

Goal

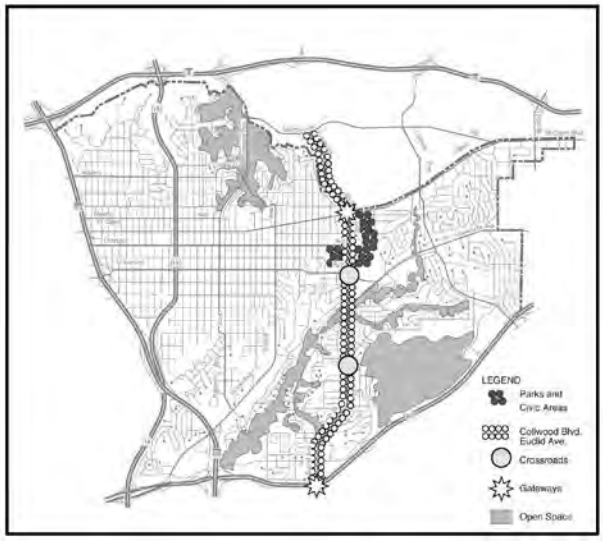
- To provide an auto-oriented community commercial area set in a canyon.

Recommendations

- Maintain the commercial and residential mix in the area. Enhance auto-related commercial uses through perimeter landscaping and walls that buffer such uses from the street.
- Maintain the open residential atmosphere and predominant building height to preserve views of the hilly backdrop to the southeast.
- Enhance the streetscape through sidewalk landscaping and street median landscaping.
- Provide a combination of auto- and pedestrian-oriented lighting.
- Enhance crosswalks with patterned paving at key areas where there is an opportunity to link the east and west side of the streets.
- Establish a gateway at Home Avenue and SR-94 providing an identifiable entrance to Mid-City and the International Promenade district.
- Provide sidewalks where missing.

54th Street/Euclid Avenue

Fifty-fourth (54th) Street passes through three distinct districts between El Cajon Boulevard and SR-94. To the north, a center of cultural and institutional facilities lies between El Cajon Boulevard and University Avenue. Among these are elementary, middle, and senior high schools, the Jewish Community Center, a small hospital and convalescent home, senior housing, and a community park. Between University Avenue and Euclid Avenue, 54th Street traverses Chollas Creek and several stable single-family neighborhoods. Euclid Avenue to SR-94 is characterized by community-serving commercial activity.



Goals

- To foster further development of a civic area between El Cajon Boulevard and University Avenue including cultural, educational, and public health facilities serving the Mid-City population.
- To preserve and enhance single-family development between University Avenue and Euclid Avenue.
- To reinvigorate commercial activity on Euclid Avenue from 54th Street to SR-94.

Recommendations

- Line the street with street trees to encourage walking and reduce heat gain.
- Install pedestrian-oriented acorn lights to enhance the sidewalk and pedestrian environment.
- Enhance paving at crosswalks to encourage pedestrian movement and reduce vehicle speed.
- Erect gateway signs on 54th Street at El Cajon Boulevard and Euclid Avenue at SR-94 identifying the Mid-City communities.

At El Cajon Boulevard and University Avenue

- Educational facilities should be the hub of a major cultural area with theaters, art galleries, with arts and craft shops complimenting the more commercial development a few blocks to the west at 43rd and Fairmount.
- Focus the location of social service facilities such as senior housing and convalescent homes, clinics, doctors' offices and other supportive uses in the area.
- Improve visual access to Colina Del Sol Park, perhaps by grading the slope along 54th Street. This will improve the street environment and enhance security within the park.

At University Avenue to Euclid Avenue

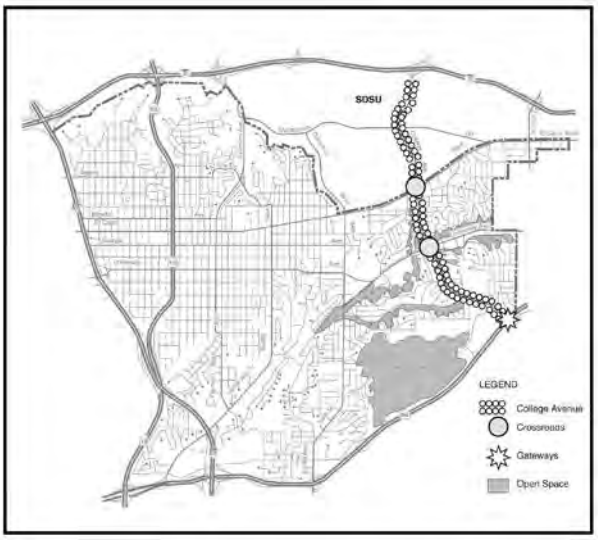
- Improve medians and landscaped buffers to create a boulevard through residential neighborhoods.
- Foster development of a "village center" between Redwood Street and College Grove Drive.
- Provide a pedestrian/bicycle bridge over 54th Street at Chollas Station Road to establish a safe and convenient link between Chollas Lake Park and Chollas Creek.

At University Avenue and 54th Street

- Foster development of a mixed-use neighborhood village center at the Chollas Triangle that could include office, retail, residential, and civic spaces.
- Development within the Triangle should be consistent with the policies and guidelines established as part of the Chollas Triangle Master Plan.

College Avenue

College Avenue provides convenient access between the eastern neighborhoods and I-8 to the north and SR-94 to the south.



Goal

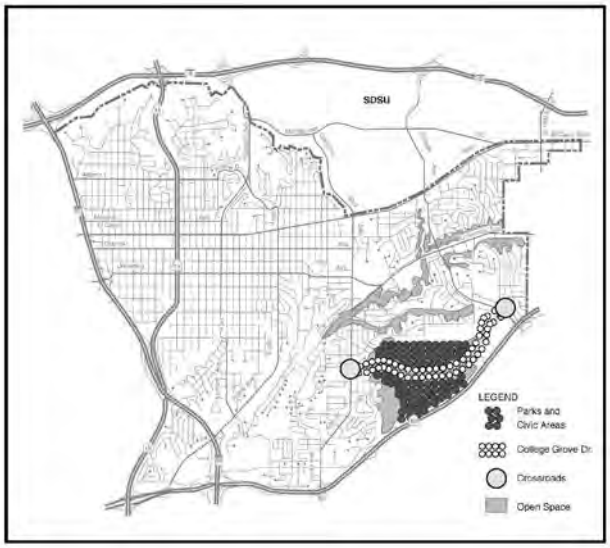
- To enhance the visual character of College Avenue consistent with its significance to community circulation and reinforce the link between Mid-City's eastern neighborhoods and the San Diego State University campus.

Recommendation

- Improve medians and landscaped buffers to create a boulevard through residential neighborhoods.

College Grove Drive

College Grove Drive links College Avenue to 54th Street through the Chollas Reservoir area, a developing regional park. The College Grove shopping center anchors the eastern end of the street at College Avenue. A village center is contemplated at the west on 54th Street. A City of San Diego physical operations facility generates significant large vehicle traffic.



Goal

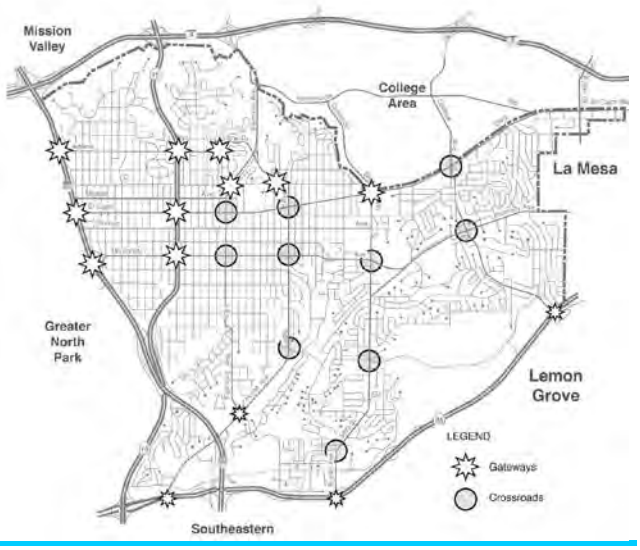
- To develop a quality roadway through a major resource-based park

Recommendations

- Public improvements should be consistent with the College Grove Drive Improvement Plan, incorporating landscaped buffers and island landscaping complementary to that planned for the new Chollas Park area.
- Incorporate a Class I pedestrian-biking promenade under landscaping to provide biking and walking alternatives to an otherwise auto-oriented development area.

GATEWAYS

Community gateways are structures or other improvements designed to establish a sense of place. Gateways can create a welcoming environment and help to establish neighborhood pride. Entry monuments, special landscaping, identification signs, urban plazas or other places that enhance pedestrian movement can be used to establish gateways.



Vision: A community of welcoming features celebrating each urban node and neighborhood.

Goal

- To establish gateways at freeway interchanges.

Recommendations

- Gateways should be established at the following locations:

Freeway Interchanges

I-805 and El Cajon Boulevard	SR-15 at Landis Street
I-805 and University Avenue	SR-94 and Home Avenue
I-805/Fairmount and Home Avenue	SR-94 and Euclid Avenue
I-805 and Madison Avenue	SR-94 and College Avenue
SR-15 and El Cajon Boulevard	SR-94 and 47th Avenue
SR-15 and University Avenue	Van Dyke Avenue and Adams Avenue
SR-15 at Adams Avenue	Aldine Drive and Euclid Avenue

Freeway-related gateways can be designed with landscaping, lighting, and identification signs or monuments.

Streets:

Fairmount Avenue at Meade Avenue	54th Street and El Cajon

Street gateways can be designed with landscaping features, monuments and/or urban places.

CROSSROADS

Crossroads are main street intersections. Crossroad treatments focus on creating urban places designed for pedestrian use. This typically involves establishing larger building setbacks, providing space for a landscaped urban plaza.

Often building design at the corners hugging a crossroads is very important since buildings can create excellent settings and provide a sense of place and landmark that people can use for orientation purposes.

Goal

- To enhance crossroads as important places of pedestrian interchange.

Recommendations

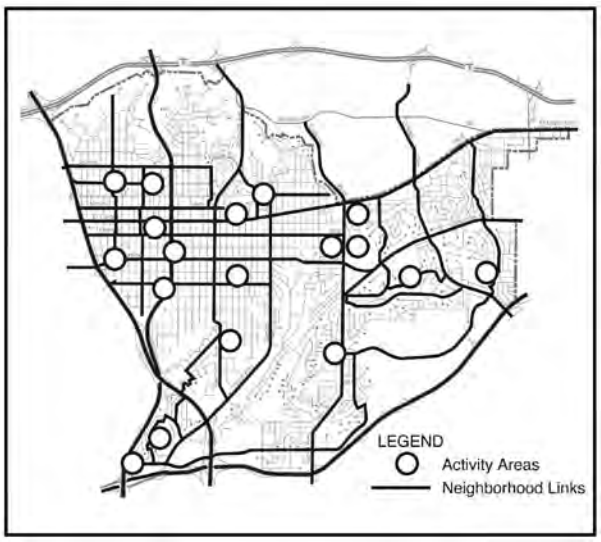
The following locations have been identified as natural "crossroads" locations:

- 43rd Street at El Cajon Boulevard
- 43rd Street at University Avenue
- 43rd Street at Fairmount Avenue
- Fairmount Avenue at El Cajon Boulevard
- Fairmount Avenue at University
- Fairmount Avenue at Poplar Street
- Euclid Avenue at El Cajon Boulevard
- Euclid Avenue at University Avenue
- Euclid Avenue at Home Avenue
- Euclid Avenue at 54th Street
- College Avenue at El Cajon Boulevard
- College Avenue at University Avenue
- College Avenue at College Grove Drive
- 54th Street at University Avenue
- 54th Street at College Grove Drive

- In commercial areas, the first floor of buildings should be carefully set back from intersections to create large public areas at the corner. Restaurants, flower shops, and similar enterprises should be encouraged to help blur the transition between interior and exterior spaces.
- In residential areas, building setbacks at intersections should be maintained to allow for greater visibility. Setbacks should be landscaped.
- Sidewalk pop-outs should be created to give greater space protection to the pedestrian, and reduce the actual vehicular crossing.
- The vehicular intersection should be staked-out with permanent markings such as patterned paving, painted pedestrian crossings, etc.
- Good lighting conditions have to be provided to enhance vehicular and pedestrian visibility.

OTHER NEIGHBORHOOD LINKS

A number of secondary streets provide important links between neighborhood activity areas or neighborhood civic centers. These streets are traditional neighborhood pathways, many well maintained with mature street trees, historic pedestrian lighting, and ceremonial gates that reinforce neighborhood identity. Too often, however, the importance of these neighborhood links has been lost and the streets need major repair and enhancement.

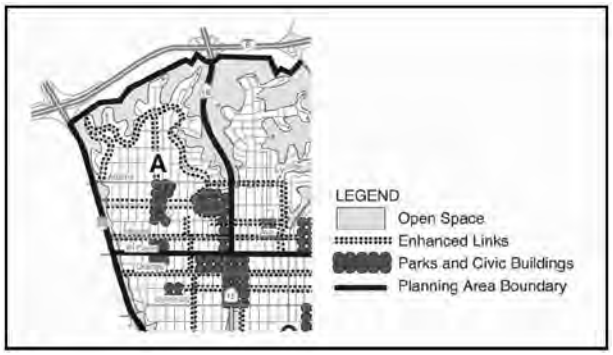


Vision: A system of neighborhood links that promote pride in community by providing a beautiful and healthy setting for both pedestrian and driver.

Recommendations

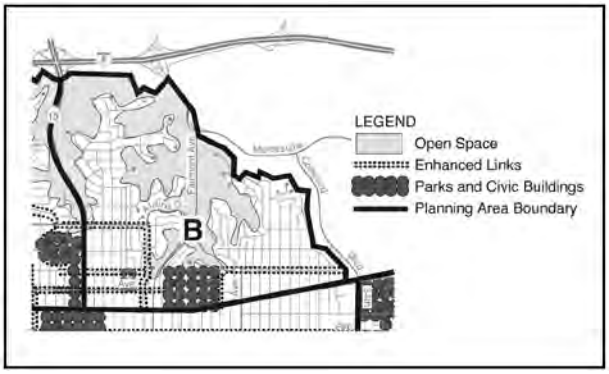
Normal Heights

The following streets should be improved by adding street trees, providing pedestrian-oriented streetlights and enhancing crosswalks at key intersections as shown in the map below.



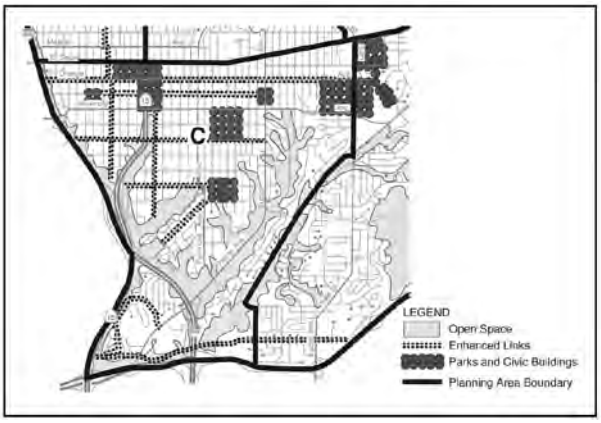
Kensington/Talmadge

The following streets should be improved by adding street trees, providing pedestrian-oriented streetlights and enhancing crosswalks at key intersections as shown in the map below.



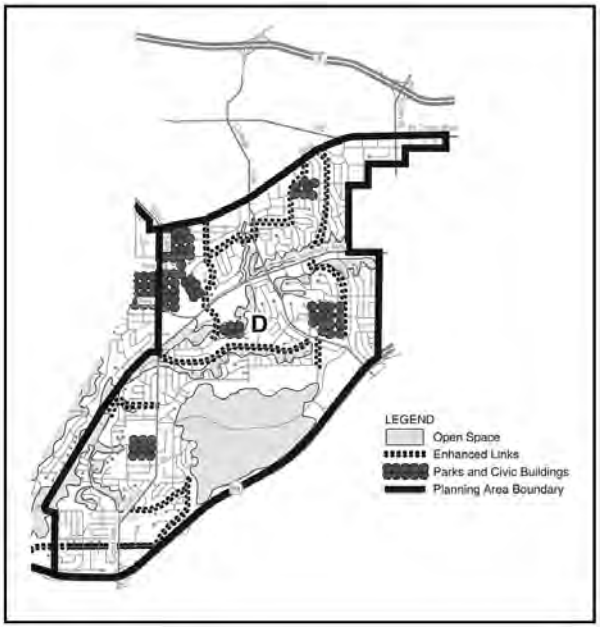
City Heights

The following streets should be improved by adding street trees, providing pedestrian-oriented streetlights and enhancing crosswalks at key intersections as shown in the map below.



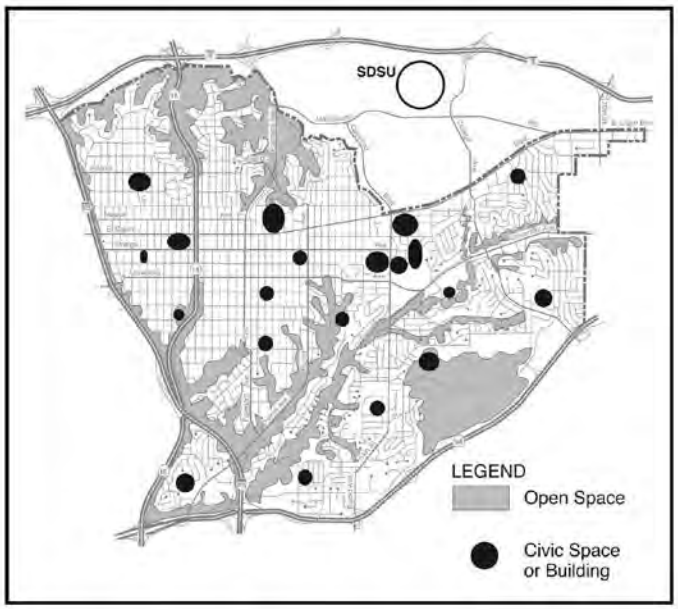
Eastern Community

The following streets should be improved by adding street trees, providing pedestrian-oriented streetlights and enhancing crosswalks at key intersections as shown in the map below.



CIVIC SPACES AND BUILDINGS

One of the keystones of this Plan is the extensive use of joint use civic facilities, where various government, school, and non-profit community agencies make use of facilities available to them at various times of the day.



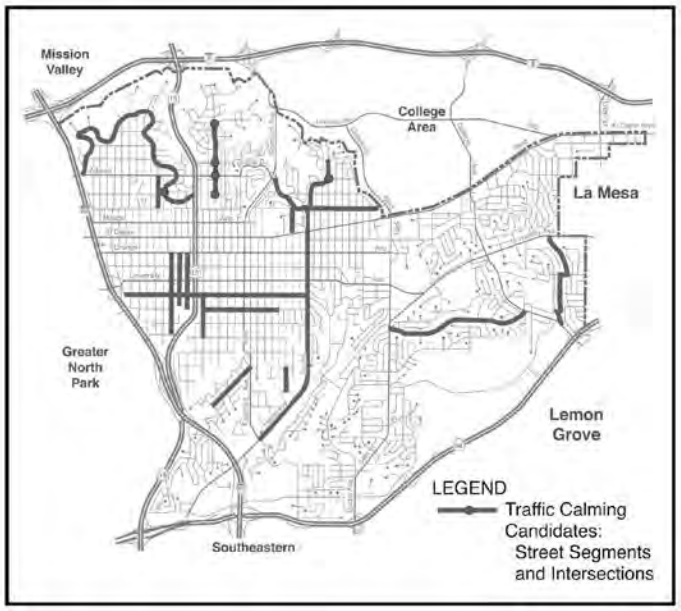
Vision: Schools and other civic destinations that are centrally located, provide needed open space and are accessible as neighborhood civic centers.

Recommendations

- Create more neighborhood parks by obtaining vacant land. Consider utilizing open space occupied by streets and alleys. Sections of under-used streets can be closed to create mini-parks, bike trails or landscaped pedestrian walkways.
- Bus stops and seating areas can be set back from sidewalks and planted with trees and shrubs.
- School grounds should be enhanced to serve the dual purpose of school playground and neighborhood park, including turf, landscaped buffers between streets and playing areas, tot lots and other amenities.
- New building or remodeling projects in the commercial zones should contribute landscaped areas. Major projects should include permanent public seating areas or mini-plazas.
- Improve existing undeveloped or partially developed parks. Facilities should meet neighborhood needs for seniors with safe and comfortable seating and walking areas. Residents use parks for family gatherings, requiring picnic tables, barbecues, etc.

- Standard active parks of two or more acres should be collocated with other public facilities such as schools, libraries, fire stations, etc., in order to assure good maintenance and security.
- Joint use facilities should be designed to open into the community's other public areas, such as streets or parks.
- Entrances to facilities should be prominent and consciously designed so visitors feel at ease and welcome as they enter.
- Gates and fences should be carefully designed as a feature in themselves, a work of art, rather than an afterthought.
- Buildings should have prominent features that are viewed from far away, such as towers and clocks that can be used as orientation beacons.
- Public facilities should be clustered so they have greater use over time. For example, two elementary schools side by side can be converted, as needed, into middle and senior high schools. When the population warrants, they could become local college sites in the neighborhood, or other civic building needed at the time.
- Encourage development of park areas at street ends where additional land can be consolidated by street closures combined with land acquisition.
- Provide public art.

TRAFFIC CALMING FOR NEIGHBORHOOD STREETS



The Mid-City street system exhibits both grid and curvilinear street patterns. While such a system provides traffic with many alternate routes, often diminishing traffic congestion along the major corridors, many potential homeowners are deterred by the noise and danger of through-traffic. Further, existing residents turn their living environments, attention and eyes away from the street, leaving the neighborhood street as a no-man's land with little or no security. Residents have approached the City with numerous petitions for four-way stops, hoping to regulate vehicle speeds. Unfortunately, many drivers fail to observe these stop signs, increasing the threat to pedestrians, bicyclists and other motorists. One way to address neighborhood traffic problems and reduce excessive vehicle speeds in the residential neighborhoods is to enhance the roadway for improved non-vehicular circulation. Such "traffic calming" programs have shown that slower vehicular speeds are achievable, and acceptable to many drivers, when the environment is improved. This, in turn, will help make Mid-City neighborhoods competitive with suburban neighborhoods.

Vision: Streets that are neighborhood centers of activity for walking, bicycling, visiting with the neighbors, and experiencing a pleasant drive.

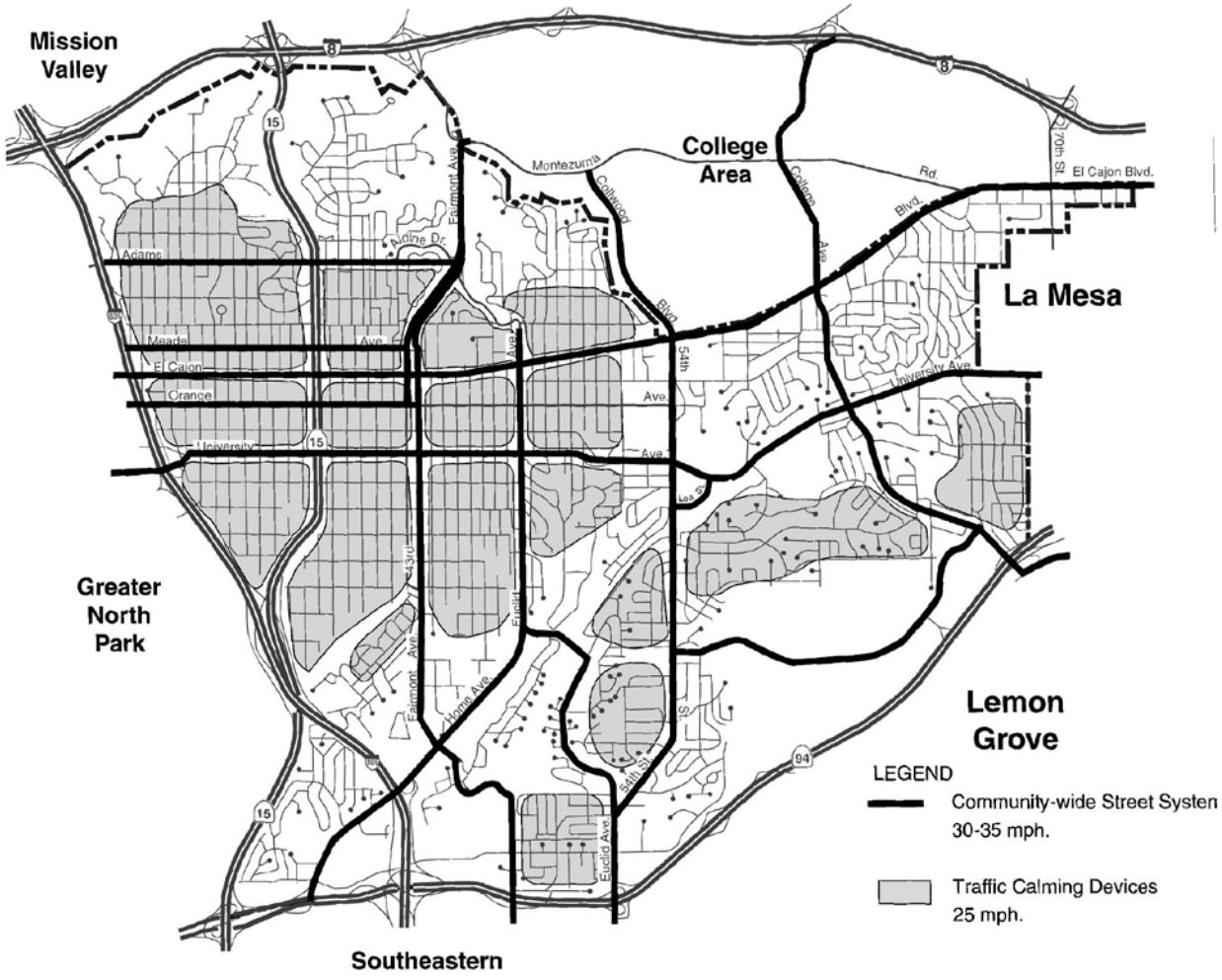
Goal

- To improve the livability of neighborhoods by reducing inappropriate neighborhood traffic and vehicle speeds.

Recommendations

- Apply traffic calming methods as described in **Appendix D** to reestablish the purpose and function of neighborhood streets.

FIGURE 15. NEIGHBORHOOD STREETS



IV-D LAND USE ELEMENT

A cluster of communities that rivals many incorporated cities in size, Mid-City accommodates residential, office, commercial, industrial and institutional land uses. Residential densities in the community range from one to 75 dwelling units per acre. A variety of housing types, including Craftsman-style bungalows, single-family tract home development, apartment courts, six- and eight-plex apartment buildings, and multi-story senior housing centers are represented. Commercial developments take the form of neighborhood centers and districts, strip centers and regional shopping centers. Limited industrial development is concentrated in the southern portion of the City Heights and Eastern Area Communities. Institutional land use ranges from the City's Operations Center to Navy Housing to the Police Shooting Range and the Mid-City Police Substation. Critical issues related to institutional uses are addressed in the Public Facilities and Services Element. A deficiency of parks, schools, and other public facilities limit the ability of the Mid-City communities to effectively accommodate population growth forecast for the area.

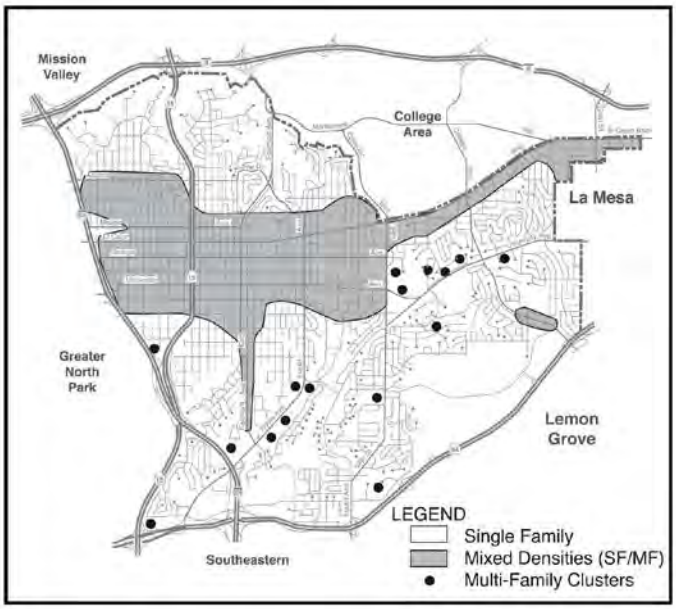
Residential

Commercial

Industrial

RESIDENTIAL

Development in the older communities of Kensington-Talmadge, Normal Heights and City Heights was begun near the beginning of the Twentieth Century, spurred by the introduction of streetcar (trolley) service along Adams Avenue and University Avenue.



This development was characterized by single-family neighborhoods centered around commercial strips. Craftsman and Spanish Colonial Revival styles dominated single-family construction prior to the Second World War.

More recent development of the Eastern Area is also characterized by single-family development. Here, the varied topography and economic advantages of tract home development are reflected in curvilinear streets, cul-de-sacs and auto-oriented shopping centers.

Many single-family neighborhoods have been altered physically and demographically by the introduction of often ill-designed multifamily housing units during the 1970s and 1980s. This intensification in land use occurred disproportionately in the southern areas of Normal Heights and Kensington-Talmadge, and northern area of City Heights. While providing an abundance of lower cost housing opportunities, this development has exacerbated the existing shortage of parks, libraries, schools and other public facilities. Growth management policies, subsequently adopted to address these deficiencies, have not substantially reduced deficiencies in public facilities.

Vision: A stable community, characterized by a diverse array of well designed and maintained neighborhoods with affordable housing that caters to a full range of family and living styles.

HOUSING BALANCE

The 1991 Housing Element of the General Plan established a low-income housing fair share goal for Mid-City of 100 dwelling units, compared to a citywide goal of 9,300 units. The goal was minimal due to the concentration of lower income households already living in Mid-City, which the communities have more than met with the construction of several subsidized projects. While the satisfaction of this goal points to the need to attract more market rate housing, an ongoing effort is needed to maintain the existing supply of affordable units, which may revert to market rate under certain subsidy programs.

Goal

- To foster the development of an economically and socially balanced residential community.

Recommendations

- Encourage new housing construction in a variety of types and sizes in order to meet the needs of future residents in all socio-economic brackets. In view of the abundance of low- and moderate-income housing, encourage new construction of market rate housing and home ownership in Mid-City's lower income areas in order to upgrade the overall value of the housing stock in those areas.
- Stop the concentration of subsidized housing, social services, and residential care facilities in the Mid-City communities. Locate any additional facilities along transportation corridors.
- Encourage quality family and senior citizen housing projects designed to accommodate the needs of these populations, including the conversion of existing high-density apartment projects to fewer units with more bedrooms to house the concentration of large households in City Heights.

NEIGHBORHOOD CONSERVATION

Goal

- To protect and enhance the quality of Mid-City neighborhoods.

Recommendations

- Encourage new market rate housing construction in a variety of types, sizes and costs to meet the needs of residents in all socio-economic brackets.
- Preserve existing affordable housing units, particularly where rent subsidies may be expiring.
- Provide and expand assisted home ownership opportunities and cooperative housing projects to afford renters a mechanism to achieve ownership.
- Establish and support an organization dedicated to providing training in good property management practices to owners of multifamily properties.
- Continue to expand housing rehabilitation programs in all residential subareas, especially for owner occupied units.
- Preserve well-designed existing housing stock that might be the source of low and moderate income housing in the future through adequate maintenance and rehabilitation.
- Protect existing low to moderate income housing by rehabilitating single-family and multifamily units, both rental and owner occupied.
- Retain, to the maximum feasible extent, single-family and two-family low- and low-medium-density residential areas and preserve existing two-family districts as the prevailing housing pattern in the neighborhoods.
- Regulate building size to maintain neighborhood scale and character.
- Retrofit existing older six to eight unit apartment complexes located in the midst of single-family neighborhoods by increasing unit size and decreasing density to provide needed larger units and a better integration into the neighborhood.
- Eliminate illegal non-conforming uses through code enforcement or code changes.
- Adopt and enforce minimum property maintenance standards.
- Explore newly developed multifamily housing designs such as row housing that blur the distinction between multifamily and single-family products to achieve greater density while maintaining neighborhood character and fostering home ownership.

OWNERSHIP

Goal

To foster residential ownership in Mid-City.

Recommendations

- Provide and expand assisted home ownership opportunities.
- Provide a marketing program to encourage business owners, managers, and employees to live in Mid-City.
- Develop cooperative housing projects to afford renters a mechanism to achieve ownership.

DESIGN AND DEVELOPMENT GUIDELINES

Goals

- To foster well-designed and maintained development in existing neighborhoods.
- To ensure that new development is consistent with neighborhood vision.
- To minimize obstacles to the rehabilitation or expansion of older residential structures.
- To maintain and enhance open spaces within residential areas.
- To ensure proper maintenance and security in residential development.

Recommendations

- Apply urban design criteria to single-family and multifamily development by incorporating design guidelines into new ordinances and applying them to appropriate areas. These criteria will include standards for parking, height and bulk considerations, siting of structures, creative landscaping, open space preservation, family-oriented development and exceptional architectural detailing.
- Implement incentives for the removal of blight.
- Establish and apply standards for improvements of the building facade, yard areas and landscaping to older six to eight multifamily apartment buildings with parking in the front yard.
- Establish and support an organization dedicated to providing training in good property management practices to owners of multifamily properties.
- Limit encroachment of residential development into designated open space.
- Minimize obstacles to expansion of older residential structures with desirable design qualities.
- Encourage adherence to the principles of crime prevention through environmental design.
- Ensure that new development reflects neighborhood character in such characteristics as height, setbacks, massing, landscaping, roofs, windows, front porches, street facade, and architectural details.

- Encourage onsite management of multifamily developments.
- Establish a maintenance pool for smaller rental developments, minimizing the cost of professional apartment management services.
- Ensure that single-family development in down-zoned multifamily areas is appropriately scaled and oriented. Use Re-building Plan for Normal Heights (1985) as an example of the issues to be considered in the development of regulations applicable to this unique circumstance.
- Rehabilitate apartment courts and encourage development of new ones, perhaps providing reductions in on-site parking where on-street parking is sufficient.

TYPE AND LOCATION OF DEVELOPMENT

Goal

- To concentrate new higher-density development along transportation corridors with the highest densities at nodes.

Recommendations

- Within areas zoned for single-family development and designated for open space preservation, limit development to one dwelling unit per lot.
- Restrict development in areas that are predominantly low-density, including those lots fronting on many east-west oriented streets, as shown in **Figure 10** above, to single dwelling units.
- Special development regulations should be applied to areas with single dwelling units on small lots to allow reduced or zero yard setbacks.
- Consider the use of companion units or "granny flats," as defined and regulated by the Municipal Code, as a method of meeting affordable housing goals.
- Permit moderate-density residential uses as infill development and between nodes along transportation corridors.
- Permit higher-density residential development (one unit/600-1000 square feet) in the nodes along El Cajon Boulevard through a discretionary review process when special design features and community enhancements are provided.
- Encourage mixed-use development (retail or other commercial uses on the ground floor and residential on upper floors) along the commercial strips in transportation corridors through the implementation of General Plan village land use designations.

SUPPORT USES AND FACILITIES

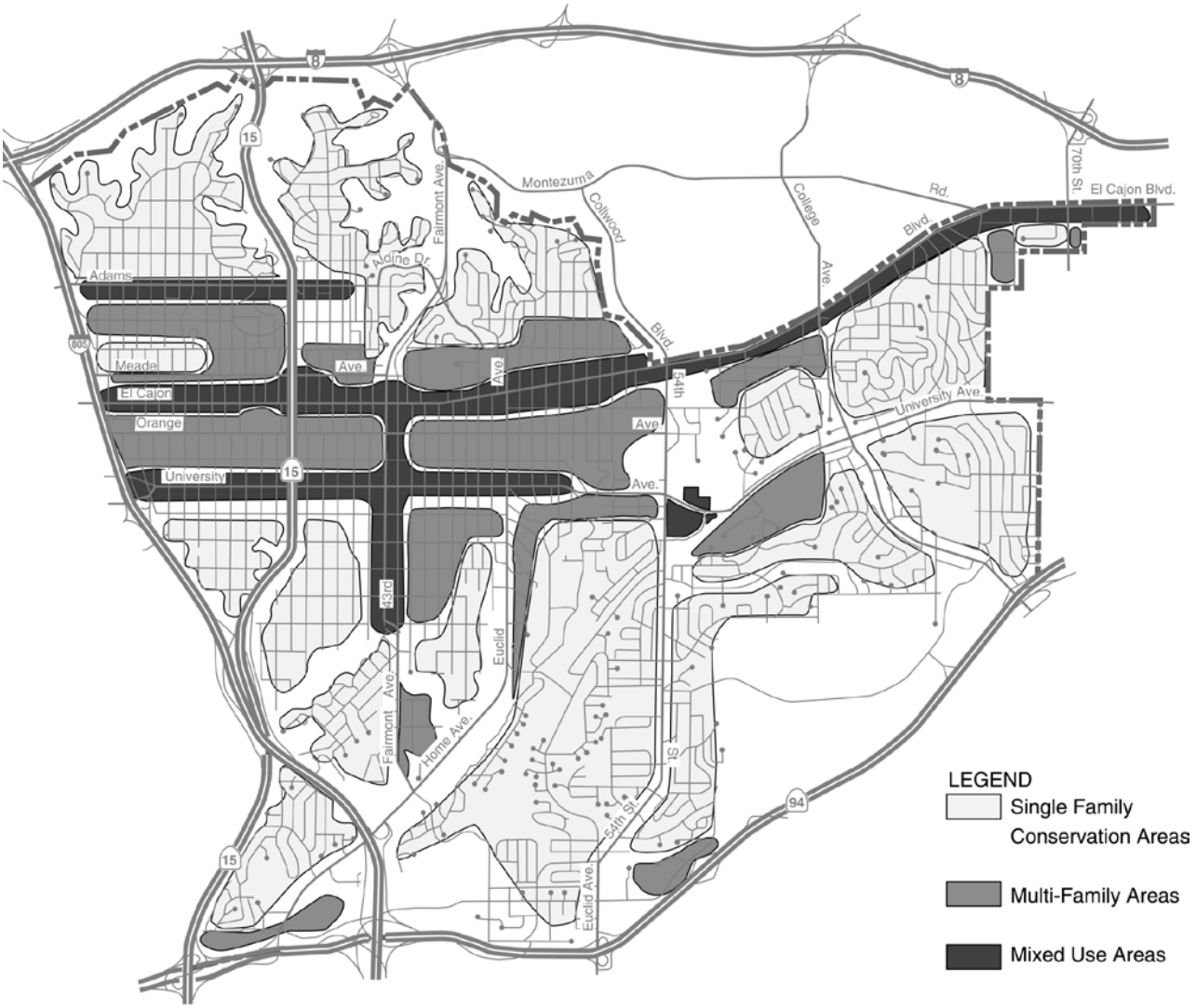
Goal

- To foster development of schools, recreational centers, employment centers and parking reservoirs to support high quality residential development.

Recommendations

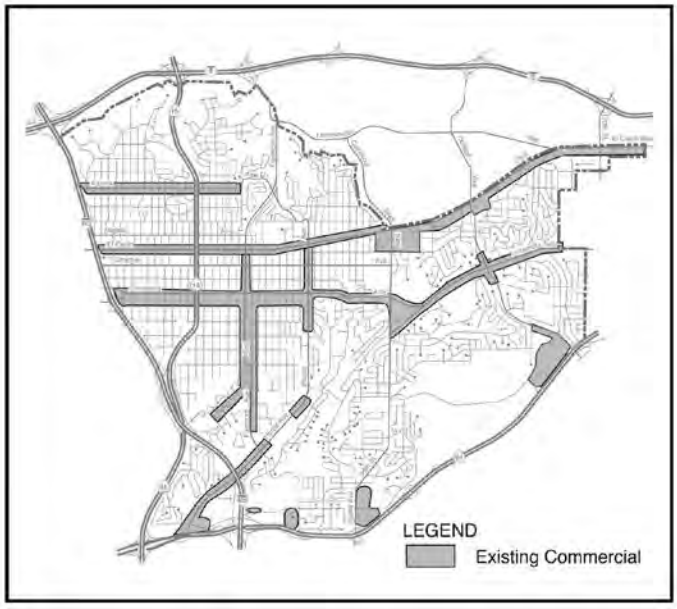
- Ensure that adequate public facilities and infrastructure are in place prior to the construction of additional multifamily dwellings. Restrict new multifamily development within the service boundaries of schools where the local student population exceeds the following standards:
  - Elementary Schools: 100 students per acre, or the design capacity of permanent structures on existing school sites (500 students per school preferred)
  - Middle Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,000 students per school preferred)
  - High Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,500 students per school preferred)
- Enhance school and other public facilities to entice families to live in Mid-City rather than moving to other communities.
- Establish employment centers to provide jobs for residents.
- Provide adequate off-street parking.
- Locate private off-street parking to the rear of multifamily structure

FIGURE 16. CONCEPTUAL RESIDENTIAL ELEMENT



COMMERCIAL

Commercial activity within Mid-City ranges from auto-oriented El Cajon Boulevard to neighborhood-oriented Adams Avenue, with University Avenue reflecting characteristics of both. These major commercial corridors are supplemented by several shopping centers, assorted pockets of strip commercial and neighborhood-serving convenience stores. Retail sales represent the dominant commercial activity in the Mid-City. Office, wholesale, personal and commercial services and visitor-commercial enterprises are also present.



Vision: Commercial corridors and centers providing vibrant shopping and business opportunities.

TYPE AND DISTRIBUTION OF USES

Goal

- To provide a full range of commercial goods and services to the Mid-City population.

Recommendations

- Restructure the commercial sector to take full advantage of Mid-City's population density and shopping patterns (refer to the Economic Development Element).
- Focus new commercial and mixed-use development in nodes to create strong centers of complementary activity. Such nodes should be centered around the intersection of major transportation corridors. These may include the intersections of El Cajon Boulevard and University Avenue with I-805.
- 35th Street, SR-15, 43rd/Fairmount, Euclid, and 54th Street. Lower-intensity, commercial, mixed-use, or residential use should be accommodated along designated linear areas between nodes.
- Increase the depth of commercial-residential transition zoning west of 54th Street. The transition zone should extend generally 300 feet from El Cajon Boulevard and up to 250

feet from University Avenue. Within these zones, property may be developed according to the designated residential zone, or, if lots are consolidated such that the property fronts on the commercial corridor, they may be developed with those commercial and/or residential uses permitted in the abutting commercial zone. With the exception of development within the node surrounding the interchange of El Cajon Boulevard and State Route 15, a discretionary permit should be required for development proposals that do not include a residential component.

- Along that portion of Adams Avenue west of East Mountain View Drive and 39th Street, a transition zone should generally extend 50 feet from the commercial zone. Use of this transition zone should be limited to commercial parking.
- Residential-only projects should not be permitted in commercially designated areas along Adams Avenue and should be restricted in other commercial areas.
- Concentrate commercial enterprises serving regional markets reliant on freeway access along I-805, Highway 94, and State Route 15.
- The Grove Shopping Center on SR-94 should be redeveloped to provide regional shopping and entertainment opportunities.
- The commercial nodes at the I-805 and State Route 15 gateways (University Avenue and El Cajon Boulevard) should accommodate hotels, restaurants, retailers requiring large structures and parcels, and gasoline stations with auto repair.
- Light manufacturing and assembly activities, such as bakeries and garment manufacturing, should be accommodated along selected major commercial corridors.
- Concentrate medium- to high-intensity mixed-use commercial, light manufacturing and medium-density residential development along the west side of State Route 15. Ground floor street elevations should be reserved for retail, entertainment and recreational uses. Residential, hotel and office uses should be encouraged on upper floors.
- All manufacturing facilities that occupy commercial street frontage should observe transparency requirements consistent with guidelines applicable to commercial development, perhaps by incorporating retail outlets for the sale of products manufactured onsite.
- A commercial revitalization program should be undertaken to foster redevelopment along Euclid Avenue, south of Westover Place.
- A center of ethnically oriented commercial activities should be encouraged within an "International Marketplace" bounded by El Cajon Boulevard and University Avenue at Fairmount Avenue and 43rd Street. In addition to restaurants and retail outlets, small- to medium-scale food processing and craft-oriented manufacturing facilities should also be accommodated. Special regulations should be considered to accommodate cultural needs, such as in the processing and sales of food products.
- Establish a center of civic and recreational activity in the 54th Street corridor between El Cajon Boulevard and University Avenue. Encourage cultural and non-profit organizations, artisans, hotels, professional offices and art galleries to locate in this area. Consolidate schools, playground and park areas, clustering building areas for most efficient mixed-use.

- Similar to the envisioned Cultural Center Complex, consideration should be given to educational, recreational, spiritual, and/or entertainment uses for the large site at the southeast corner of University Avenue and Aragon Drive.

  Note: This recommendation was not reviewed by the Planning Commission.

- Provide for the establishment and continuation of neighborhood businesses such as corner stores at appropriate crossroad locations in the neighborhoods. Such establishments may not necessarily be required to be shown on the community plan map, and should be granted relaxed processing and parking requirements to establish, continue, or expand the use, under the following circumstances:
  1. The establishment provides desired neighborhood goods or services;
  2. The establishment has had an historical presence in the neighborhood or, for new and expanded establishments, is compatible with the style and character of the neighborhood; and
  3. There are no significant impacts related to traffic, parking, noise, or other environmental impacts.
- Provide incentives such as residential density or commercial floor area bonuses for mixed-use infill development along established commercial corridors.
- Encourage reuse of existing commercial structures for non-retail activities (e.g., entertainment, manufacturing, etc.)
- Promote nighttime pedestrian activity in the commercial corridors by accommodating entertainment facilities, religious institutions and other enterprises that attract significant numbers of people during the evening hours.
- Provide an expanded array of commercial goods and services in neighborhoods that lack them, through appropriate regulatory and promotional activities.
- Develop specific regulations for the outdoor display of merchandise and signage, particularly within the public right-of-way.
- Accommodate expanded home occupation activities in varying [degrees for] pre-designated neighborhood areas.

DESIGN AND DEVELOPMENT GUIDELINES

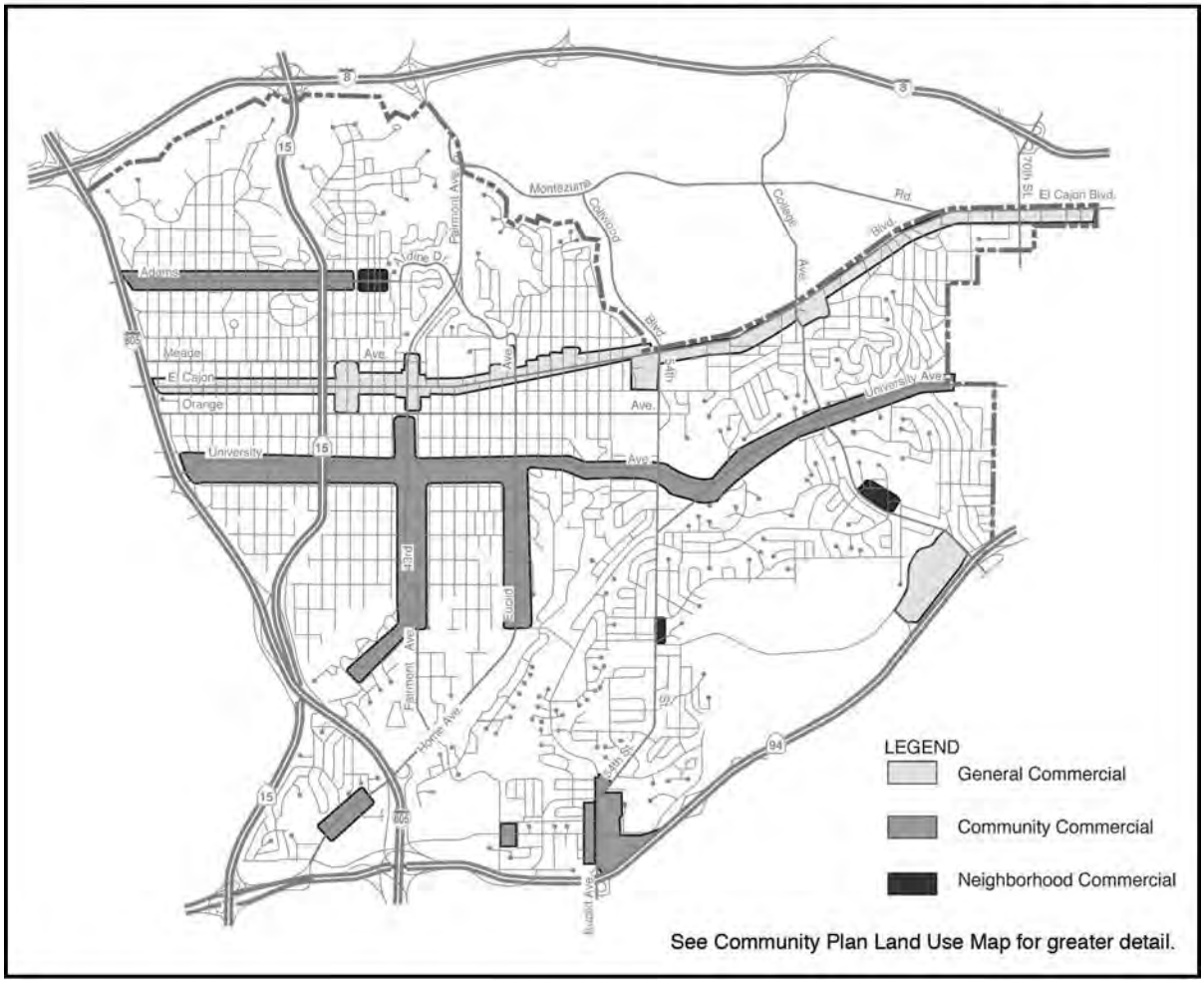
Goals

- To provide attractive and functional commercial corridors and centers.
- To restore and enhance the appearance and function of existing commercial development.
- To maintain and strengthen the pedestrian orientation of commercial areas.
- To reflect the desirable historic character of commercial areas in form and function of new development.
- To foster a safer and more interactive community through the controlled mingling of uses, including commercial, residential, and industrial.

Recommendations

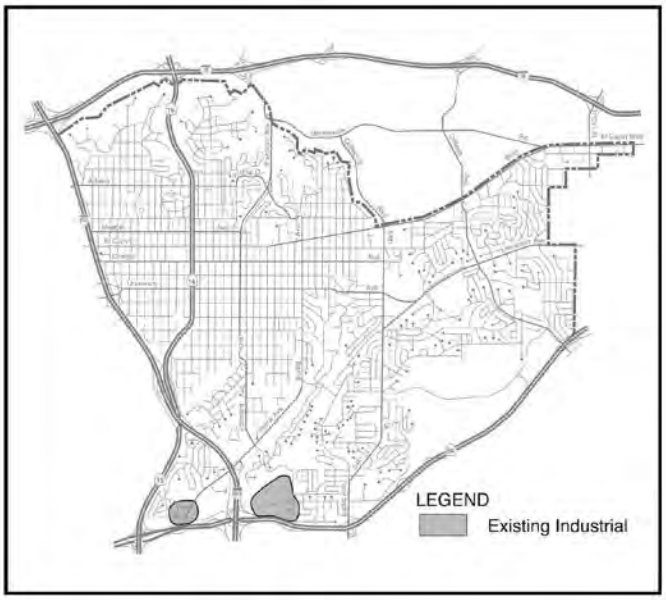
- Revise development regulations as necessary to ensure quality design consistent with community character and to reduce visual clutter in commercial districts.
- Development within and adjacent to community gateways (see the **Urban Design Element**) should incorporate design elements (massing, landscaping) that reflect and reinforce the established design theme for the area.
- Historic structures should be rehabilitated for reuse.
- Storefronts should open up by providing ample display windows that are free of obstructions. Any security bars should be carefully designed to be unobtrusive, using dark colors and/or bar systems that can roll or accordion out of the way.
- Facade rehabilitation is encouraged. A professional designer should be involved to help maintain or restore the architectural intensity of the structure.
- Revise development regulations as needed to accommodate floor area requirements of modern commercial tenants.
- Revise development regulations as needed to establish pedestrian orientation in new development.
- Establish a residential density bonus for mixed-use development.
- Allow on-street parking bays to provide additional parking for small-scale businesses, especially neighborhood convenience centers, in exchange for better building design, street landscaping and lighting

Figure 17
Conceptual Commercial Element



INDUSTRIAL

Employment in the manufacturing sector is a necessary component to sustainable economic development. Base sector employment opportunities in Mid-City are limited by the price and availability of property zoned for industry. Due to the lack of large sites available for industrial development, strategies for the expansion of employment opportunities in Mid-City should focus on accommodating smaller scale employers.



Vision: Provide a multiplicity of accessible base sector employment opportunities.

TYPE AND DISTRIBUTION OF USES

Goal

- To provide a wide range of employment opportunities complementary to the skills and aspirations of the community's workforce.

Recommendations

- Maintain industrial designation along Federal Boulevard, Home Avenue and 47th Street for employers requiring larger parcels and immediate freeway access. Examples of such enterprises include parts suppliers, machine shops, cleaning and dyeing works, boat and motorcycle manufacturers, building contractors, and beverage bottlers and distributors.
- Accommodate appropriately regulated apparel manufacture, electronic assembly, bakeries and other low-intensity light manufacturing situated behind commercial storefronts along major commercial corridors through the designation of additional industrial areas and the modification of commercial zone regulations.
- Designate areas for light manufacturing as shown on **Figure 18**.
- Accommodate home industry and incubator facilities in the International Marketplace.

DESIGN AND DEVELOPMENT GUIDELINES

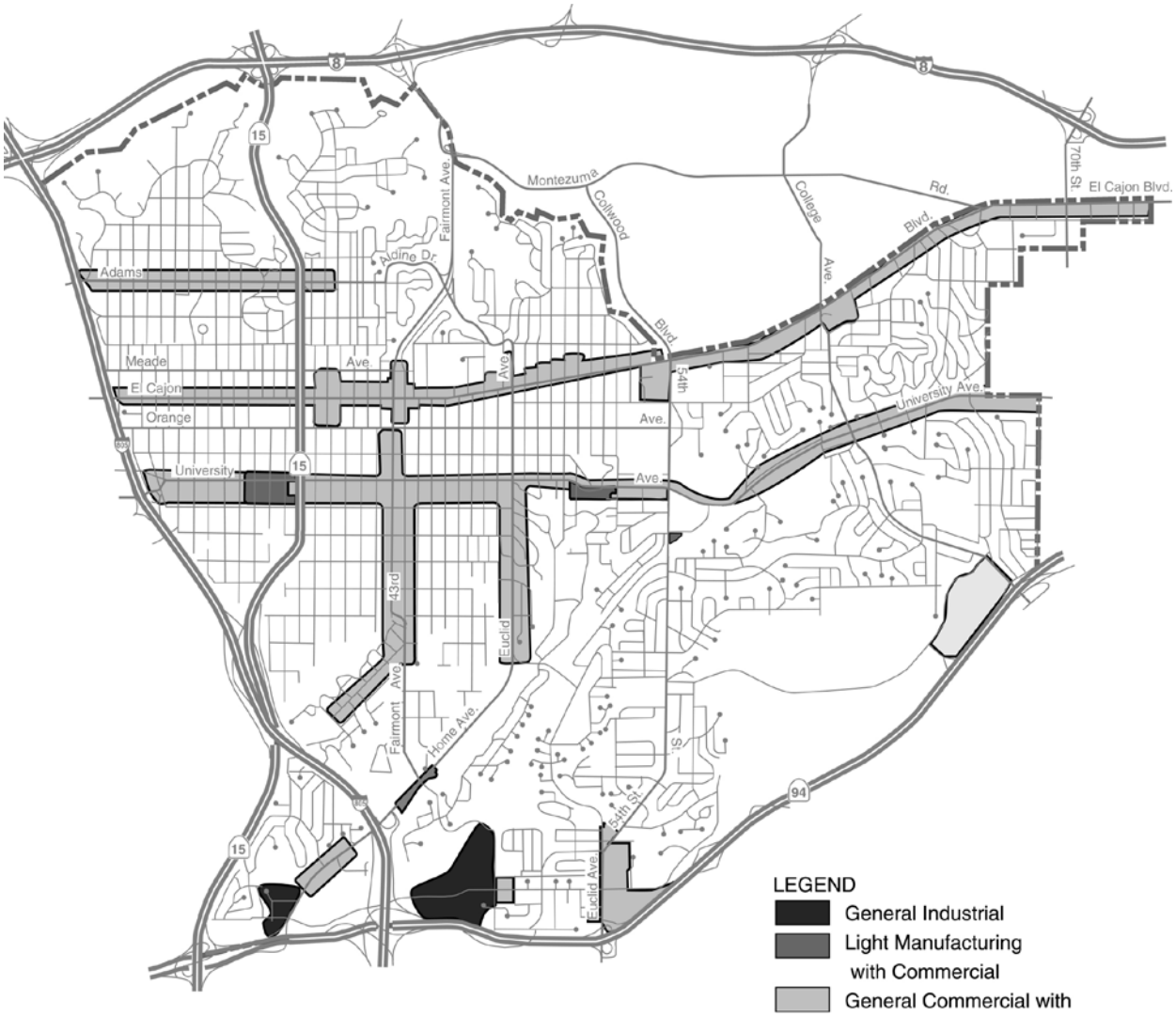
Goals

- To provide employment centers which contribute positively to the character of the community.
- To add compatible light manufacturing and assembly development to Mid-City, bringing more jobs and affordable goods to the community.

Recommendations

- Review development regulations, as necessary, to minimize potential conflicts between uses and to ensure consistency with neighborhood character.
- Ensure compliance with development regulations through vigilant code enforcement.
- Require that new industrial and light manufacturing development be adequately buffered from existing land uses through design features such as solid walls and enhanced landscaping.
- Provide for limited light manufacturing and assembly development of a scale and character compatible with existing commercial structures. New industrial structures should comply with streetscape requirements applicable to commercial establishments in the same zone including front setback, pedestrian entrances, transparency, landscaping and lighting. The display and sale of goods manufactured on the premises should be encouraged.

FIGURE 18. CONCEPTUAL INDUSTRIAL ELEMENT



NOTE:
SEE COMMUNITY PLAN LAND USE MAP FOR GREATER DETAIL

IV-E ECONOMIC DEVELOPMENT ELEMENT

The Mid-City communities stand at economic, as well as geographic crossroads. Regional retailing, the engine of Mid-City's economic success in the post-war years, is today dominated by shopping malls located on large tracts of land in suburban communities along the City's freeway system. A new strategy for economic growth is needed; one that builds upon the community's contemporary attributes.

Community Organization

Physical Design and Development

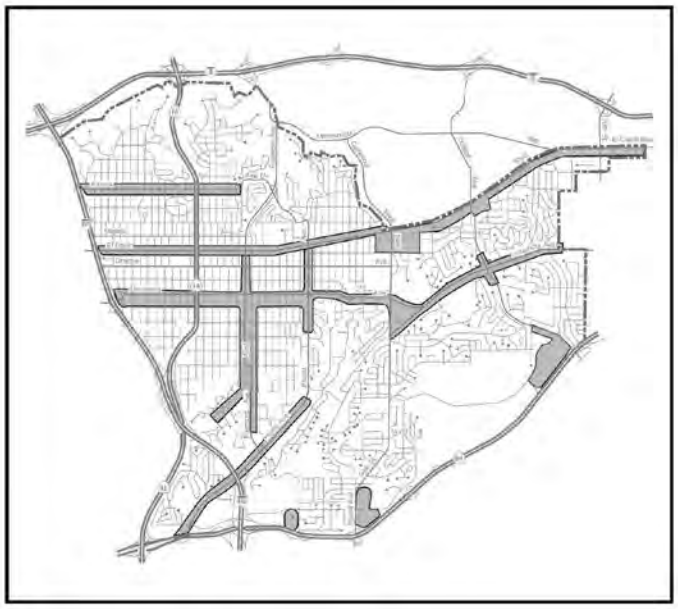
Development Regulations

Economic Restructuring and Reinvestment

Promotion

Urban Nodes

BACKGROUND



Throughout their history, the communities of Mid-City have provided San Diegans with suburban housing and shopping opportunities with easy access to downtown employment centers. Local employment was not a key component of Mid-City's development.

Between 1910 and 1960, Mid-City's population of residents and commuters supported thriving neighborhood- and region-serving commercial enterprises, particularly along the major east/west corridors. Following the Second World War, freeway construction, shopping center development, and further suburbanization resulted in a redirection of economic activity away from San Diego's older communities, including Mid-City.

Today, Mid-City's aging infrastructure lacks focus in the form of anchor businesses or defined districts and there remain few employment opportunities in the manufacture of goods for sale.

The following economic development goals and recommendations have been organized to correspond with the four tenets of the "Main Street" community revitalization strategy established by the National Trust for Historic Preservation and adopted by the business improvement associations active in the Mid-City.

Vision: A vital "City within a City," providing a wide range of housing, employment and shopping opportunities accessible to all residents of the Mid-City, will be realized.

COMMUNITY ORGANIZATION

Goal

- To improve communication and cooperation both within the business and residential communities.

Recommendations

- Establish and expand property- and tenant-based business improvement districts.
- Support business incubators with financial assistance and other incentives.
- Support efforts to establish benefit assessments for maintenance along commercial corridors.

PHYSICAL DESIGN AND DEVELOPMENT

Goals

- To enhance the image of local commercial districts.
- To establish an atmosphere conducive to district shopping.

Recommendations

- Accentuate nodes and gateways with tree plantings and community identifying landmarks, and the placement of high-intensity development near the street.
- Establish recognizable gateways and districts within the Mid-City communities as described in the **Urban Design Element**.
- Design infrastructure and lighting in keeping with district themes where possible.
- Encourage pedestrian activity and the use of public transit through public and private investment in quality streetscape improvements including landscaping, crosswalk paving, lighting and other pedestrian-oriented enhancements. The City's storefront improvement program should be maintained and expanded.
- Maintain and expand storefront improvement and other programs, such as landscaping rebates, which provide matching funds to business owners who enhance their properties.
- Increase business district parking through the acquisition of property for parking reservoirs located behind existing businesses and the creative redesign of existing on-street parking.
- Enhance the character and security of alleys through public and private investment in lighting, landscaping, and litter control.
- Create incentives for builders and remodelers to incorporate architectural elements that reflect the ethnic diversity of the community.

DEVELOPMENT REGULATIONS

Goal

- To preserve and enhance the character of the Mid-City by those regulatory measures least detrimental to the economic viability of the community.

Recommendations

- Expand the use of the transition zone to allow the expansion of commercial uses. The transition zone should extend from a maximum of one-half to one block off of El Cajon Boulevard to as little as fifty feet past the commercial zoning on Adams Avenue. Some restrictions may be appropriate in some areas, such as limiting the use to parking or requiring a discretionary permit.
- Actively monitor and enforce the provisions of conditional use permits, but do not apply sunset provisions that unduly diminish business viability.
- Develop varying levels of home occupation including live/work lofts, to encourage incubator business development out of the home.
- Develop simple regulations for street vendor activity.
- Develop regulations to permit local food production.

ECONOMIC RESTRUCTURING AND REINVESTMENT

Goals

- To recast Mid-City's commercial corridors as neighborhood- and community-oriented shopping and employment centers.
- To improve accessibility of employment centers within and outside the community.
- To encourage development of manufacturing enterprises to expand employment opportunities for the residents of Mid-City.

Recommendations

- Partner with area schools to improve the quality and accessibility of educational opportunities.
- Develop and implement a comprehensive revitalization strategy based on the National Trust For Historic Preservation's Main Street model. Such a program would address community participation, economic restructuring, physical improvement of commercial areas and promotion of the community's attributes and businesses.
- Develop and maintain a database providing immediate access to commercial real estate market information.

- Provide the public infrastructure necessary to leverage private capital investment.
- Introduce light manufacturing, and other employment generating uses, along major transportation corridors. Ensure that employment generating land uses are compatible with neighborhood character through revisions in development regulations and permit review requirements.
- Increase the rate of owner occupancy of residential and commercial property.
- Provide incentives for business persons to own their business properties.
- Expand opportunities for home-based businesses, including the ability to have a limited number of employees and customers on the property. A range of activity levels, from home offices in single-family zones to more intense uses perhaps including apparel assembly in multifamily zones, should be defined and appropriately regulated.
- Establish opportunities for live/work lofts and other developments designed to accommodate a combination living and working environment.
- Support local food production by providing locations and support for persons who grow and market their own food crops.
- Address failures of the credit delivery system by cooperating in the establishment of new Community Development Financial Institutions (CDFI).

PROMOTION

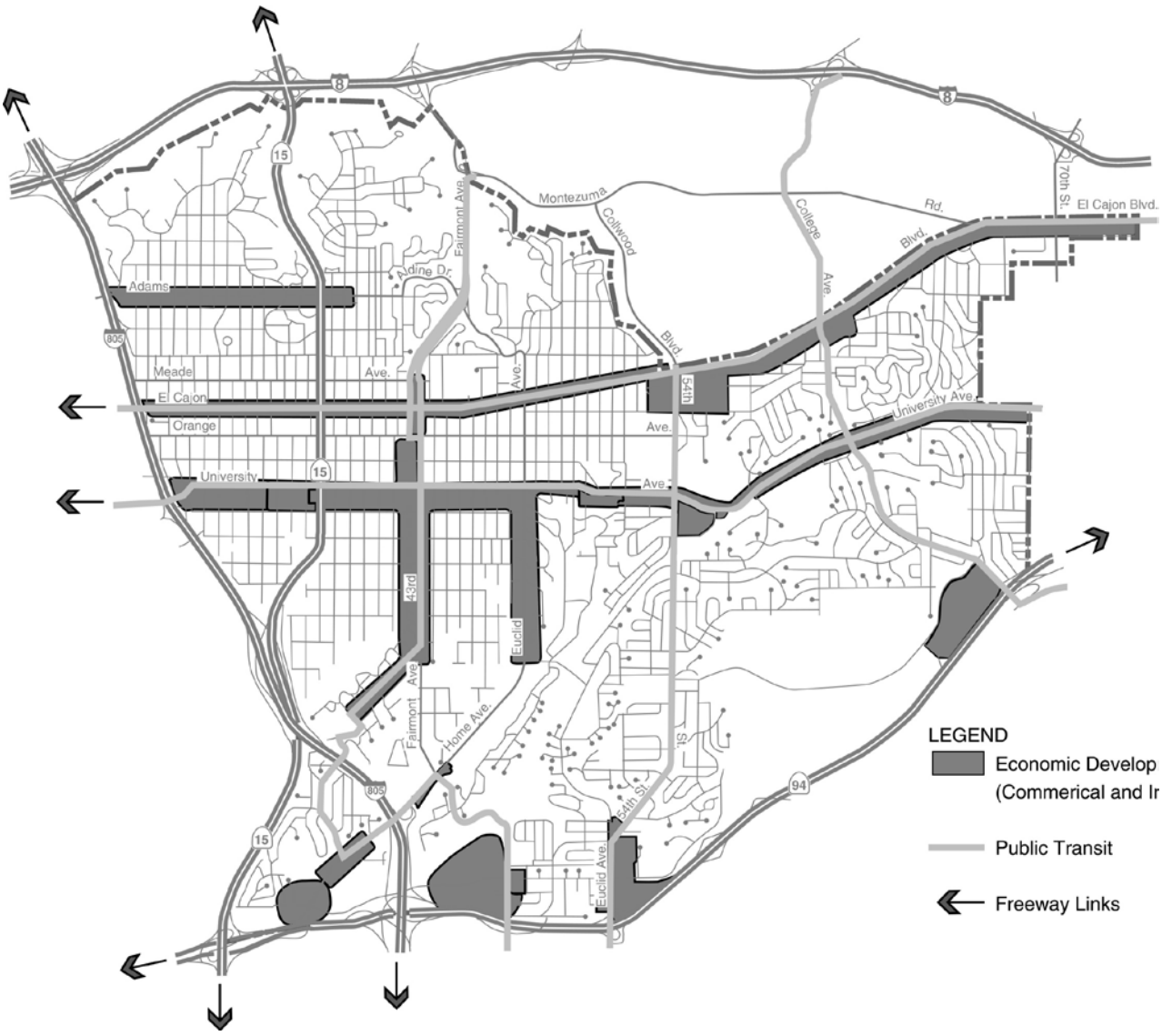
Goal

- To enhance the image of the Mid-City communities as desirable locations for living, working and shopping.

Recommendations

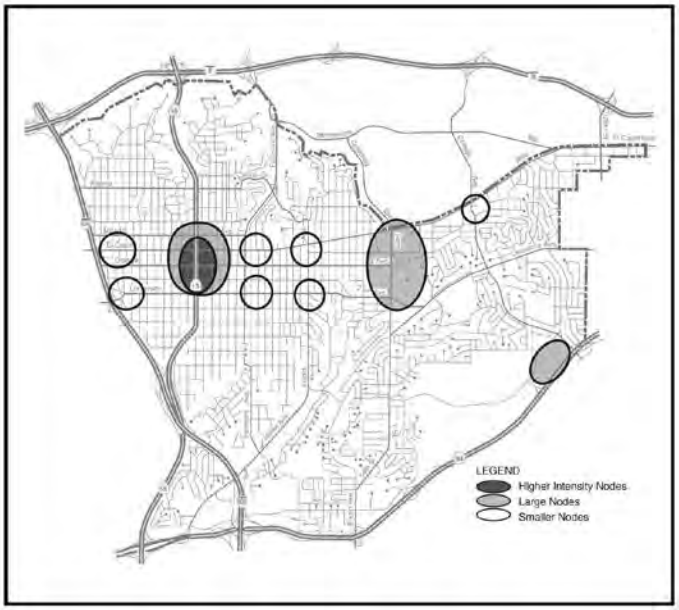
- Increase positive media exposure.
- Market Mid-City as a desirable alternative to distant suburbs.
- Widely publicize community fairs and festivals to showcase the assets of Mid-City.
- Take advantage of ethnic investment in the Mid-City area by promoting it as a theme. City Heights Village could be a focus for the celebration of ethnic festivities (e.g., Lunar New Year) and parades.

FIGURE 19. ECONOMIC DEVELOPMENT ELEMENT



URBAN NODES

Urban nodes area locations identified for higher-density mixed-use development. Urban nodes are designated at "Mid-City Center," at the intersections of El Cajon Boulevard and State Route 15, and University Avenue and State Route 15, and the "Cultural Center" at the intersections of El Cajon Boulevard and 54th Street, and University Avenue and 54th Street.



Vision: Urban nodes that have vitality, high quality design, a combination of uses, and are the places where community members interact.

Mid-City Center

The completion of State Route 15 provides significant opportunities for new development, both from the perspective of land availability and improved regional accessibility. The nodes designated at the intersections of El Cajon Boulevard and State Route 15, and University Avenue and State Route 15, should be developed as transit-oriented town centers, accommodating the highest development densities in the Mid-City communities.

Goal

- To establish a major urban center at these regional "crossroads."

Recommendations

- A major subregional transit station should be established.
- A large retail and office development, possibly hotels and theaters, should be promoted to take advantage of excellent regional vehicular access and transit.
- Selected light manufacturing activities should be accommodated.
- Major joint-use public facilities should be focused around these intersections.

- Building walls should be located at the property line. In those areas where the sidewalk is less than eight feet wide, pedestrian arcades along the street should be encouraged.
- Residential, office and hotel uses should be located on upper floors, taking advantage of views to the surrounding area.

The Cultural Center

An urban node south of the intersection of 54th Street and El Cajon Boulevard designed to foster a concentration of institutional or "cultural" uses, providing convenient access to amenities such as schools, parks, medical facilities, community buildings and other uses that have a strong cultural component, and will help to strengthen links between Mid-City neighborhoods and San Diego State University.

Goal

- To provide convenient access to an expanded variety of "cultural" and institutional services and amenities and extend the benefits of proximity to a major urban university.

Recommendations

- Maintain and enhance the existing educational facilities.
- Market the adjacent commercial corridors for retail and commercial recreation facilities, including theaters, hotels, and art galleries.
- Encourage light manufacturing, emphasizing arts and crafts.
- Foster the rehabilitation and growth of existing health facilities.
- Foster development of moderate-density senior housing near health centers.
- Accentuate the rolling terrain by accommodating taller buildings on hilltops, thereby creating recognizable landmarks that provide orientation and identify this unique area.
- Create a park-like atmosphere around the perimeter of the node by enhancing visual access to Colina Del Sol Park and various school playgrounds.

IV-F PUBLIC FACILITIES AND SERVICES ELEMENT

Among the most serious issues in Mid-City is the deficiency of public facilities, most notably schools and parks. This deficiency has become more critical with the infill development of apartments and condominiums, beginning in the 1960s and continuing to the present. While facility fees are now in place to partially mitigate the impact of new development, existing deficiencies in public facilities are not addressed by adopted financing mechanisms.

Schools

Parks

Libraries

Police and Public Safety

Fire and Life Safety

Community Service Center

Utilities

Water and Sewer

SCHOOLS

In spite of the recent addition of two new schools, persistent enrollment growth in combination with older schools in Mid-City on extremely small sites continues to aggravate overcrowding in most schools (**Table 1**). Until new facilities are built, San Diego Unified School District is attempting to alleviate the overcrowding on an interim basis with portable classrooms, busing, modifying attendance boundaries, and the restructuring of grade levels. For planning purposes, it should be noted that the large number of students enrolled in local private schools, and public school students attending facilities outside the community through voluntary busing and choice, also serve as a relief valve.

With the recent addition of Rosa Parks Elementary School and Monroe-Clarke Middle School, public school facilities in Mid-City now include 16 elementary schools, three middle schools, and two high schools.

Vision: School facilities serving as a focal point for the neighborhoods, providing a quality physical environment and a high standard of elementary and secondary education.

Goals

- To provide adequate school facilities for all residents of Mid-City, including the opportunity for those enrolled elsewhere to attend local public schools.
- To ensure that all existing and proposed school facilities meet the following enrollment standards:
    - Elementary Schools: 100 students per acre, or the design capacity of permanent structures on existing school sites (500 students per school preferred)
    - Middle Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,000 students per school preferred)
    - High Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,500 students per school preferred)
- To provide for the maximum utilization of school facilities during non-school hours for educational, cultural, recreational, and community support purposes.

Recommendations

- Coordinate with the San Diego Unified School District and the community to accomplish the following:
    - Ensure that adequate public facilities and infrastructure are in place, and compliance with maximum school enrollments achieved, prior to the construction of additional multifamily dwellings.

- Expand existing school sites, as shown in **Figure 20**, and construct new elementary school facilities in the neighborhoods of Cherokee Park, Talmadge, Colina Park (two elementary schools), Teralta East, Teralta West, Castle, Cherokee Point and El Cerrito Heights. The number of school sites needed may vary depending upon the extent to which existing school sites can be expanded and/or and restructured as twin schools.

- In the selection of sites for new elementary schools, consideration should be given to development of twin schools designed so that they provide functional flexibility in the grades taught. New School sites should avoid well-maintained single-family areas.
- Joint use of facilities by City and School District should be encouraged.
- Consideration should also be given to linkages between schools, other neighborhood facilities and activity centers, and natural amenities.
- Explore other options for the provision of needed educational facilities, including the establishment of charter schools, the involvement of the business community, and locating alternative resources
- Explore the establishment of a mutually beneficial teaching program in conjunction with San Diego State University, University of California - San Diego, and other advanced educational institutions.
- To leverage public investment in scarce land and facilities, implement the joint use of school facilities with other public and private interests, particularly libraries and parks and recreation facilities.
- Establish an ongoing school oversight committee to include representatives of the City Council, the School Board, and the community to coordinate the development, management, and maintenance of joint efforts.

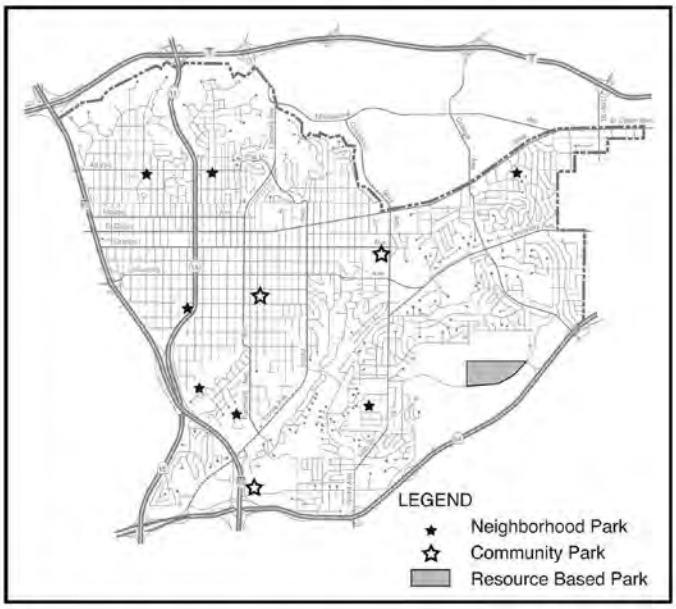
Figure 20

Existing and Proposed Schools

TABLE 1
SCHOOL ENROLLMENT

	Site Size (acres)	Enrollment 1980	Enrollment 1990	Enrollment 2000 (est.)	Students Per Acre (2000)	Percent of Site Capacity (see text)
ELEMENTARY SCHOOLS						
(General Plan Standard: 10 acres, 500 students)						
CITY HEIGHTS						
Central	4.43	616	1,049	1,331	300	300%
Edison	3.32	482	800	953	287	287%
Euclid	5.66	872	1,269	1,169	207	207%
Hamilton	6.70	528	1,202	1,227	183	183%
Marshall	7.05	457	822	818	116	116%
Rowan	6.80	244	319	330	49	49%
Rosa Parks	6.26	—	—	1,409	225	225%
EASTERN AREA						
Carver	8.91	221	382	568	64	64%
Clay	6.90	230	416	457	66	66%
Darnall	8.03	281	Closed	474	59	59%
Jackson	6.54	371	970	1,209	185	185%
Oak Park	7.61	564	758	769	101	101%
Rolando Park	11.52	355	371	350	30	30%
Webster	7.60	452	552	630	83	83%
KENSINGTON-TALMADGE						
Franklin	4.04	306	524	634	157	157%
NORMAL HEIGHTS						
Adams	4.64	819	773	939	202	202%
MIDDLE SCHOOLS						
(General Plan Standard: 30 acres, 1,000 students)						
CITY HEIGHTS						
Wilson	11.85	1,256	1,880	1,237	104	149%
Monroe Clark	12.42	—	—	1,641	132	189%
EASTERN AREA						
Mann	16.99	135	1,423	1,325	78	111%
HIGH SCHOOLS						
(General Plan Standard: 45 acres, 1,500 students)						
KENSINGTON-TALMADGE						
Hoover	24.91	1,244	2,032	2,070	83	119%
EASTERN AREA						
Crawford	26.91	1,532	1,561	1,924	71	102%

PARKS



By current City of San Diego General Plan standards, the Mid-City is grossly deficient in park acreage. The most conspicuous needs are in the older neighborhoods, generally west of 54th Street. These same areas suffer from undersized, overcrowded school sites, limiting their use for recreational purposes.

There are currently seven neighborhood parks and three community parks within Mid-City. A number of pocket parks and mini-parks have been added to assist with the overall deficiencies. Joint use agreements for the use of school grounds for park purposes, including the turfing of school play fields, has also helped to alleviate the deficiencies. City Heights Community Park has recently been expanded and improved in conjunction with the City Heights Urban Village Project, and design is underway for improvements in the undeveloped area of Chollas Park west of the lake.

Vision: A full range of park and recreation facilities and services convenient to all Mid-City residents and visitors.

Goal

- To provide park facilities and services consistent with City of San Diego General Plan standards.

Recommendations

- Provide new and expanded park facilities in accordance with the following standards:
  - One neighborhood park, of no less than ten acres, should be provided for every 5,000 residents; neighborhood parks should serve an area no greater than one-half mile in radius;
  - One community park, of no less than 20 acres in size, should be provided for every 25,000 residents; community parks should serve an area no greater than one and one-half mile in radius;
  - One resource-based park should be provided for the residents of Mid-City. By General Plan Standards, resource-based parks should be located at the site of

distinctive scenic or natural or cultural features. They are intended for citywide use. Size and development should be determined by the specific resource involved, expected use, available land, and location. **Table 2** summarizes existing and proposed park facilities.

- Provide mini-parks at scattered locations to help meet park standards. Such parks must be carefully designed and located to avoid negative impacts and to reflect the character, interests, and nature of the neighborhood. They should provide for a variety of uses and should allow for modification at a later date to reflect changing community needs. Locations adjacent to schools, community facilities, canyons, or in conjunction with redevelopment projects should be considered. Sites not meeting the above description should preferably be at a corner location. Multi-purpose mini-parks, perhaps including community gardens, should be a minimum of 15,000 square feet in size. Tot lots and other limited-use park areas may be a minimum of 5,000 square feet, subject to adequacy of access and security.
- Mini-parks should serve a population of 500 to 1,000 persons within an effective walking distance of one-quarter mile.
- Evaluate all vacant and publicly owned land, including streets and unimproved rights-of-way, for potential use as park or recreation facilities.
- Vacate Chollas Parkway east of 54th Street to allow for the development of a neighborhood park and the restoration of Chollas Creek consistent with the Chollas Creek Enhancement Program.
- Establish a new resource-based park system at the Chollas Reservoir linking to the Chollas Creek and other Mid-City canyon areas.
- Finalize and implement the improvement plans for North Chollas Lake Park west of the lake.
- Pursue joint use agreements for all public school sites, existing and proposed, to provide public recreational use of the facilities. High school campuses that typically do not have joint use agreements should remain open for public use during non-school hours.
- Fencing around school facilities should be designed to allow public access to the playground facilities during non-school hours while protecting school buildings from unwanted intrusions.

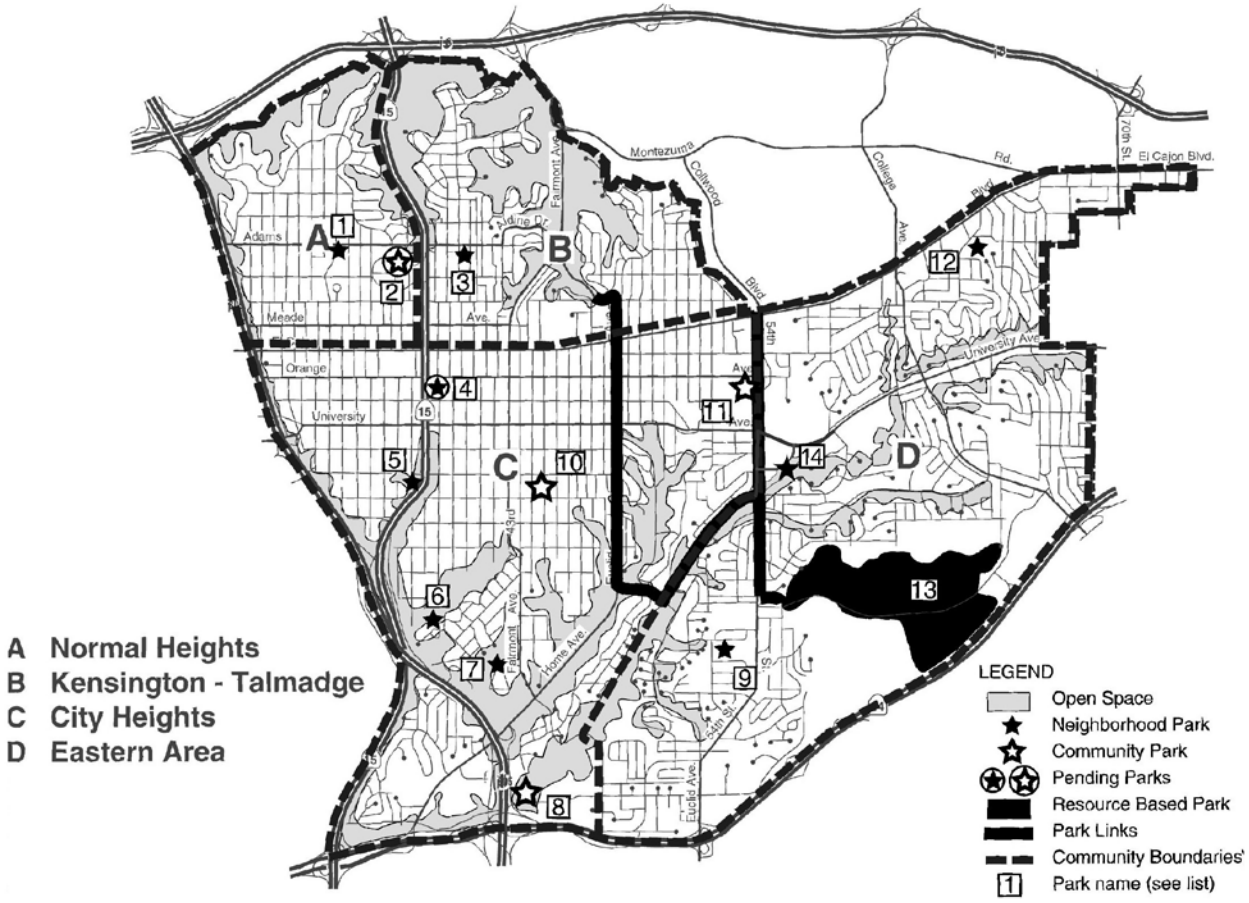
TABLE 2
ACREAGE OF PARK NEEDS

	Existing/ Programmed (acres)	Proposed (acres)	General Plan Standard (acres)	Deficiency (acres)
CITY HEIGHTS				
Mini-Parks				
Central Elementary School	0.56	0.56		
City Heights (39th Street)	0.32	0.32		
Edison Elementary	0.68	0.68		
Euclid	0.00	3.00		
Wabash (Wabash & University)	0.17	0.17		
Proposed	0.00	22.50		
Neighborhood Parks				
Azalea	9.00	9.00		
Hollywood	13.19	13.19		
Monroe Clark Middle School	0.00	4.00		
Park DeLa Cruz	6.93	12.00		
Rosa Parks Elementary School	2.30	2.30		
Teralta (SR-15 cover)	4.00	4.00		
Wilson Middle School	4.00	4.00		
Other Existing Schools (est.)	0.00	18.00		
Proposed Schools (est.)	0.00	30.00		
Subtotal	**41.15**	**119.72**	**159.93**	**40.21**
Community Parks				
City Heights Village	6.93	6.93		
Colina Del Sol	33.84	33.84		
Fairmount Village	0.00	14.60		
Mid-City Athletic Area	40.88	40.88		
Subtotal	**81.65**	**96.25**	**63.97**	**-32.28**
Total (City Heights)	**122.80**	**215.97**	**223.90**	**7.93**
EASTERN AREA				
Mini-Parks				
East San Diego Adult Rec. Club	0.25	0.25		
Rolando	0.07	0.07		
Rolando Park School	0.06	0.06		
Proposed	0.00	9.50		
Neighborhood Parks				
50th Street	0.00	0.66		
Clay Elementary School	2.30	2.30		
Clay Park	2.48	2.48		
Kalmia Street	0.00	8.20		
Mann Middle School	3.90	3.90		
Oak Park	3.46	3.46		
Other Existing Schools (est.)	0.00	18.00		
Proposed Schools (est.)	0.00	5.00		
Subtotal	**12.52**	**53.88**	**64.31**	**10.43**

TABLE 2
ACREAGE OF PARK NEEDS (continued)

	Existing/ Programmed (acres)	Proposed (acres)	General Plan Standard (acres)	Deficiency (acres)
Community Parks				
(see Resource-Based Parks below)	0.00	11.1		
Subtotal	**0.00**	**0.00**	**25.72**	**25.72**
Total (Eastern)	**12.52**	**53.88**	**9.03**	**36.15**
KENSINGTON-TALMADGE				
Mini-Parks				
Proposed	0.00	4.00		
Neighborhood Parks				
Franklin Elementary School	1.42	1.42		
Kensington Library	0.57	0.57		
Kensington-Talmadge Park	0.00	5.00		
Proposed Schools (est.)	0.00	5.00		
Subtotal	**1.99**	**15.99**	**28.98**	**12.99**
Community Parks				
(none)	0.00	0.00		
Subtotal	**0.00**	**0.00**	**11.59**	**11.59**
Total (Kensington-Talmadge)	**1.99**	**15.99**	**40.57**	**24.58**
NORMAL HEIGHTS				
Mini-Parks				
Kenmore Terrace	0.16	0.16		
North Mountain View	0.25	0.25		
Proposed	0.00	5.00		
Neighborhood Parks				
34th Street	0.05	5.10		
40th Street (est.)	0.00	5.00		
Adams Park	1.47	6.50		
Adams Elementary School	2.13	2.13		
Proposed Schools (est.)	0.00	5.00		
Subtotal	**4.06**	**29.14**	**34.28**	**5.14**
Community Parks				
39th Street	4.00	9.00		
Subtotal	**4.00**	**9.00**	**13.71**	**4.71**
Total (Normal Heights)	**8.06**	**38.14**	**47.99**	**9.85**
TOTAL (MID-CITY)				
Mini/Neighborhood/Community Parks	145.37	323.98	402.49	78.51
Chollas Lake Park System	12.00	95.00		
Resource-Based Parks				
Chollas Lake Park System	134.06	187.18		
	146.06	**282.18**	**2,156.19**	**1,874.01**

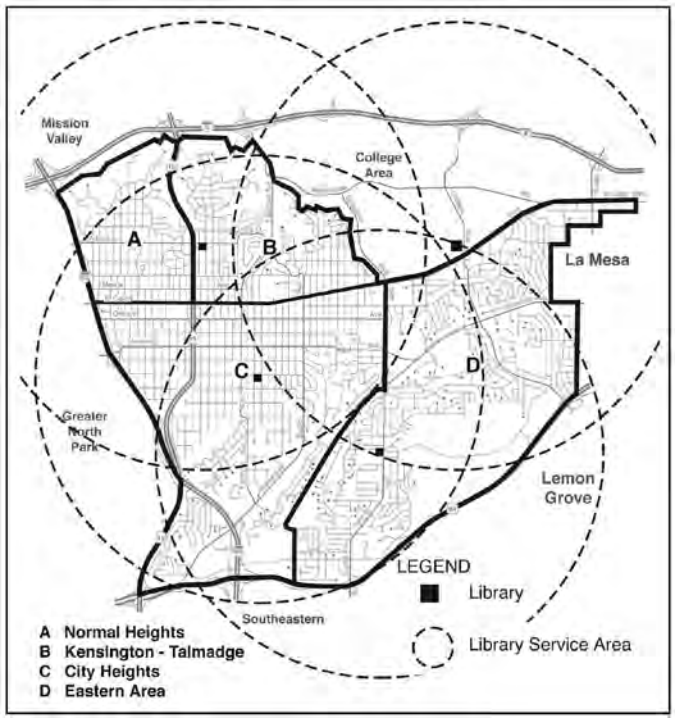
FIGURE 21. PARK RECOMMENDATIONS



1. Adams Park
2. 39th St. Community Park
3. Kensington Library Park
4. Teralta Park (SR-15 Cover)
5. Park de la Cruz
6. Azalea Park
7. Hollywood Park
8. Mid-City Athletic Area
9. Oak Park
10. City Heights Village Community Park
11. Colina del Sol Community Park
12. Clay Elementary School Park
13. Chollas Park and Recreation Center
14. Proposed Chollas Triangle Neighborhood Park

LIBRARIES

There are currently branch libraries in Kensington, Oak Park, and the recently expanded and relocated City Heights branch. General Plan standards call for a minimum of one branch library per 30,000 residents, with a typical size of 10,000 to 15,000 square feet. Given Mid-City's 1990 population of 132,466, and considering the small size of the existing facilities, the expansion of at least one of the three existing branches is needed, along with the addition of a fourth branch.



Vision: A high level of library service providing residents with a convenient, comprehensive selection of printed and electronic resources.

Goal

- To provide additional facilities and services to meet General Plan standards.

Recommendations

- Expand library facilities as shown in **Table 3.**
- Maintain the Kensington-Normal Heights Library at its central location in Kensington and expand at that site to the extent feasible without significantly impacting the surrounding park. In spite of its substandard size by General Plan standards, this branch should remain open after the addition of the Normal Heights branch due to Mid-City's high-density, overcrowded schools, and inadequate parks. This branch also has a high level of pedestrian access and strong neighborhood support both in volunteers and private funding. Due to its size constraints, consideration may be given to adding unique library services at this facility.
- Provide an additional branch library in Normal Heights or the northern area of City Heights. The location and size of the facility should be planned in conjunction with the potential for expansion of the Kensington branch, so that the two libraries together adequately serve the western and central portion of the Mid-City community.
- Expand the Oak Park Library to meet General Plan standards.

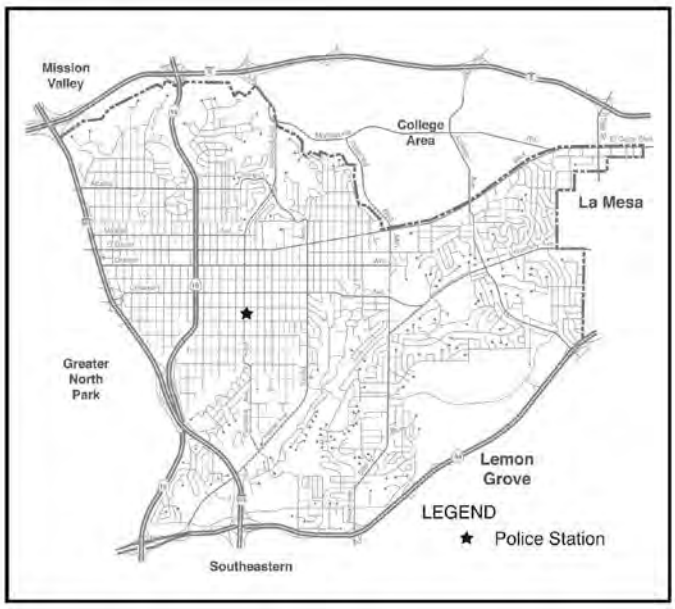
TABLE 3
LIBRARY NEEDS

	Existing Facilities (square feet)	Proposed Facilities (square feet)
Normal Heights	—	15,000
Kensington/Talmadge	2,318	5,000
City Heights	15,000	15,000
Eastern Area (Oak Park)	5,200	15,000
Total	**22,518**	**50,000**

POLICE AND PUBLIC SAFETY

The Mid-City Police Substation recently opened in City Heights, adding to Mid-City's two police storefronts and several neighborhood satellite offices.

Police officers are involved in community projects such as environmental design to help make neighborhoods safer, security conferences, a prostitution task force, community forums to diffuse racial tensions, and juvenile programs. Ongoing neighborhood watch programs are also helping to reduce what had become a serious crime problem in some Mid-City neighborhoods.



Vision: A community where residents and visitors are safe and can feel secure in their everyday activities.

Goal

- To reduce criminal activity significantly, especially violent crimes, to below the City average.

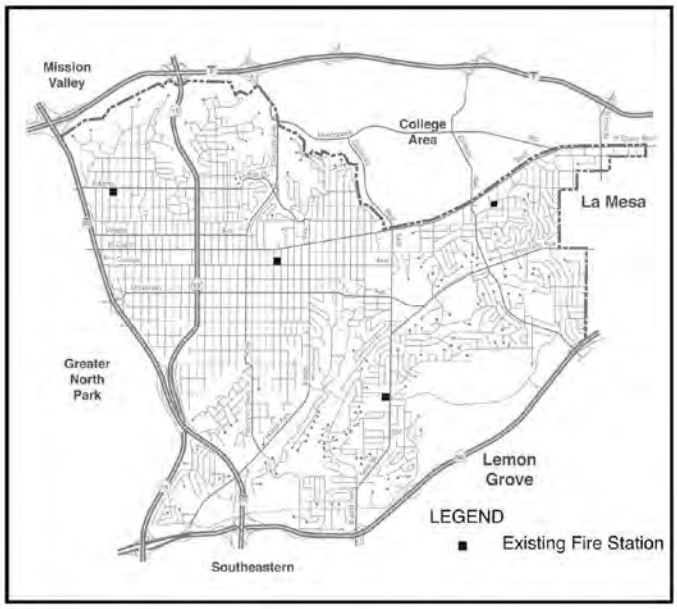
Recommendations

- Maintain a high level of police presence, including the expansion of foot patrols.
- Extend Neighborhood Watch activities to all areas.
- Establish additional satellite and storefront locations to better understand and serve the changing populations of Mid-City.
- Continue conversion of "yellow" (low-pressure sodium) streetlights to "white" (white low-energy consumption street lighting).
- Expand opportunities for citizen participation in the improvement of neighborhood security.

FIRE AND LIFE SAFETY

There are four fire stations serving Mid-City:

- Station 10 in Rolando at 4605 62nd Street;
- Station 17 in City Heights at 4206 Chamoune Avenue;
- Station 18 in Normal Heights at 4676 Felton Street; and
- Station 26 in Oak Park at 2850 54th Street



There are four additional stations near Mid-City to the west and south. Response time for all four Mid-City stations is less than eight minutes for 85 percent of fire engine responses and twelve minutes for 94 percent of paramedic ambulances. The City performance measures are for the Fire Department to arrive at non-medical incidents within an average time of six minutes and for medical emergencies within eight minutes 90 percent of the time. Neither of these performance measures is being met at this time.

Vision: A high level of fire protection and life safety services.

Goals

- To achieve and maintain a high level of fire and life safety services throughout the community.
- To eliminate fire dangers, particularly in canyon areas.

Recommendations

- Provide fire prevention programs at all Mid-City schools.
- Enforce weed and litter abatement and brush management on vacant lots and canyons.
- Upgrade facilities for fire and life safety as needed.
- Continue to monitor water pressure and upgrade as needed.

COMMUNITY SERVICE CENTER

Community Service Centers provide convenient location for residents to obtain a variety of City services, and support other neighborhood programs, including meeting space for community groups.

The Mid-City Community Service Center will be located in the City Heights Urban Village. Another Community Service Center, serving the eastern neighborhoods, is located at 2850 54th Street.

Vision: A centrally located civic center facility providing all needed City-related services.

Goal

- To determine and provide as many needed services as feasible.

Recommendations

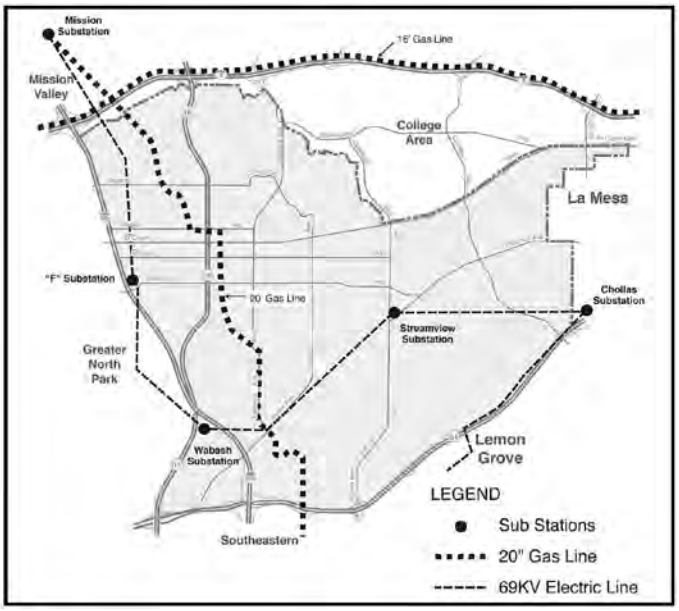
- A new Community Service Center should be established to serve the Eastern Area. The Oak Park Branch Library should be considered as a location if the library is relocated.
- Monitor community needs and adjust services as appropriate.
- Community Service Center activities should be coordinated and, to the extent possible, co-located with the offices of other public agencies active in the Mid-City.

UTILITIES

Deregulation of the public utilities industry has introduced competition in the provision of telephone, gas and electricity services.

Existing gas and electric distribution facilities include three electric distribution substations, two gas transmission mains, and several major electric transmission lines.

Local telephone infrastructure includes three wire centers. Expanding wireless telephone service providers continue to develop analog and digital wireless transmission infrastructure.



Undergrounding of electrical distribution lines and telephone lines along major streets is jointly financed by the City and SDG&E. Priorities for undergrounding are based upon amount of traffic, congestion of wires, and major scenic routes. Mid-City streets currently programmed for undergrounding include the City Heights Urban Village project and portions of College Grove Drive, Fairmount Avenue, and Federal Boulevard.

Vision: A continued high level of service from facilities which are compatible with surrounding development.

Goal

- To provide adequate and reliable utility service while ensuring that public utilities facilities are not disruptive to the community.

Recommendations

- Consider impacts of energy and communication facilities on adjacent uses.
- Continue the undergrounding of overhead lines. Establish guidelines for the timely removal of utility poles once underground facilities are in place.
- Use all available means to conceal communication antennas from view.
- Co-locate public utility infrastructure to the maximum extent possible.

- Provide SDG&E, the City, and the community the opportunity to review projects that may impact SDG&E facilities, including drainage impacts and encroachment on rights-of-way, to identify and resolve potential conflicts.
- Establish a project review process whereby the community and all agencies responsible for the development and maintenance of facilities in, or beneath, the public right-of-way have the opportunity to coordinate activities and identify and resolve potential conflicts.
- Establish fiber-optic and cable services for digital networks.

WATER AND SEWER

Water and sewer facilities west of 54th Street were built in the early part of the 20th century and are becoming obsolete. Blockages and breaks are aggravated by inadequate slopes, inhibiting efficient drainage. Sewer lines and water mains in the Eastern Area are considered adequate, although low water pressure is frequently reported in the neighborhoods south of University Avenue. A main replacement program which will improve water pressure and reliability of service in Mid-City is currently underway.

Vision: Consistent and adequate water and sewer service.

Goal

- To provide a water and sewer system that has been upgraded to meet current standards.

Recommendations

- Aggressively pursue the main replacement program.
- Upgrade and make corrections to address existing problems of low water pressure.
- Address recurrent roadway flooding problems by improving surface and/or subsurface drainage facilities.

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IV-G TRANSPORTATION ELEMENT

The transportation network of Mid-City consists of vehicular, bicycle, pedestrian and mass transit components. The transportation network services the internal community with links to the adjacent communities, and the regional freeway system.

Since the adoption of the last community plan in December of 1984, the Mid-City community has experienced many changes in traffic and transportation characteristics. The construction of SR-15 in particular will result in significant changes to traffic circulation and improvements to transit access.

Traffic Circulation

Parking

Mass Transit

Bikeways

Pedestrian Circulation

Bikeways

TRAFFIC CIRCULATION

BACKGROUND

STREET SEGMENTS

About half of the Mid-City planning area has been developed on a rectilinear grid of streets. The portion which does not have a grid pattern at the block level does have a grid system of major streets.

In some locations, based on existing roadway classifications and daily traffic volumes, these roadway segments exceed the maximum desirable traffic volumes that are derived from the City's Traffic Impact Study Manual. **Figure 23** illustrates the existing congested street segments and intersections in Mid-City.

Figure 22
Existing Daily Traffic Volumes

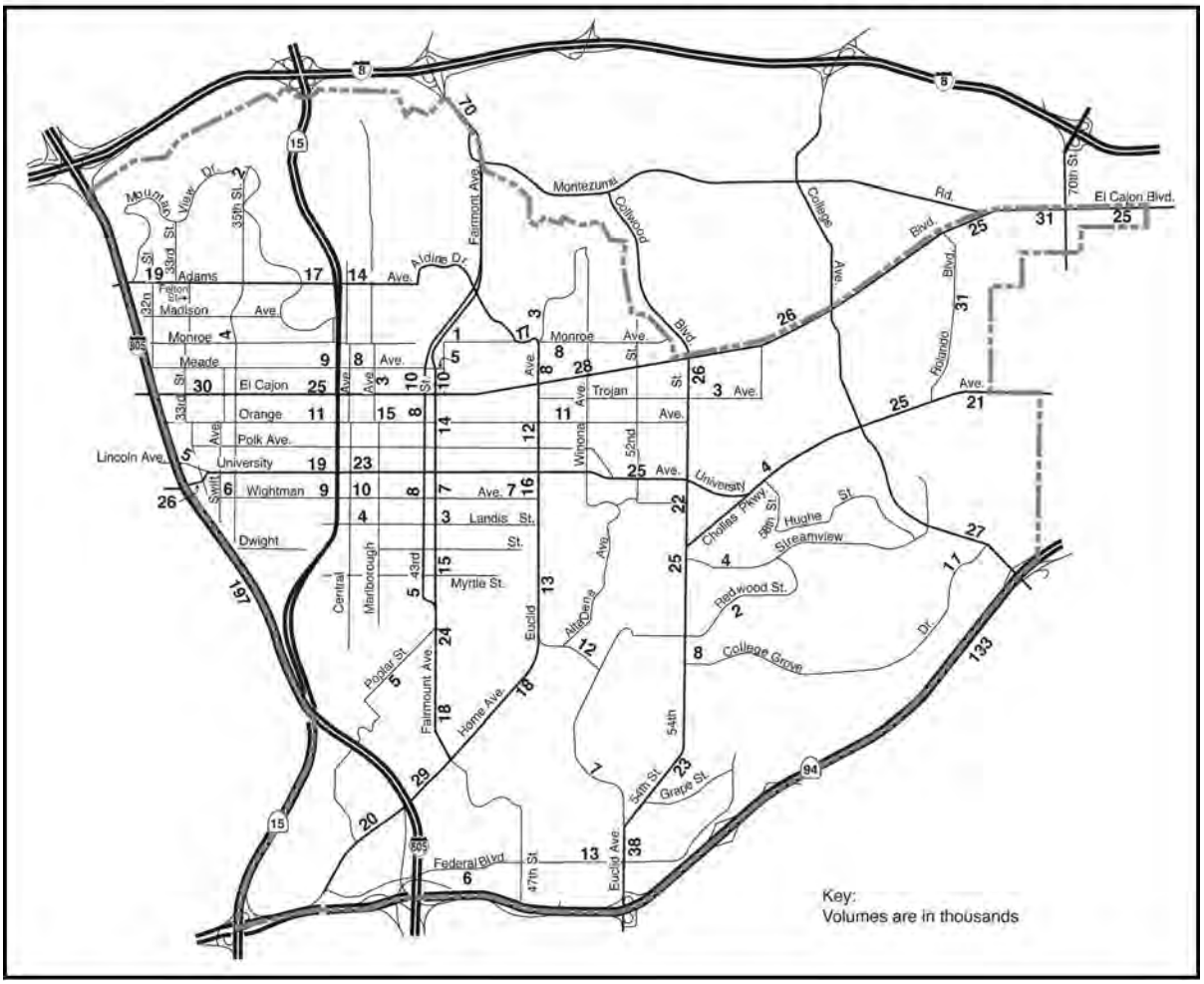
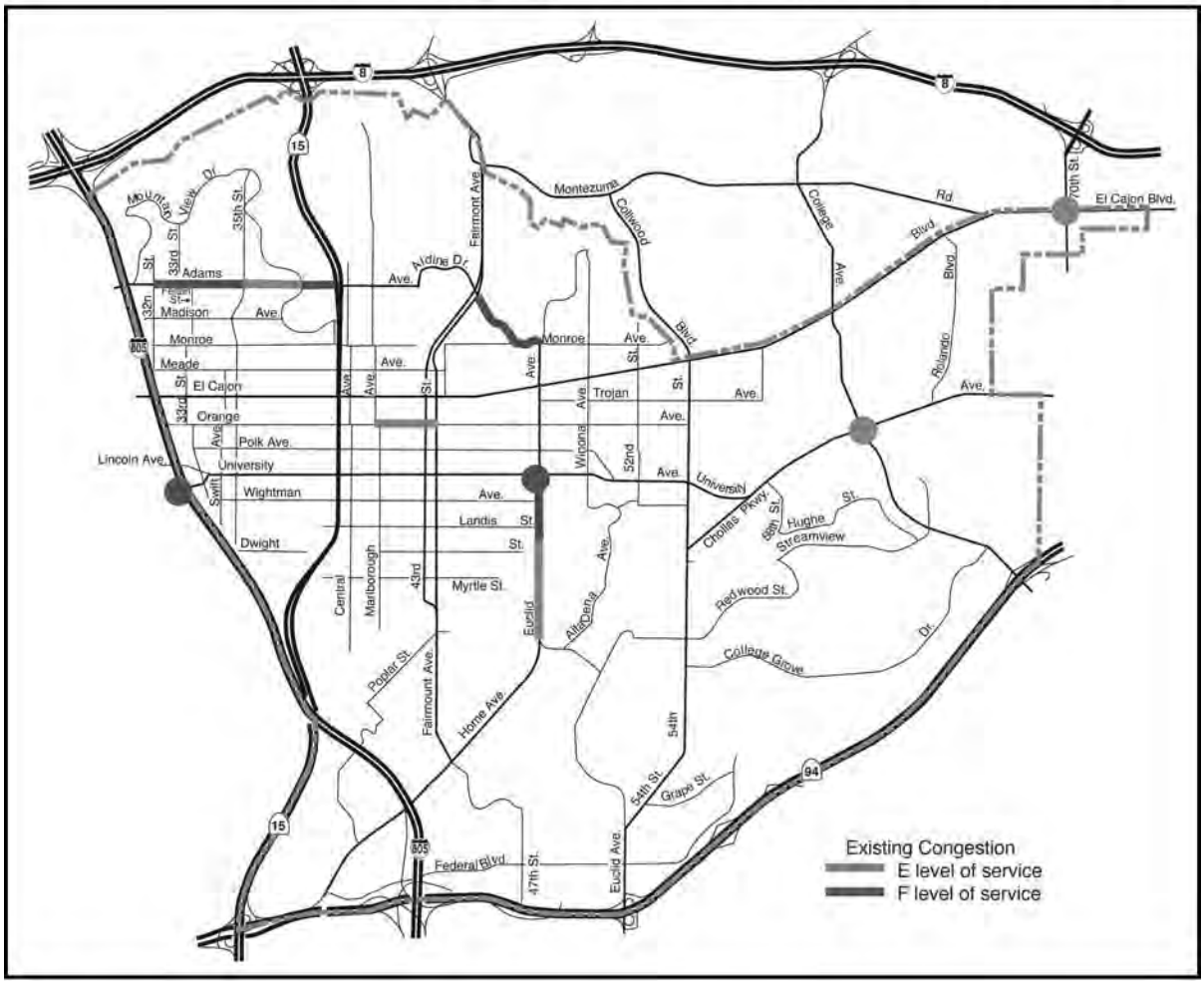


Figure 23

Existing Congested Street Segments and Intersections



INTERSECTIONS

Traffic signals are devices that assign right-of-way for the orderly movement of motorists and pedestrians, increase traffic handling capacity of an intersection, reduce the frequency of certain types of accidents, and can be used to stop the heavy traffic at specified intervals to allow other vehicular and pedestrian traffic to enter the intersection. In addition, under favorable conditions, traffic signals may be coordinated to provide a more efficient continuous traffic movement along a street.

Intersection conditions are measured by the concept of "level of service" (LOS) which is a qualitative measure describing operating conditions within a traffic stream and their perception by the motorists. They are ranked from “A” to “F” with level “A” representing the best operating conditions and level of service “F” the worst. In urbanized areas of this City such as the Mid-City Community Planning area levels of service E and F are considered congested and are undesirable.

The intersections shown below presently have a level of service (LOS) D or worse during the PM peak hour.

- University Avenue and College Avenue (LOS: E)
- El Cajon Boulevard and 70th Street (LOS: E)
- University Avenue and Euclid Avenue (LOS: F)
- University Avenue and Boundary Street (LOS: F)

The intersections that have LOS E or F are considered congested and undesirable. **Figure 23** depicts the existing congested intersections in Mid-City.

Vision: A functioning multi-modal transportation system that connects to the larger regional system and a sensible traffic plan that enhances neighborhood quality and cohesiveness.

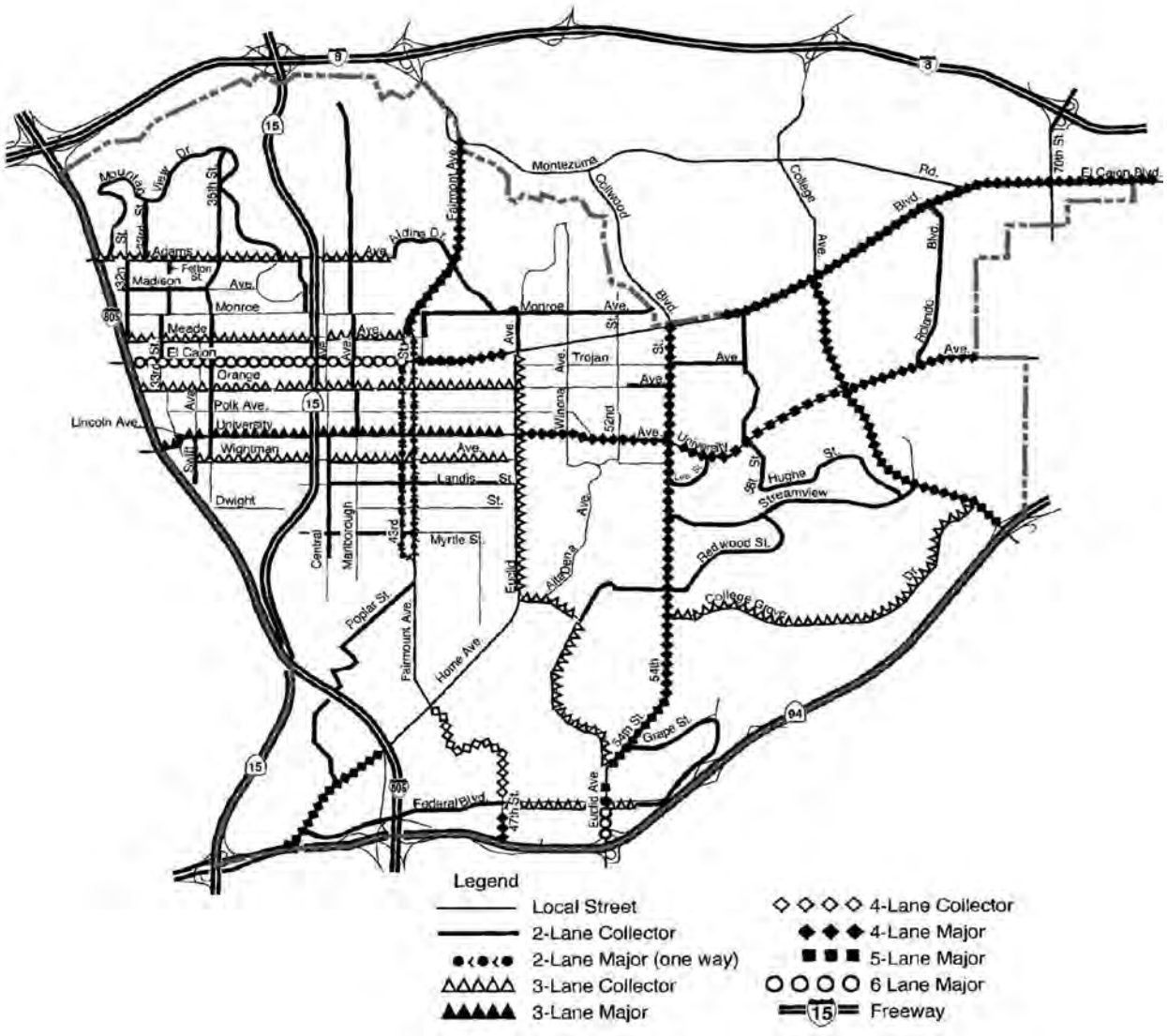
FUTURE CONDITIONS

In order to analyze future traffic, two sets of capacity analysis were conducted:

1. Street segment capacity analysis
2. Intersection capacity analysis

The future daily traffic volumes for each street network alternatives were compared to the carrying capacities of the adopted community plan street classifications based on the City's level of service criteria for street segments. For urbanized areas of the City, including the Mid-City Community Plan area, street segments with levels of service worse than D (i.e., E and F) are considered congested and undesirable.

FIGURE 24. FUTURE RECOMMENDED STREET NETWORK



Streets and Highways

With the exception of State Route 15, which is to be completed, the existing system should be maintained and operational improvements made. Recommendations are based on a proven need to increase efficiency and accommodate planned growth.

The recommended future street network is shown on **Figure 24**. The future daily volumes are shown on **Figure 25**.

Goal

- To provide an adequate traffic circulation system that is balanced with the character and multi-modal tendencies of the community.

Recommendations

Recommended transportation improvements are shown on **Figure 26**.

33rd Street

- Upgrade to a two-lane collector street between North Mountain View Drive and Adams Avenue.
- Upgrade to a two-lane collector street between El Cajon Boulevard and Monroe Avenue.

40th Street

- Downgrade to a two-lane collector street between North Mountain View Drive and Adams Avenue.
- Terminate at intersection with Monroe Avenue and vacate between Monroe Avenue and Meade Avenue when feasible.

43rd Street

- Maintain as a two-lane collector street one-way southbound.

Chollas Parkway

- Vacate the street between 54th Street and University Avenue to allow for the development of a neighborhood park and the restoration of Chollas Creek consistent with the Chollas Creek Enhancement Program.

Lea Street

- Improve Lea Street to a two-lane collector connecting to University Avenue at Promise Drive.

College Grove Drive

- Reduce width to a three-lane collector street (one lane in each direction with a continuous center left-turn lane) between 54th Street and College Grove Way.

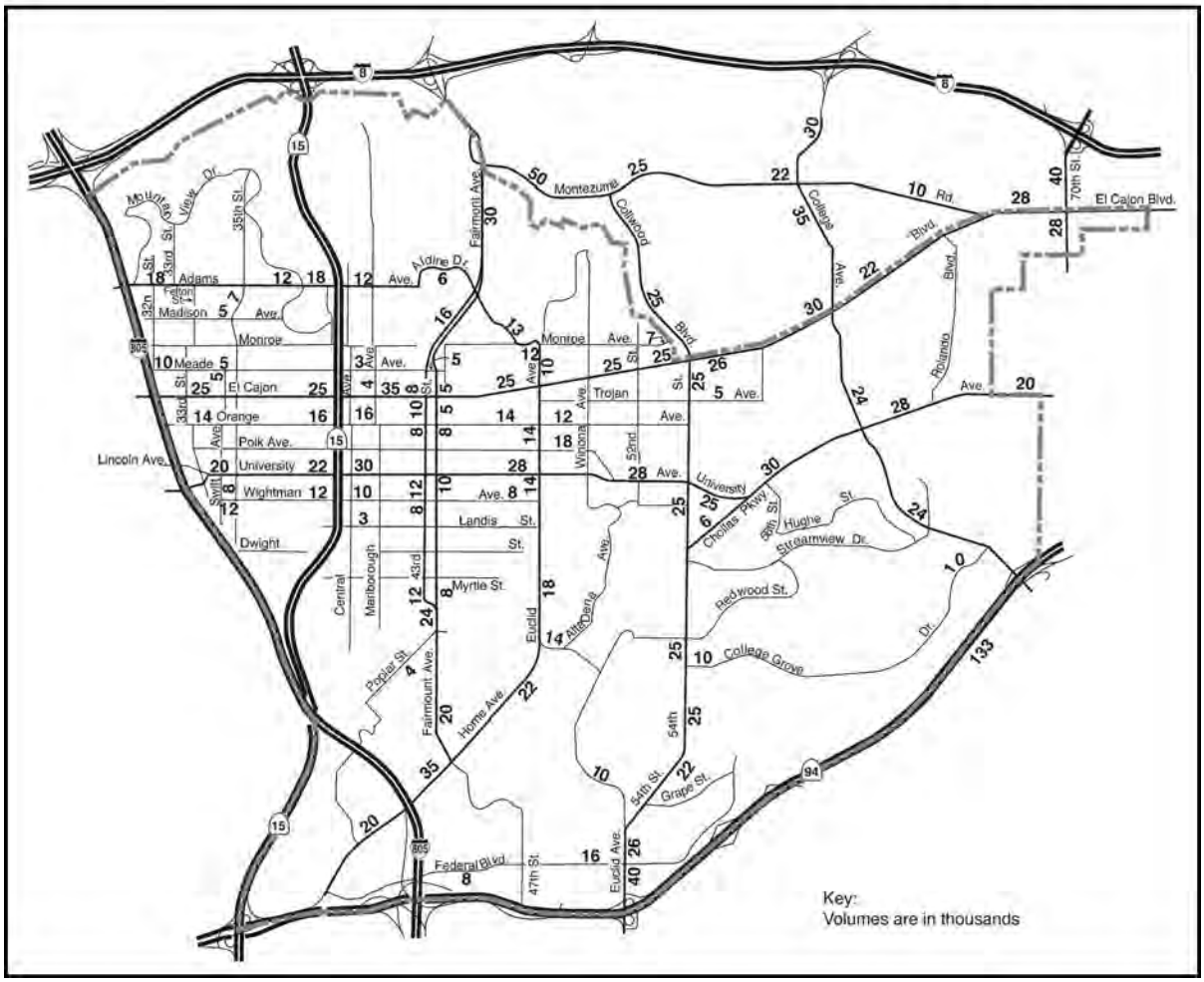
College Grove Way

- Work with Caltrans on the proposed eastbound on- and off-ramps from SR-94 to College Grove Drive as recommended in the College Grove Redevelopment Area Plan.

Euclid Avenue

- High future volumes necessitate upgrading to a three-lane collector street from Monroe Avenue to Westover Place. Widening is necessary south of El Cajon Boulevard but it should not be undertaken until redevelopment occurs and there should be no narrowing of sidewalks. There should be no street vacations or loss of right-of-way.
- Widen to a six-lane major street south of Federal Boulevard.

Figure 25
Future Daily Volumes



Fairmount Avenue

- Change to a two-lane, one-way street northbound between El Cajon Boulevard and the intersection of 43rd Street and Fairmount Avenue.

Home Avenue

- Widen to a four-lane collector street between Euclid Avenue and Fairmount Avenue as adjacent properties develop.
- Improve the median and length of left-turn pockets between 54th Street and Federal Boulevard.

Hughes Street

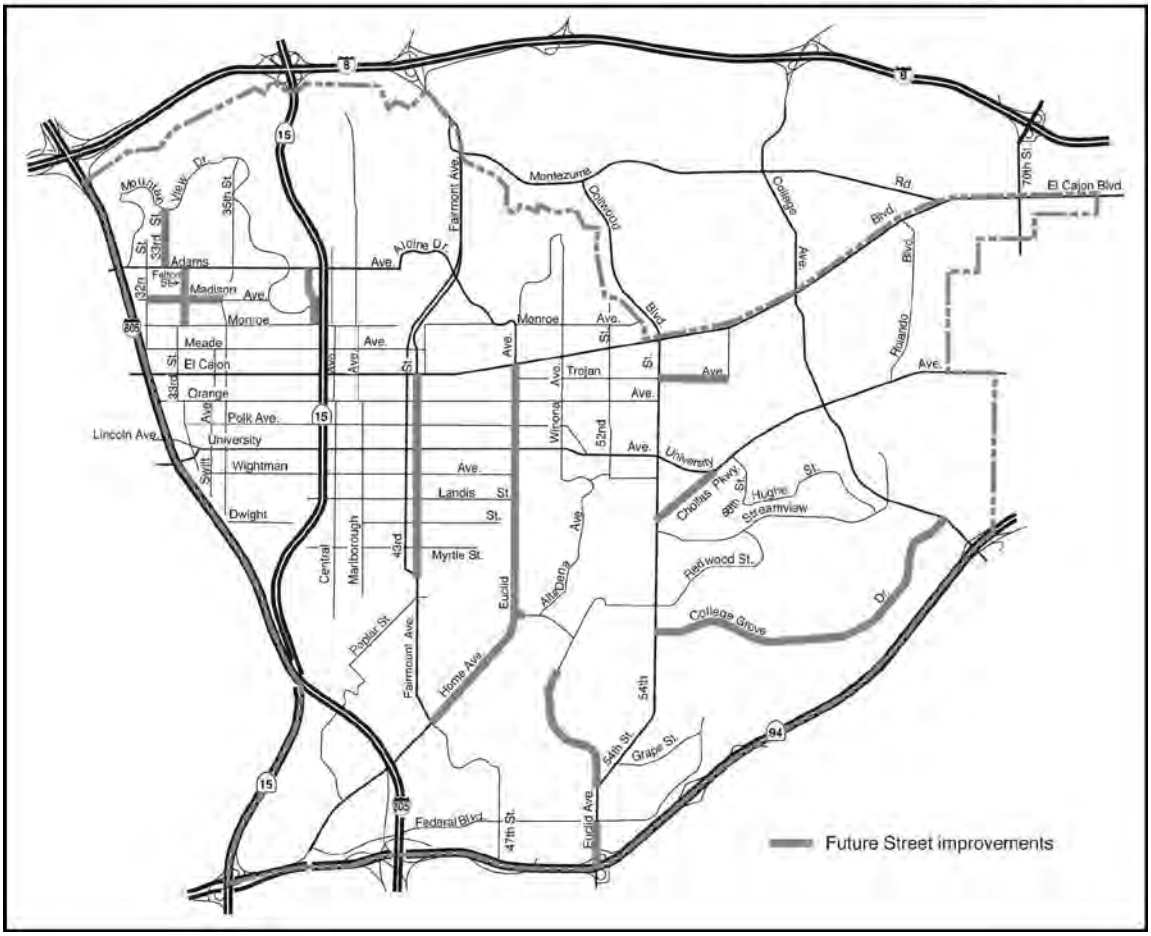
- Identify as a two-lane collector street between 58th Street and Streamview Drive.

Madison Avenue

- Upgrade to a two-lane collector street between I-805 On-Ramp to 35th Street.

Figure 26

Transportation Improvements



University Avenue

- Maintain University Avenue as a three-lane major street between I-805 and Euclid Avenue.

Other additional roadway improvements may be necessary to reduce congestion as shown on **Figure 27**.

INTERSECTIONS

Required intersection improvements to bring intersection levels of service to D or better are as follows:

Federal Boulevard/Euclid Avenue

- Widen southbound Euclid Avenue to provide one left-turn, two through, and a shared right and through lane. Widen eastbound Federal Boulevard to provide two left-turn, one through, and one shared right and through lane.

I-805 Southbound On-Off Ramps/Home Avenue

- Widen westbound approach (Home Avenue) by narrowing and relocating the median, to provide two left-turn and two existing through lanes.

El Cajon Boulevard/70th Street

- Widen El Cajon Boulevard to provide two eastbound left-turn lanes.

University Avenue/Euclid Avenue

- Widen eastbound University Avenue to provide one left-turn, two through, and one right-turn lane as redevelopment occurs.
- There should be no narrowing of sidewalks. Widen northbound Euclid Avenue to provide one left-turn, one through, and one right-turn lane.

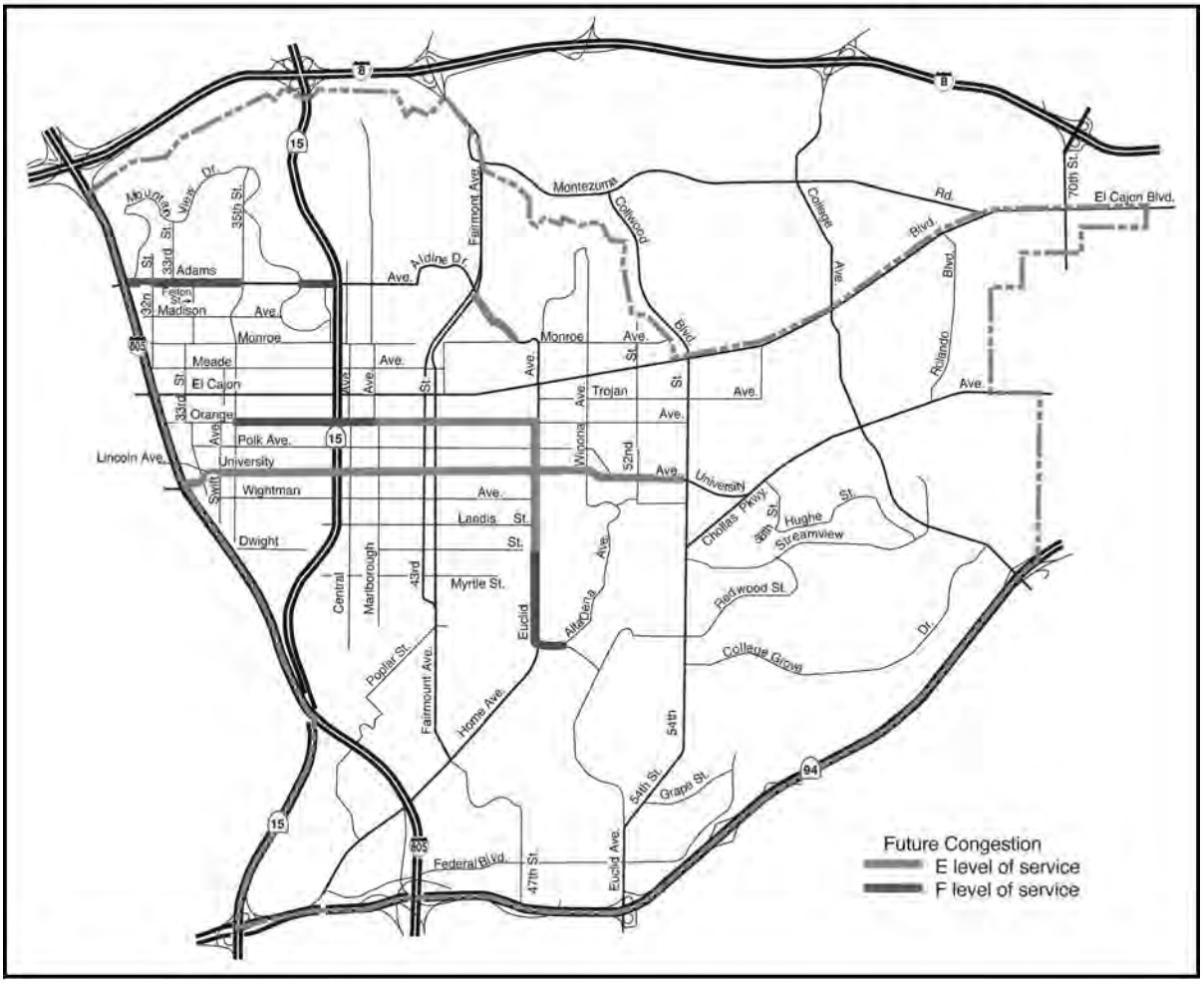
University Avenue/Boundary Street

- Widen the northbound Boundary Street to provide one left-turn lane, one through lane and one right-turn lane.

FUTURE CONGESTION

At the buildout of the community, after implementation of the plan recommendations, several streets would still operate at levels of service E and F, as shown on **Figure 27**.

Figure 27
Future Congestion



PARKING

As a result of historical development patterns, changed demographics and current parking needs, the Mid-City community faces problems with the quantity, location and safety of its existing parking supply. The older, predominantly single-family areas were developed with parking standards that were appropriate for the early 20th Century, but do not meet current demands, even in areas that have remained single-family neighborhoods.

Furthermore, the widespread introduction of multifamily development in single-family dwelling neighborhoods and increases in the average number of residents per multifamily dwelling unit exacerbated the already insufficient supply of parking.

Although commercial areas have an adequate supply of parking, its location and configuration is unsuited to the needs of current businesses. Moreover, security is compromised by large, empty areas devoid of activity in the evening and off-peak hours.

Vision: Adequate, appropriately located and safe parking to service Mid-City.

Goal

- To provide parking that is adequate for its intended use, but that does not produce negative impacts on community character by providing an oversupply of parking.

Recommendations

- The character and viability of commercial development should be considered in the development and application of parking requirements.
- Locate parking so as to minimize impacts on pedestrians.
- Encourage opportunities to share parking among various uses.
- Pursue the establishment of parking districts to provide public parking facilities and services, financed by such devices as in-lieu fees, parking meters and parking permits.
- Where private off-street parking is inadequate, consider the provision of diagonal on-street parking to increase the total supply of parking spaces.
- Locate larger parking areas strategically in relation to transit stops to enhance transit usage.

MASS TRANSIT

BACKGROUND

The San Diego Metropolitan Transit System (MTS) operates the system of buses and the trolley or Light Rail Transit (LRT). They are overseen by the Metropolitan Transit Development Board (MTDB).

The Mid-City community is considered a high-density population center. Many major activity centers are located nearby, including Centre City, Balboa Park, Qualcomm Stadium, Mission Valley, and San Diego State University. A large percentage of the Mid-City population is transit-dependent, especially senior citizens and low-income residents. This is especially true in the higher population density areas, where up to 24 percent of households are without a vehicle compared to ten percent citywide, and over ten percent use transit to get to work, versus four percent citywide.

Public transit is presently provided at levels equivalent to or better than elsewhere in the City.

Vision: An efficient transit system that features fixed rail, electric buses and intracommunity shuttles.

BUS

Mid-City has a very high level of bus transit service as shown on **Figure 28**. Bus service is provided on three major east-west corridors: El Cajon Boulevard, University Avenue, and Adams Street. North-south service is provided on: Fairmount Avenue, 54th Street, and College Avenue.

RAIL

Fixed rail transit has been studied in the past for El Cajon Boulevard and has not been found to be viable.

Goals

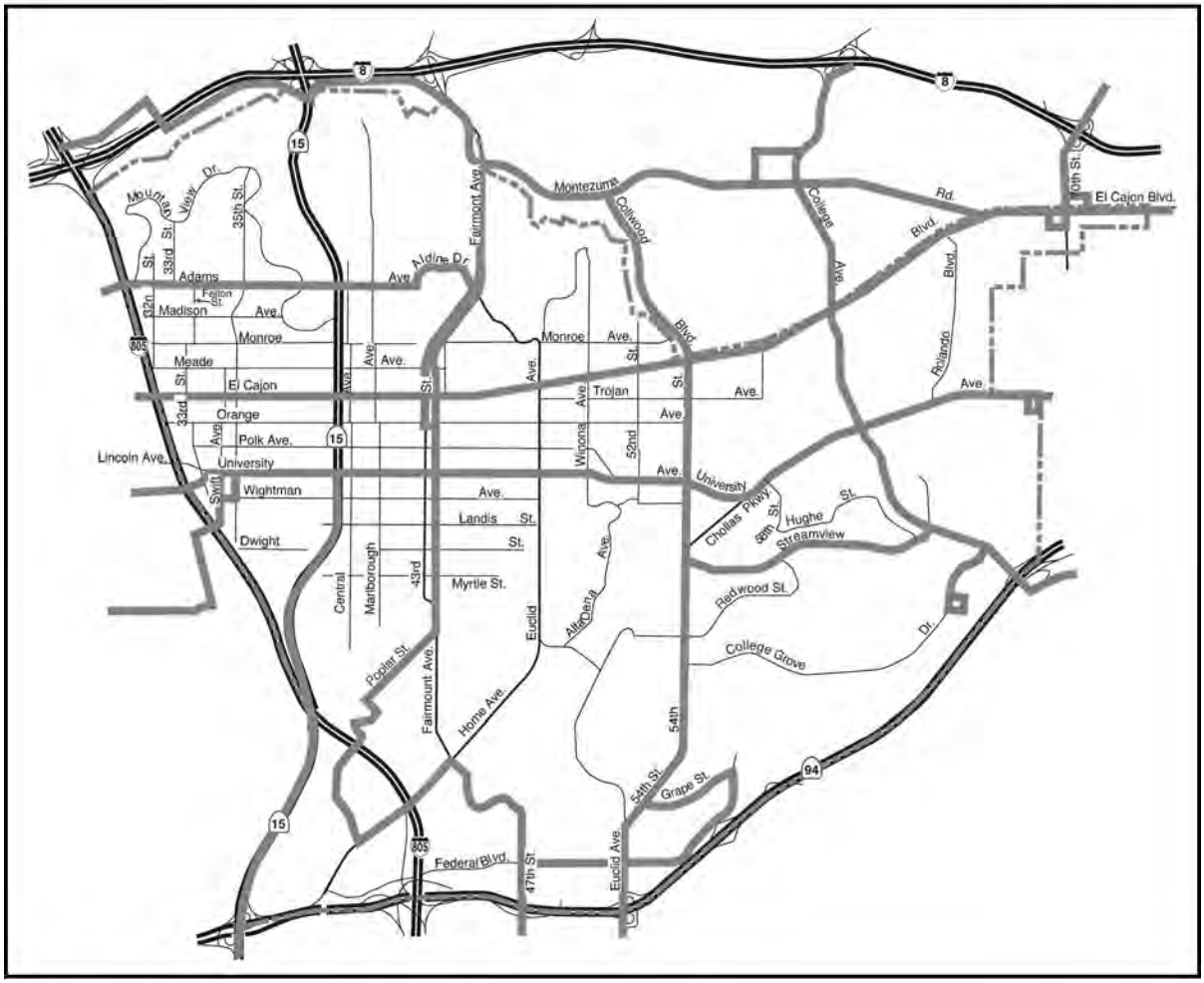
- To provide accessible public transit service for all residents, employees, shoppers and visitors to Mid-City.
- To provide a high level of public transit service along major corridors.
- To provide direct public transit access to major regional employment centers.

Recommendations

- Provide fixed rail transit on I-15 as soon as possible (currently under study by MTDB).

- Reevaluate the feasibility of a fixed rail transit corridor along El Cajon Boulevard or adjacent east-west streets.
- Consider the expansion of express bus service in Mid-City, linking the population centers to major activity centers in San Diego.
- Enhance existing urban level bus service to the extent possible by increasing the frequency of service, adding express service, reducing headway between buses, allowing buses to preempt traffic signals, and improving transit stops and surfacing of streets along bus routes.
- Consider the feasibility of restoring the fixed rail service on University Avenue between I-805 and Euclid Avenue, or provide a "rubber tire trolley" service.
- Provide bus shelters on all transit corridors.
- As a major north-south transit route, there should be no reduction in service along 54th Street.

Figure 28
Bus Routes



PEDESTRIAN CIRCULATION

BACKGROUND

The density and mixture of land uses put residents in close proximity to multiple destinations, allowing walking to be a significant mode of transportation. Pedestrian activity also contributes to the viability of public transit in Mid-City.

Pedestrian travel is accommodated by a sidewalk system along most streets in the community.

Vision: Encourage and enhance pedestrian and bicycling as effective modes of personal transportation.

Goal

- To provide adequate sidewalks and paths.

Recommendations

- Sidewalks should be provided along all street frontages except in steep hillside areas where there is no access to adjoining properties.
- Sidewalks in commercial areas should be paved to the curb with trees spaced along the curb, and extend from the curb to the property line, generally ten feet to 14 feet wide.
- Sidewalks that are replaced in residential areas should maintain the same location with respect to the curb.
- Sidewalks should not be reduced in width through street widening, encroachments, or by other means.
- Provide a sidewalk on the Euclid Avenue bridge over Chollas Creek.
- Cover the curb returns at the drainage channel outlets on Chollas Road and Chollas Parkway.
- All sidewalks with high pedestrian usage should be lighted with pedestrian-oriented streetlights.
- Provide adequate security for pedestrians with lighting and design of landscaped walkways to ensure visibility.
- Street trees should provide maximum shade and be equally spaced.
- Closing streets is discouraged. If a street is closed, to the extent possible, pedestrian and bicycle access should be maintained.
- Garages should face alleys where available or should be set back from the front of the principal structure.
- Private streets and gated developments are discouraged.

- Provide direct pedestrian access from sidewalks to storefronts and residential units where feasible.
- Provide a pedestrian orientation in commercial areas with storefronts and display windows close to sidewalk.
- To the extent possible, encourage implementation of traffic calming programs to reduce vehicle speeds through residential neighborhoods.
- Systematically upgrade deteriorating sidewalks, curbs, and gutters.
- Historic scoring patterns and ID stamps should be retained or duplicated when sidewalks are replaced.

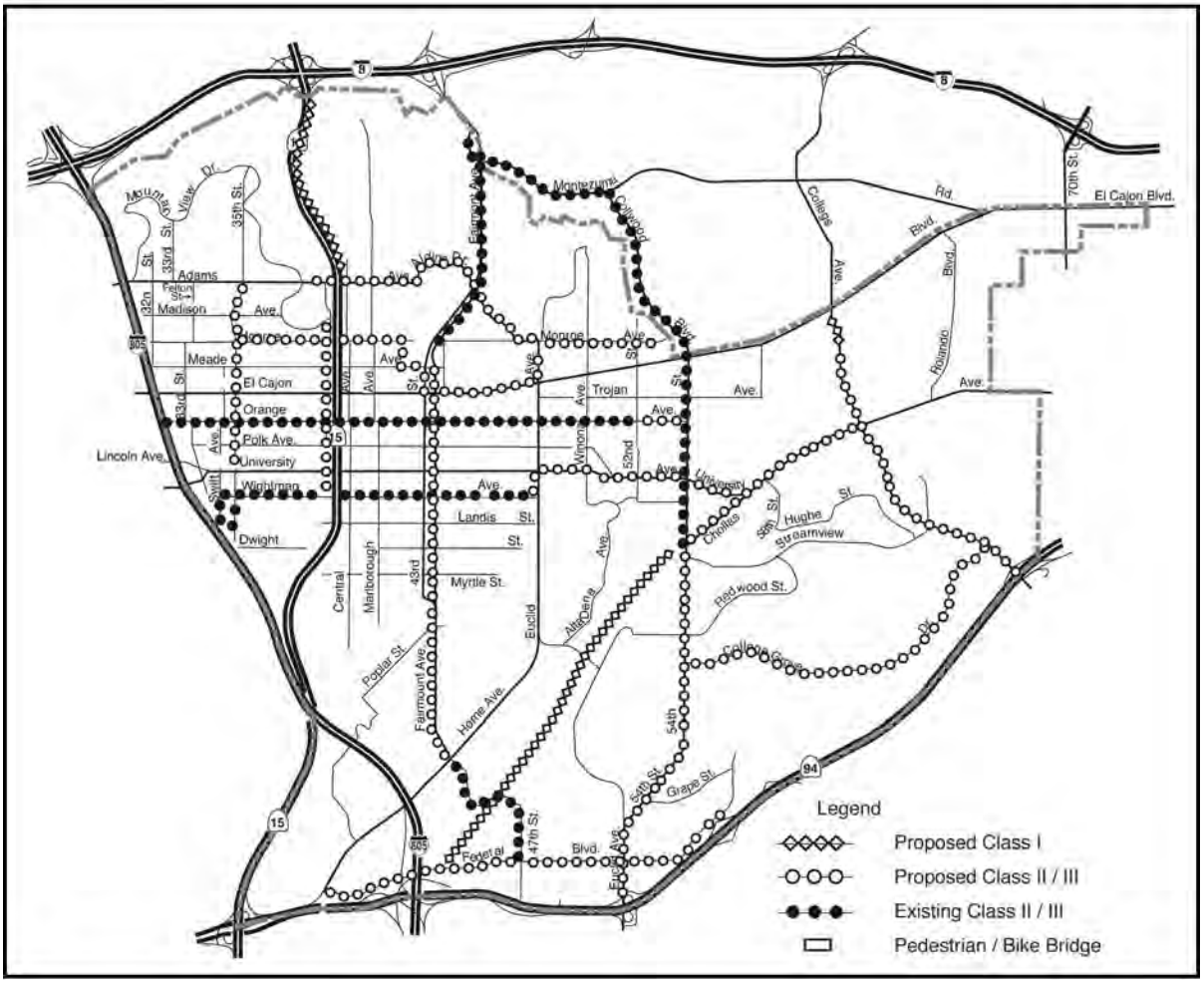
BICYCLE SYSTEM

The existing and proposed bicycle system within the Mid-City Community Plan area is shown in **Figure 29**.

The City has three classifications of bikeways.

The bikeway types and bicycle facilities classifications are shown in **Appendix B**. The pedestrian/bikeway bridge over SR-15 at Monroe Avenue should be a minimum of 12 feet wide.

Figure 29
Bikeways



V. IMPLEMENTATION

Several significant short- and long-term efforts are necessary to ensure implementation of this community plan. These will involve continuing commitment on the part of the City, other governmental agencies, local residents and businesses to enhance and market the Mid-City communities as dynamic 21st Century models. Significant public investments will be required to correct existing public facility deficiencies, and major new funding resources must be sought and created to make up for the present financial shortfall. In addition, regulatory changes will be needed to stabilize neighborhoods and balance population-to-public resource availability, building on existing positive features of the communities.

Monitoring

Development Regulations

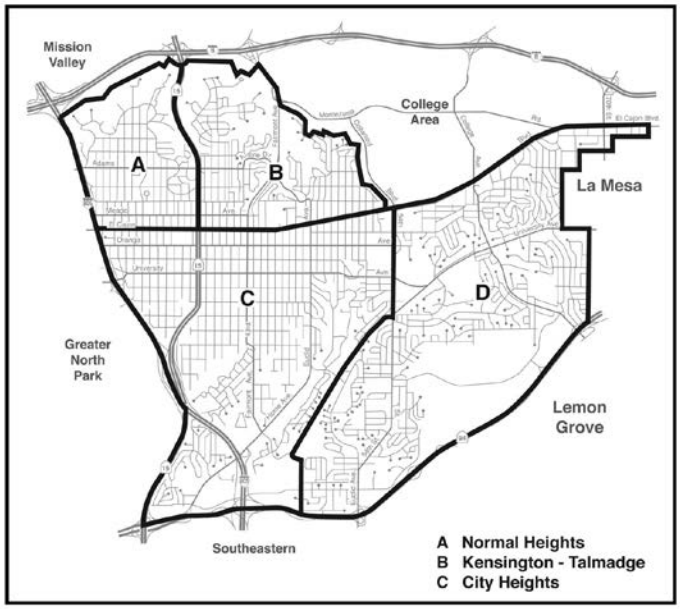
Public Transit

Financing Plan

Redevelopment

Revitalization

BACKGROUND



Mid-City has historically had a shortage of public facilities, especially schools, parks, libraries, and regional transit. This shortage has been exacerbated by high levels of growth in the 1970s and 1980s, prompting the community to initiate this Plan update effort. The challenge is to stabilize growth in both the short-term and long-term to the point that facility needs can be fully addressed. The result can be a community that is very desirable to live in and in which to do business, a community that is competitive in all respects with suburban communities for business development and job growth. Existing efforts such as community involvement in Business Improvement Districts and school improvements need to continue and expand into all areas of need and to include all elements of the pubic and private sector.

Vision: A community that provides a complete range of activities, facilities, and economic development for families, and is competitive with the best suburban neighborhoods in the region.

MONITORING

The four recognized Mid-City community planning groups—Normal Heights, Kensington-Talmadge, City Heights, and the Eastern Area—should continue to oversee the implementation of the Mid-City Community Plan.

Recommendations

- Working together, the recognized community planning groups and City staff should:
  - Initiate actions to implement Plan proposals.
  - Monitor development activity for conformance to the Plan.
  - Ensure that the City's Capital Improvements Program is consistent with the goals and recommendations of this Plan.
  - Ensure that this Plan is reviewed and updated periodically, and amended as necessary.

DEVELOPMENT REGULATIONS

The Mid-City Communities Planned District Ordinance provides the regulations for all multifamily development and most commercial development in Mid-City. These regulations were first put in place in 1986, when it was determined that citywide zoning regulations were inadequate to address a number of development issues facing the community. Principal among these were to improve the design of multiple dwelling unit projects, upgrade parking and landscaping requirements, and maintain the pedestrian orientation of commercial nodes. Variations of these standards have since been applied to surrounding communities and incorporated into the 1997 update of the City's zoning code.

Vision: Development that addresses the individual needs of the neighborhoods and is an asset to the community.

Goals

- To ensure that adequate public facilities are available prior to the issuance of building permits for additional multifamily residential development.
- To provide development regulations that achieve the goals of this community plan while minimizing processing costs.

Recommendations

- Ensure that adequate public facilities and infrastructure are in place prior to the construction of significant additional multifamily construction by identifying those

neighborhoods where significant deficiencies exist and restricting development until the facilities are available.

- Restrict new multifamily development within the service boundaries of schools where the local student population exceeds the following standards:
  - Elementary Schools: 100 students per acre, or the design capacity of permanent structures on existing school sites (500 students per school preferred)
  - Middle Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,000 students per school preferred)
  - High Schools: 70 students per acre, or the design capacity of permanent structures on existing school sites (1,500 students per school preferred)
- Modify development regulations to address the goals and recommendations of this plan. Changes to consider include the following:
  - To encourage home ownership, allow lot splits on developed properties that result in one dwelling unit per lot on small lots.
  - To allow the upgrading of residential units on small lots, provide for flexibility in the expansion and improvement of structures that do not conform to current requirements.
- To facilitate commercial development, while limiting high-density residential development, provide incentives for mixed-use developments through residential density bonuses, rather than bonuses in commercial Floor Area Ratio. This could be accomplished by raising the base FAR (eliminating the need for the lot area and mixed-use bonuses) and conditioning higher densities in commercial and/or transition zone areas on the provision of mixed-use.
- To provide for development more fitting to the character of the commercial streets, restrict future automobile sales establishments on University Avenue, Adams Avenue, 43rd Street, Fairmount Avenue, and Euclid Avenue.
- Improve the appearance of automobile sales establishments with ample landscaping, including rows of street trees both at the curb and the street yard areas.
- Consider tailored commercial zoning for the small lots on the north side of University Avenue east of College Avenue.
- Consider methods to ensure the maintenance of landscaping, including limiting the use of manufactured slopes.
- Apply open space zoning to areas designated for open space.
- Assure that public improvements, including street trees and pedestrian-oriented lighting, are provided in conjunction with street encroachment permits.
- Consider replacing the current planned district regulations with the 1997 zoning code update upon demonstration that it addresses community specific needs.

PUBLIC TRANSIT

The demand for bus service is extremely high, taxing even the relatively high level of service already provided. While there is frequent local bus service, service to many areas outside of Mid-City—including most employment areas—is poor, and is recommended for improvement. This can be accomplished in part by building upon the new freeway linkages provided by SR-15. To better meet the community's transit needs, trolley service is recommended on SR-15 and should be re-evaluated for its feasibility on El Cajon Boulevard and University Avenue.

Further information is found in the **Transportation Element**.

Vision: A multi-modal public transit system that is a catalyst to quality redevelopment.

Recommendations

- MTDB should work with the City, community groups, and business groups to develop a financing and phasing program for the implementation of the SR-15 trolley corridor.
- MTDB should work with the City, community groups, and business groups to re-assess the feasibility of the El Cajon Boulevard corridor trolley line.
- MTDB should work with North Park, City Heights, and Eastern Area communities and business groups to assess the viability of a "Shuttle Trolley" along University Avenue.

FINANCING PLAN

A separate Financing Plan will be adopted concurrent with this communities plan. This plan will identify funding sources and a schedule for all public facilities identified in this Plan.

Table 4 shows a summary of preliminary cost estimates for needed facilities.

TABLE 4
FACILITY COST SUMMARY

Transportation Costs	$20,017,726
Streetscape Costs	$46,450,000
Library Costs	$13,175,000
Park & Recreation Costs	$221,025,000
City Total	**$300,667,726**
Schools	$117,000,000
Grand Total	**$417,667,726**

A significant source of financing available until at least 2004 is the Federal Enterprise Community Program, which in San Diego applies to most of City Heights and Oak Park, as well as to surrounding communities. This program makes available tax-exempt bond financing for businesses and the potential for other federal funds for community revitalization, including the rehabilitation and expansion of public facilities. Additional benefits, including grant funds, may become available with the potential designation of the area as an Empowerment Zone, and/or with the implementation of Educational Academy Zone Bonds, which make available interest-free bonds for the repair and expansion of school facilities and for school training programs.

Much of the area of City Heights is a Redevelopment Area. Projected tax increment could be used to bond for necessary public facilities.

Vision: A creative financing program that leverages multiple funding resources to expeditiously finance the existing public facilities gap.

Recommendations

- On an annual basis, the four community planning groups should review the status of the Financing Plan, including a review of the Capital Improvement Program, should be updated.
- Annually, City staff and community planning groups should identify potential sources of revenue and grant requests that should be initiated to obtain funds to finance the public facility short fall.
- Development impact fees should be updated annually to better assess the funding requirements for new public facilities required by new development.
- Neighborhood-based, community-based, or community-wide assessment districts may need to be organized and voted on to supplement public facility funding or maintenance.
- Redevelopment Area tax increment financing should be used to bond future necessary public facilities within the Redevelopment Plan Area.
- School facility deficiencies of $117.0 million should be financed through a school bond, to supplement state and federal funding available. The communities should work with the City and School District to develop a sensible school facilities/joint use financial package that is well coordinated.

REDEVELOPMENT

Two Redevelopment Project Areas have been established in Mid-City: College Grove and City Heights. The College Grove project area was created to assist in the redevelopment of the Marketplace at the Grove shopping center, including the addition of freeway ramps at SR-94. **Figure 30** shows the general project area boundaries; see the redevelopment plan

documents for the precise boundaries. The City Heights project area was intended to improve the overall community of City Heights, establishing as its goals the following:

The desire to revitalize and upgrade the existing residential and commercial properties within the Project Area in order to provide adequate infrastructure, create jobs and increase housing opportunities for Project Area residents, assure social and economic stability, and promote aesthetic and environmental improvements which would, collectively, enhance the quality of life for Project Area residents, visitors, property owners and business owners. (Redevelopment Agency Report to the City Council for the City Heights Redevelopment Project [April 8, 1992], page II-2)

The Urban Village project surrounding 44th Street and Wightman Street is currently under construction, eventually to add commercial development to the public facilities already built.

Recommendations

- Developer Impact Fees should be charged within the redevelopment project areas, with exemptions granted on a case-by-case basis according to established criteria.
- Tax increment should be used to finance existing public facilities gaps.

REVITALIZATION

A number of revitalization efforts are underway to help improve Mid-City. These short-term, multi-disciplinary improvement programs are sponsored by both public and private entities, and are addressing various areas of need, including commercial revitalization, housing rehabilitation, historic preservation, open space acquisition, street tree planting, public improvements and services, and the social needs of residents. A Revitalization Action Plan for City Heights is being implemented to address these issues.

Other revitalization programs are underway in Normal Heights, Azalea Park, and Hollywood Park and along University Avenue east of 54th Street (College and Eastern Area Planning and Economic Review). A Neighborhood Refurbishment Plan is underway on Streamview Drive. Similar programs were developed in the past for commercial strip areas of Adams Avenue, University Avenue, and El Cajon Boulevard.

Vision: A revitalized sense of neighborhoods within a short period of time.

Goal

- To obtain available resources needed to ensure full implementation of the Mid-City Action Program.

Recommendations

- Develop and implement comprehensive neighborhood revitalization programs.
- Use Revitalization Action Plans to more effectively coordinate City and other government agency, non-profit institution, business and community volunteer efforts, and investment in communities.
- Continue and expand as necessary all revitalization programs, including the significant efforts of the Normal Heights Community Development Corporation, City Heights Community Development Corporation, Business Improvement Associations, Neighborhood Housing Services, community associations, town councils, City staff, City Schools, and other agencies.
- Expand the development impact fee system as a financing tool to provide for recreation space, upgraded adjacent public rights-of-way and improved public transit.
- Explore other financing sources, including grants, private donations and tax bonding to support public improvement enhancements.

Figure 30
Mid-City Redevelopment Areas

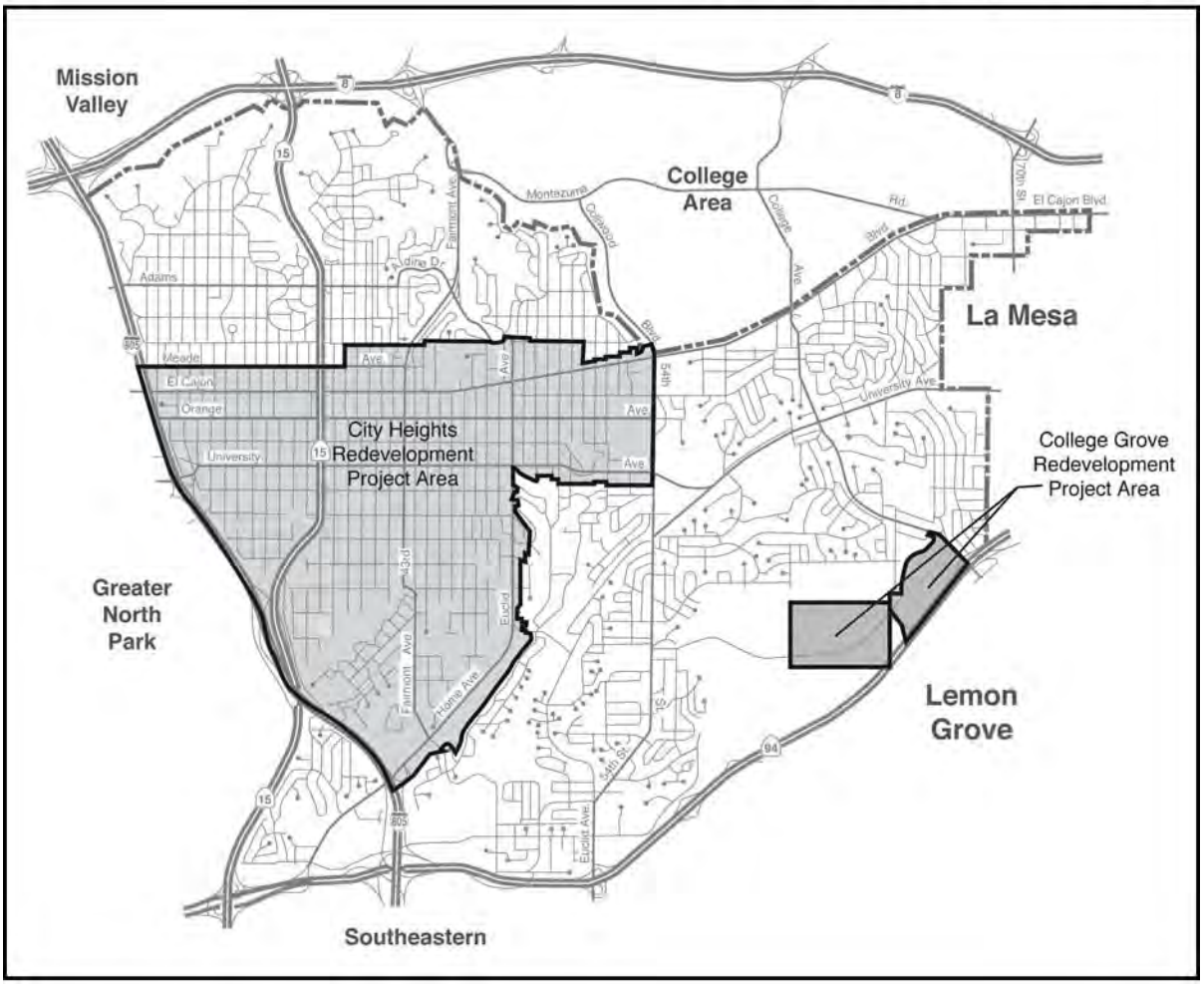


FIGURE 31. MID-CITY COMMUNITIES PLAN MAP

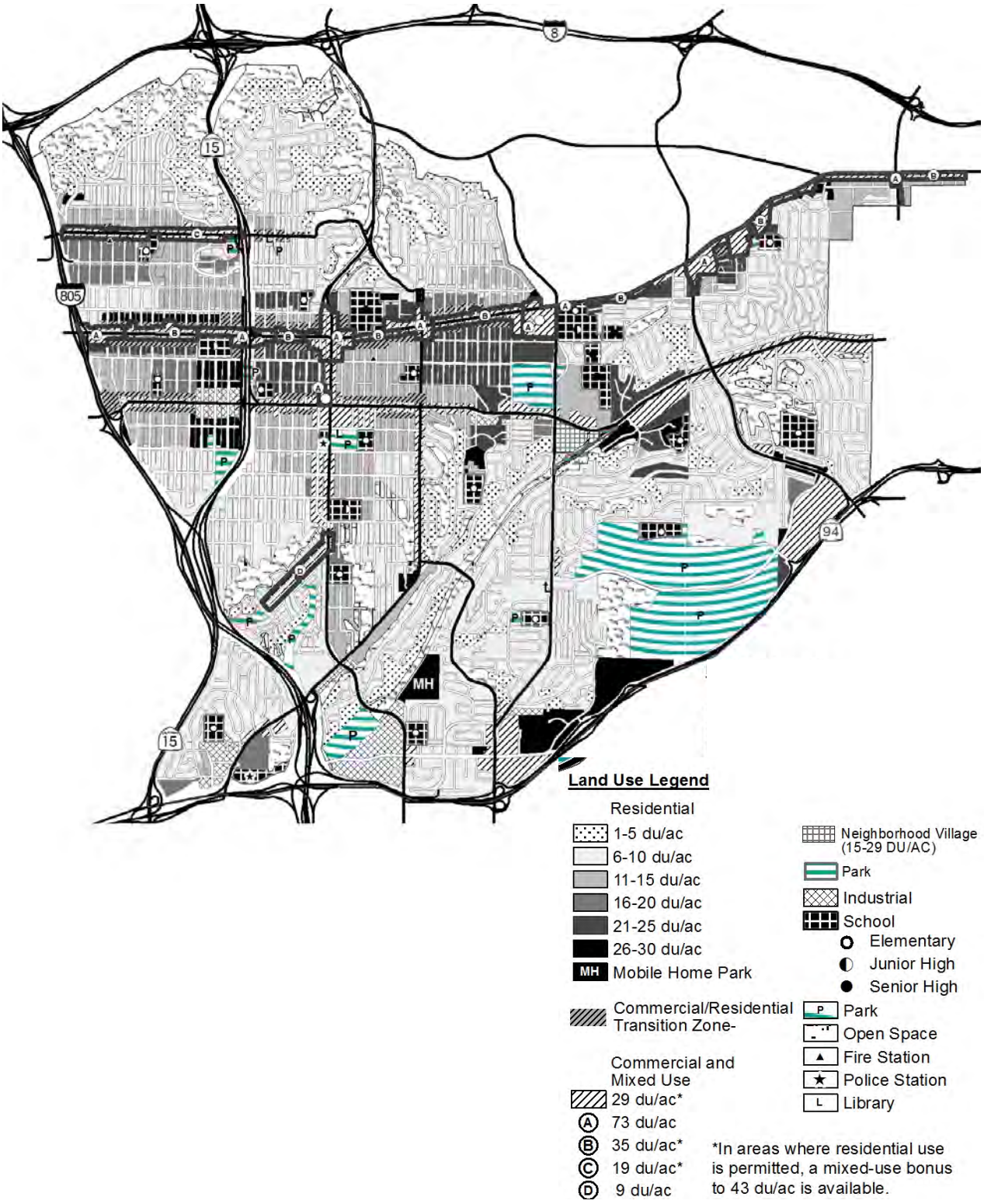


Figure 32

Mid-City Communities Existing Zoning

APPENDICES

Appendix A – Ancillary Documents

Appendix B – Bikeway Facilities Classifications

Appendix D – Traffic Calming Devices

APPENDIX A – ANCILLARY DOCUMENTS

Adams Avenue Master Plan - Master Plan for Commercial Revitalization of Adams Avenue, Barret Consulting/Marum Associates, 1992.

Adams Avenue Parking Study, Adams Avenue Business Association, August 1985.

Affordable Housing: Creating More Livable Communities, Report on Conference Proceedings, San Diego Housing Commission and Others, March 1, 1991.

An Economic Development Strategy for the City Heights Commercial Area, Michael Jenkins, MPA, JD, March 1986.

(Draft) Chollas Canyon Improvement Project Master Plan Summary, PELA Landscape Architects, February 1994.

Chollas Creek Engineering Report, Barry Consulting Group, October 15, 1993.

City Heights Redevelopment Plan, Redevelopment Agency of the City of San Diego, April 28, 1992.

Creating Affordable Housing for San Diegans, The San Diego Housing Trust Fund Task Force, September 1989.

Crime Prevention Through Environmental Design.

The Design Study for the Commercial Revitalization of El Cajon Boulevard, Land Studio, no date.

Design Manual for the Normal Heights Demonstration Area and the City Heights Demonstration Area, HCH Associates/Gary Coad, April 1984.

Economic Analysis of the Mid-City Community, Goodkin/Criterion, October 1983.

Historical Greater Mid-City San Diego Preservation Strategy, Milford Wayne Donaldson, FAIA, Inc., January 8, 1997

Master Plan Report for the University Avenue Improvement Project, Estrada Land Planning, September 1993.

Mid-City Business Survey, Williams-Kuelbelbeck & Associates, Inc. June 14, 1983.

Mid-City & North Park Revitalization Plan, Gary Rose Weber for the City of San Diego Planning Department, November 1988.

Mid-City Redevelopment Feasibility Study, Economic Research Associates, April 1988.

Mountain View District: A Re-Building Plan for Normal Heights, Community Design Assistance Team, July 30, 1985.

Oak Park/Webster Commercial Area Revitalization Study, Volumes 1, 2 & 3, Quinney & Associates/Estrada Land Planning, March 1988.

Parking Analysis for the Mid-City Revitalization Study, Land Studio/Stephen George and Associates, April 1987.

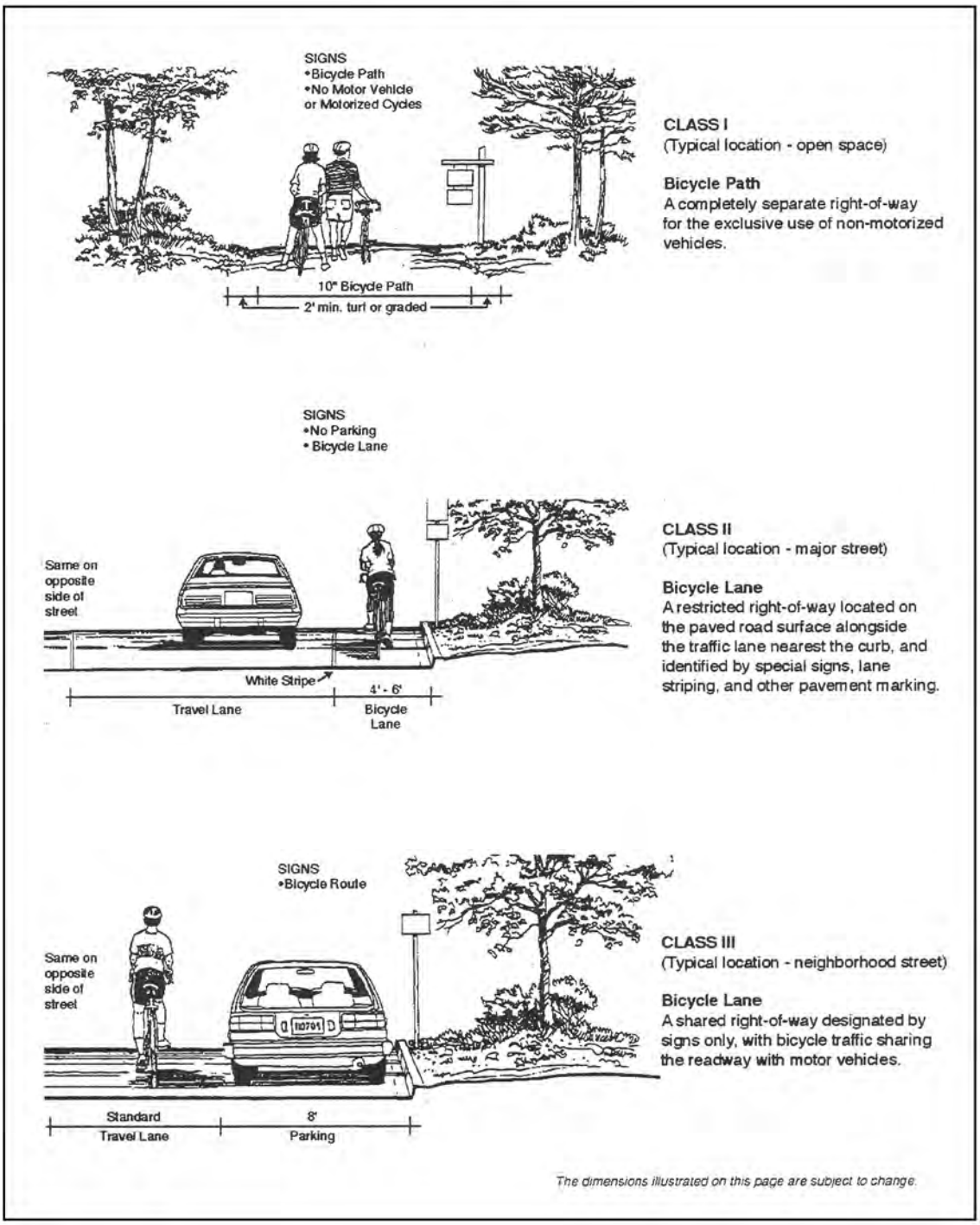
Problem Properties – A Profile of Residential Deterioration in the City Heights Community, JoEllen Anderson for San Diego Neighborhood Housing Services, Inc. March 1988.

Physical Rehabilitation Guidelines, Gary Rose Weber for the City of San Diego Planning Department, 1989.

Report on the Village Charette: Azalea and Hollywood Park Neighborhoods, Mrs. Myrtle Akili, REDD Coordinating and Consulting, January 1997.

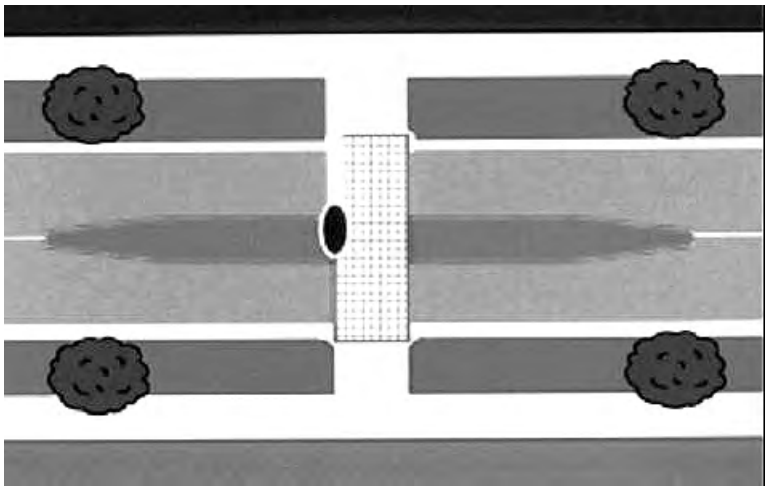
Zoning & Land Use in One of San Diego's Older Urban Areas, JoEllen Anderson for San Diego Neighborhood Housing Services and the City Heights Community Development Corporation, July 1988.

APPENDIX B – BIKEWAY FACILITIES CLASSIFICATIONS



APPENDIX D – TRAFFIC CALMING DEVICES

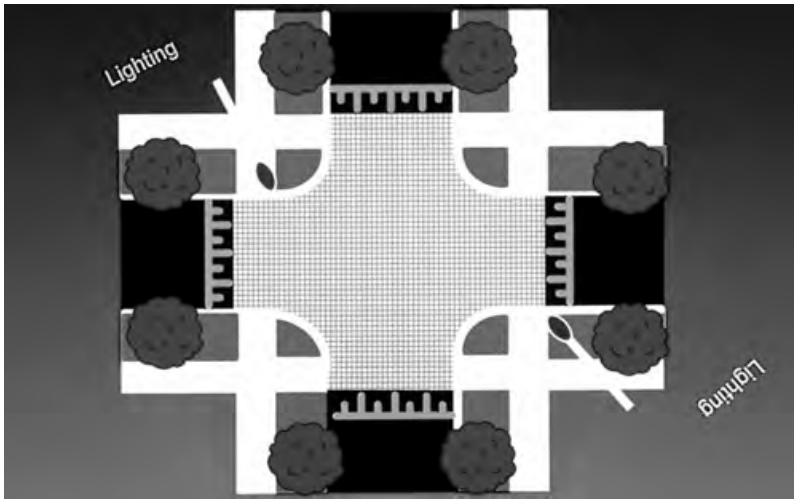
By Michael Wallwork, P.E., and Dan Burden



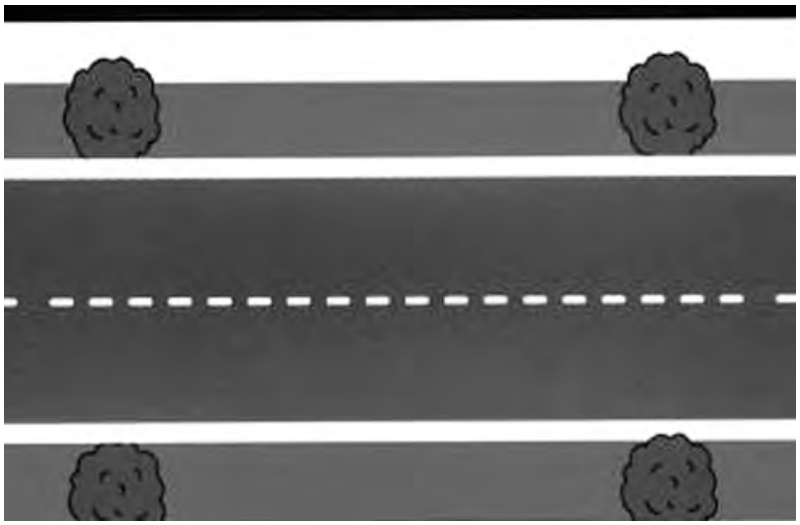
TRAFFIC CALMING DEVICES

Often, neighborhood traffic control problems are solved by relatively low-cost devices. A range of devices is available. Their benefits and effectiveness depend on their frequency of application, where they are used and the problem they are intended to reduce. Often a single device is not adequate to solve a problem and a series of devices are usually necessary.

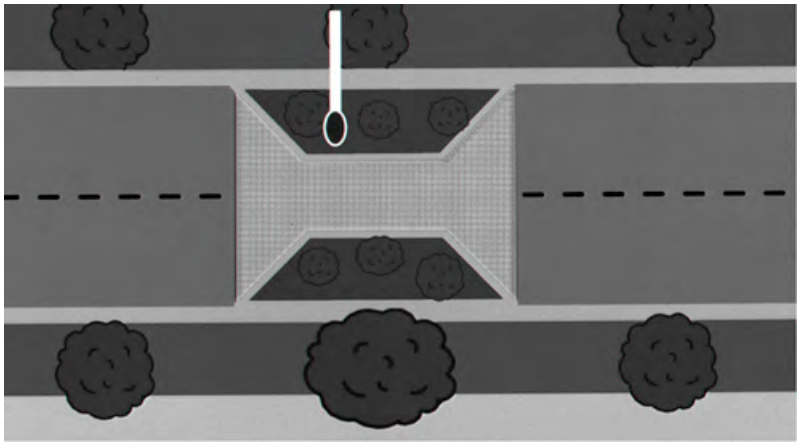
INTERSECTION HUMP



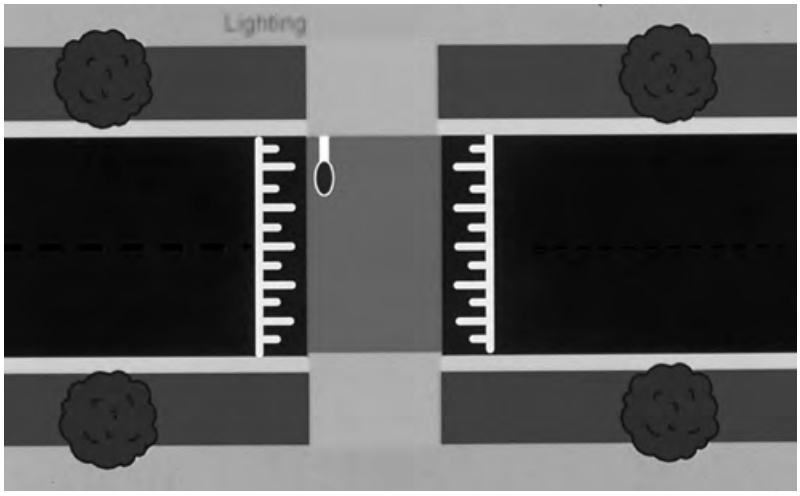
LANDSCAPED ROADWAY



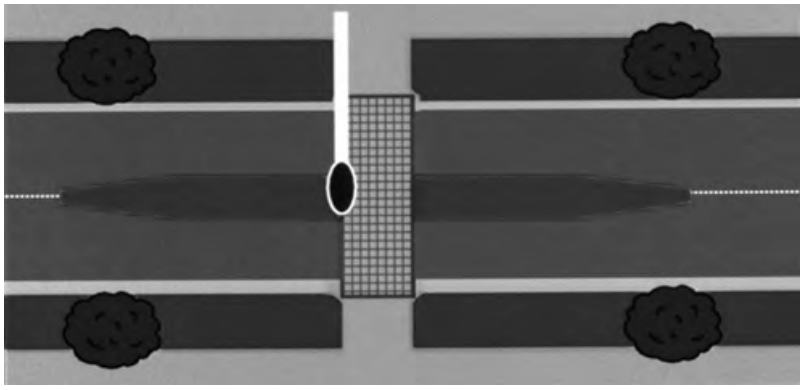
ONE-WAY SPEED HUMP, SLOW POINT



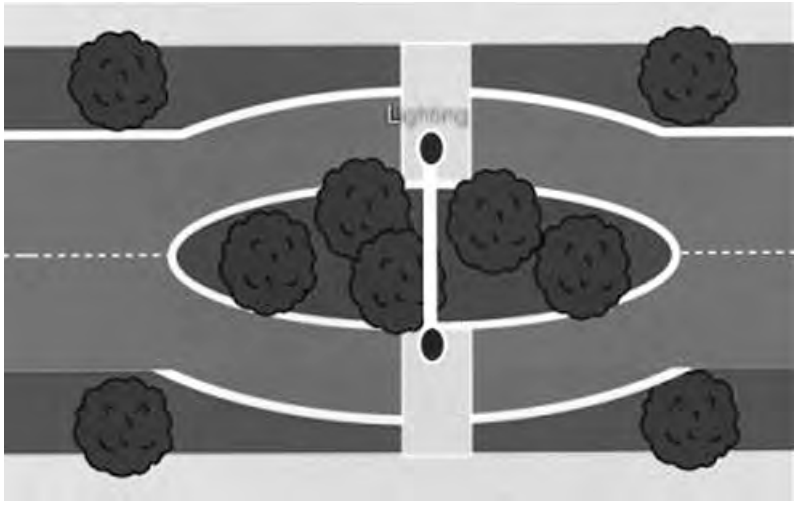
SPEED TABLE



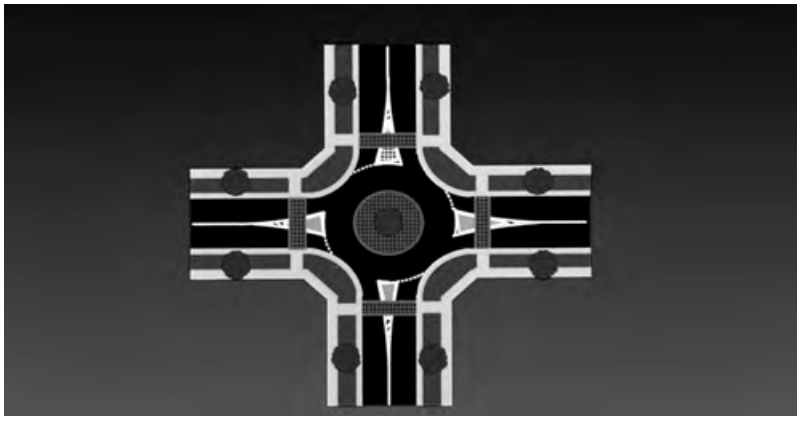
PEDESTRIAN SPEED TABLE AND MEDIAN REFUGE



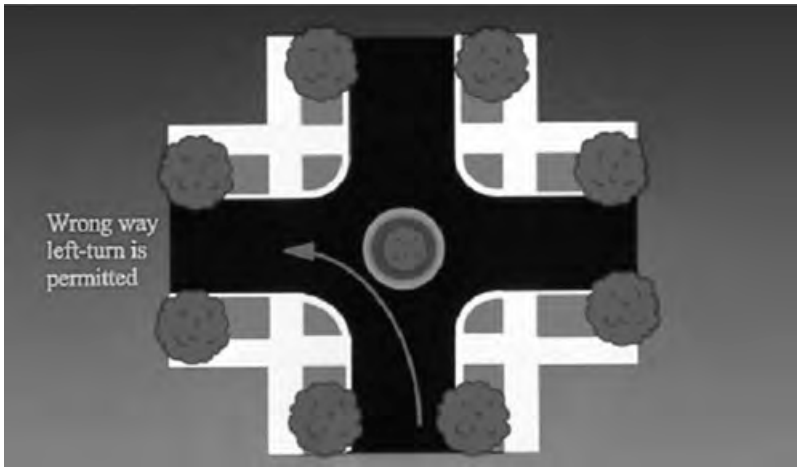
SHORT MEDIAN



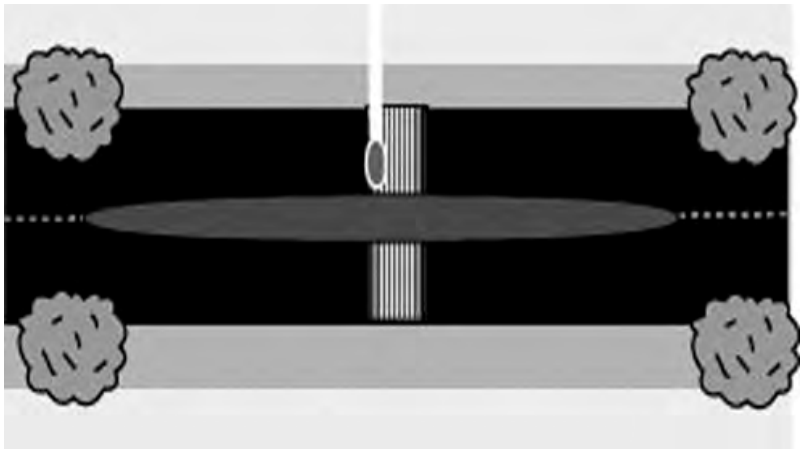
ROUNDABOUT



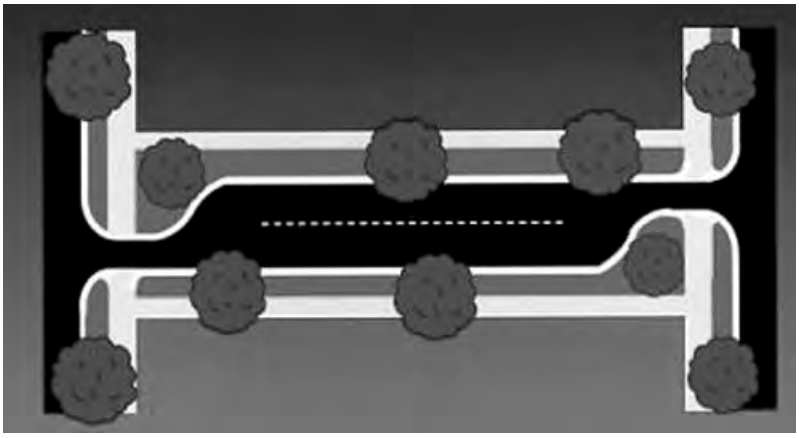
MINI-TRAFFIC CIRCLE



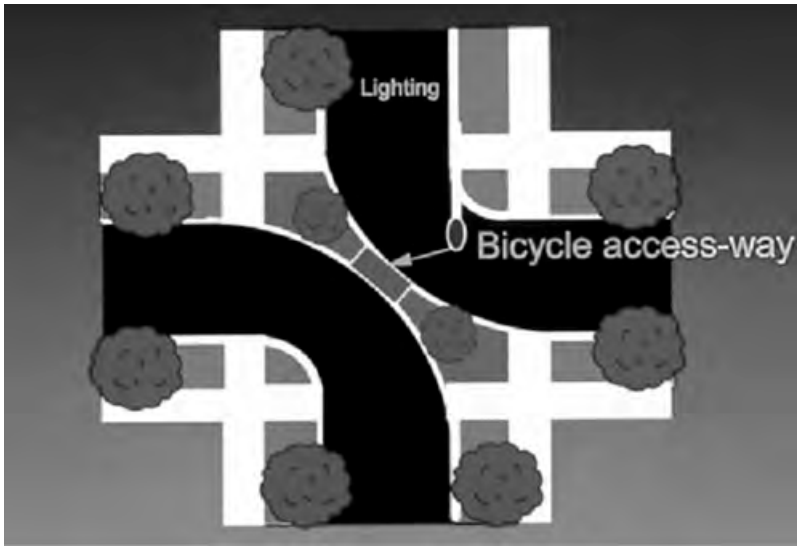
SLOW POINT WITH SPEED HUMP



MODIFIED STREET DESIGN



DIAGONAL DIVERTER



STAR DIVERTER

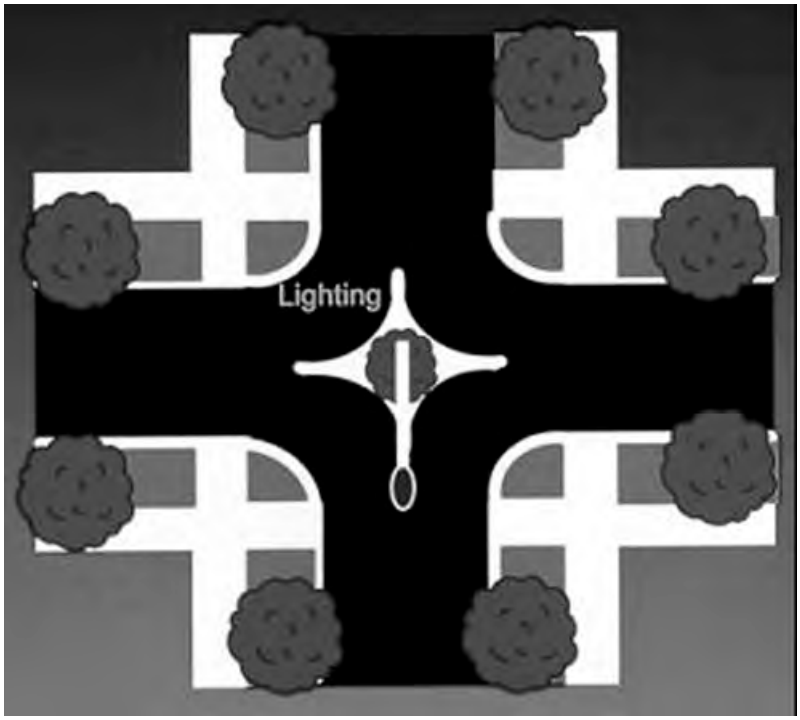


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EXHIBIT G

INFORMATION SECURITY STANDARDS AND GUIDELINES

Department of Information Technology Policy

Revision: 3.1.4

Information Security Standards and Guidelines

Effective Date: 10/16/2021

Contents

1. Purpose 6
2. Scope 6
3. Responsibilities 6
4. Document and Policy Approval Process 7
5. Security Exceptions 7
5.1. Exceptions to Security Policies 7
6. Users Acceptable Use 7
6.1. General Use and Ownership 7
6.2. Unacceptable Use 8
7. Hardware Inventory and Control 8
7.1. City-Owned Devices 8
7.2. Personal Devices 8
8. Software Inventory and Control 8
8.1. Gold Images and Templates 8
8.2. Citywide Applications 9
8.3. Departmentwide Applications 9
8.4. Unsupported Applications 9
8.5. Vendor-supported Applications 9
9. Physical Security 9
9.1. Physical Data Protection 9
9.2. Physical Access 9
10. Vulnerability Management 9
10.1. Patch Management 9
10.2. Vulnerability Scanning 9
10.3. Vulnerability Assessment 10
11. Configuration Management 10
11.1. Governance 10
11.2. Change Management 10
11.3. Configuration Modifications 10
12. Log Management and Monitoring 10
12.1. Security Information and Event Management 11
13. Malware Defenses 11
13.1. Endpoint Protection 11
14. Network Management 11

14.1. External Connections to City Network 11
14.2. Remote Access 11
14.3. Domain Name System 11
14.4. Network Equipment 11
14.5. DMZ 12
14.6. Firewall Rules 12
15. Media Disposal 12
15.1. Document Shredding 12
15.2. Computer Destruction 12
16. Data Protection 12
16.1. Data Classification 12
16.2. Data Storage and Transfer 13
16.3. Data Access 14
17. Identity Access Management 14
17.1. Principle of Least Privilege 14
17.2. User Accounts and Access 14
17.3. Applications and Services 15
18. Service Accounts 15
19. Key Management 16
20. Security Awareness and Training 16
20.1. Cyber Security Training 16
21. Application Software Security 16
21.1. Software Development Lifecycle 16
21.2. Software Updates 16
22. Cloud Providers and Services 16
22.1. Cloud Service Solutions 16
23. Incident Response and Management 17
23.1. Reporting Policies 17
23.2. User Responsibilities 17
23.3. Incident Management 17
23.4. Incident Response Plan 18
24. Compliance 18
24.1. Legal Requirements 18
24.2. Compliance Policies 18
25. References 18

25.1. External Resources 18
25.2. Internal Resources 19
Appendices 20
Appendix A – Security Objectives 20
Appendix B - Contacts 21

Document History

Version	Date	Author	Changes
3.0.0	2/4/19	Kyle/Ryan	[redacted]
3.0.1	2/4/19	Kyle	
3.0.2	5/14/19	Kyle/Ryan/Becca	
3.0.3	6/27/19	Jon	
3.1.0	1/15/20	Jon/Kyle	
3.1.1	7/20/20	Jonathan Mui	
3.1.2	12/14/20	Jonathan Mui	
3.1.3	1/27/21	Jonathan Mui	
3.1.4	10/5/21	Luan Tran	

Document Approval

Version	Approver Name	Title	Approver Signature	Date
3.1.4	Jonathan Mui	Cyber Security Manager		10/5/2021
3.1.4	Darren Bennett	Chief Information Security Officer	Darren Bennett	10/5/2021
3.1.4	Jonathan Behnke	Chief Information Officer	Jonathan Behnke	10/5/2021

1. Purpose

   1.1. The purpose of this document, in conjunction with other referenced security policies, regulations and documentation, is to provide security, confidentiality, integrity and accountability within the City of San Diego.

2. Scope

   2.1. The City of San Diego Information Security Policy document encompasses all data, devices and information systems that exist in or interact with any environment or resources owned, operated or utilized by the City of San Diego.

   2.2. City employees, third-party contractors or other entities utilizing internal City resources or services, hereby referred to as "users", shall read, understand and carry out the policies outlined in this document.

3. Responsibilities

   3.1. The City of San Diego Cyber Security Team shall review and update this document on at least an annual basis.

   3.2. The City of San Diego Cyber Security Team reserves the right to change, modify or otherwise adjust this document at any time to satisfy modern technologies, manage new threats, adhere to industry regulations or better comply with best practices.

   3.3. The City of San Diego Cyber Security Team reserves the right to shut down, remove or disable systems, services, applications, accounts or devices that pose a security risk to the City of San Diego, its employees, its partners or its residents.

   3.4. The City of San Diego Cyber Security Team reserves the right to monitor all systems, services, applications, accounts, data and devices used for City business, or connected to City systems, services, applications, accounts, data or devices.

   3.5. The City of San Diego Cyber Security Team reserves the right to obtain and retain root access to any City system at any time in the interest of auditing, incident response or secure implementation.

   3.6. Modifications or additions to City information systems that affect security controls must be explicitly approved by the City of San Diego Cyber Security Team prior to being implemented.

   3.7. New or modified information technology contracts between the City and third parties must be explicitly reviewed and approved by the City of San Diego Cyber Security Team.

   3.8. Third party contracts pertaining to information technology software and/or services are expected to contain adequate security controls, service definitions and service delivery levels.

   3.9. Department Directors, Information Systems Analysts and Information Security Liaisons are responsible for assisting the City of San Diego Cyber Security Team in carrying out the policies outlined in this document.

   3.10. Supervisors are responsible for notifying their department's Information Systems Analysts of staff changes such as new hires, transfers or departures within one day of awareness.

   3.11. Information Systems Analysts are responsible for notifying the Department of Information Technology of staff changes within one day of awareness.

3.12. Department Policies, performance plans, and work standards as applicable, must include requirements for compliance with information security policies and standards.

3.13. Questions regarding terms, policies or details of this document may be directed to the City of San Diego Cyber Security Team.

4. Document and Policy Approval Process

4.1. The following steps outline the general process to be taken by the City of San Diego Cyber Security Team when updating this document:

4.1.1. New or changing technologies, threats, industry regulations or best practices are identified.

4.1.2. Research is conducted to target effective response strategies.

4.1.3. New policy, process or is decided upon and written into this document.

4.1.4. Deputy CISO reviews and approves new policy.

4.1.5. CISO reviews and approves new policy.

4.1.6. CIO reviews and approves new policy.

4.1.7. Policy update is communicated to relevant stakeholders.

4.1.8. Updated document is uploaded to [redacted]

5. Security Exceptions

5.1. Exceptions to Security Policies

5.1.1. Departments must employ all security controls as outlined in this document unless specific, documented exceptions are explicitly granted by the City of San Diego Cyber Security Team.

5.1.2. Policy violations that haven't been formally documented as an exception will be treated as security incidents.

6. Users Acceptable Use

6.1. General Use and Ownership

6.1.1. City of San Diego business data stored on devices whether owned or leased by the City of San Diego, an employee or a third party, remains the sole property of the City of San Diego.

6.1.2. Users are responsible for reporting potential security incidents per Incident Response and Management – User Responsibilities.

6.1.3. Users may access, use or share City of San Diego sensitive information only to the extent it is authorized by Federal, State and Local laws and regulations, City policy and only as necessary to fulfill assigned job duties.

6.1.4. Users that are not City employees must sign an NDA and be sponsored by a Deputy Director (or above) with the City prior to use of City systems.

6.1.5. Users are responsible for exercising good judgment regarding the reasonableness of personal use outside of the unacceptable use statement.

6.1.6. Users are responsible for securing their devices when not in use.

6.1.7. Workstations are to be locked behind a password when not in use.

6.1.8. Service Owners are responsible for the security of their systems unless otherwise designated in the Service Design Package.

6.1.9. The City of San Diego Cyber Security Team reserves the right to audit or perform penetration testing on networks and systems at any time.

6.1.10. Information Technology systems must be reviewed and approved by the City of San Diego Cyber Security Team prior to development, implementation or use.

6.1.11. Service delivery reports and other records from third party providers outsourced IT services must be reviewed by the City of San Diego Cyber Security

6.1.12. Team at least annually to ensure compliance with contract requirements related to information security.

6.2. Unacceptable Use

6.2.1. Users may not use City information technology resources for non-job-related functions.

6.2.2. Mechanisms that circumvent the authorized access control mechanisms found in operating systems, access control packages, or network devices are not permitted and shall not be used.

6.2.3. The City of San Diego Cyber Security Team may not conduct cyber investigations unrelated to potential security incidents without the express knowledge and approval of the Human Resources Department.

7. Hardware Inventory and Control

7.1. City-Owned Devices

7.1.1. An inventory of City-owned hardware must be maintained and updated regularly by the Department of Information Technology.

7.1.1.1. Departments must maintain the accuracy and currency of all hardware assets within their business control.

7.1.2. Non-information/data assets within the city's information systems environment (computer equipment, peripheral devices, etc.) shall be owned by the Department of Information Technology.

7.2. Personal Devices

7.2.1. Individuals must not use their personally owned systems in any City facility.

7.2.2. Personal devices are not permitted to be attached to any City network.

7.2.3. Personal devices accessing non-network City resources must be in compliance with all standards outlined in this document.

7.2.4. Mobile Device Management (MDM) – iOS and Android

7.2.4.1. Personal iOS and Android devices used to access city data must follow the Mobile Device Management: Policy Document

7.2.4.2. A device must be either Enrolled or Registered in the City's MDM solution in order to access city data.

8. Software Inventory and Control

8.1. Gold Images and Templates

8.1.1. Gold images and templates are defined as master images or base images used for initial system installation or for system re-installations. The use of golden images can save time and ensure security and consistency by eliminating the need for repetitive configuration changes and performance tweaks. Gold Images must be reviewed and updated on [redacted]

8.1.2. Gold images and templates must be scanned, reviewed and approved by the City of San Diego Cyber Security Team prior to production deployment.

8.1.3. Gold images and templates must include endpoint protection, detection and response agents.

8.1.4. Gold images and templates are required to be used.

8.2. Citywide Applications

8.2.1. Citywide applications must retain full and proper documentation regarding policies, procedures and security points of contact.

8.2.1.1. This documentation must be reviewed and updated at least [redacted]

8.3. Departmentwide Applications

8.3.1. Departmentwide applications must be supported by a designated service owner and security contact within their department.

8.3.2. Departmentwide applications must retain full and proper documentation regarding policies, procedures and security points of contact.

8.3.2.1. This documentation must be reviewed and updated [redacted]

8.4. Unsupported Applications

8.4.1. Applications not supported by the Department of Information Technology or the department of the user, must be explicitly approved for use by the City of San Diego Cyber Security Team.

8.4.1.1. Unsupported applications discovered are subject to immediate removal.

8.5. Vendor-supported Applications

8.5.1. Applications supported by third parties and associated vendor third party must be explicitly approved by the City of San Diego Cyber Security Team.

9. Physical Security

9.1. Physical Data Protection

9.1.1. Physical copies of Protected data must not be visible in plain sight.

9.1.2. Removeable media such as diskettes, zip drives, tapes, CDs, DVDs, USB or memory cards containing Protected data must be secured at all times.

9.1.3. Workstations must be locked when not in use.

9.2. Physical Access

9.2.1. Systems with access to City networks must be physically secured via room locks, facility controls or being physically controlled by the user of the system(s) at all times.

9.2.2. Facilities housing Protected data must have physical barriers [redacted]

9.2.3. Rooms housing Protected data must be restricted to authorized persons only.

9.2.4. Access to areas housing Protected data must be traceable.

9.2.5. Smoke/fire alarm and suppression systems are required for all data centers, server rooms and telecommunication closets.

9.2.6. Environmental controls such as temperature, humidity, and ventilation control measures must be in place for all data centers and server rooms.

9.2.7. Physical and electronic keys ([redacted] must be tracked and issued to authorized users and not be shared with other users.

10. Vulnerability Management

10.1. Patch Management

10.1.1. Systems must be patched on [redacted] basis.

10.2. Vulnerability Scanning

10.2.1. Workstation scans must be performed on at least [redacted] basis.

10.2.2. Server scans must be performed on at least [redacted]
10.2.3. New or modified servers must be scanned, and security vulnerabilities remediated before being connected to the network.
10.2.4. Vulnerabilities discovered on existing systems must be remediated within at least [redacted]
10.2.5. Discovered vulnerabilities shall be assigned a risk ranking such as High, Medium, and Low.
10.2.5.1. High rated vulnerabilities must be patched/remediated within [redacted]
10.2.6. All Application, Service and Systems must be scanned, and security vulnerability remediated prior to product deployment and/or external exposure.

10.3. Vulnerability Assessment
10.3.1. Vulnerability assessments must be performed on [redacted]
10.3.2. Vulnerability assessments on production systems must include a communication plan with said system owners.
10.3.3. Vulnerability assessments may only be managed by the City of San Diego Cyber Security Team.
10.3.4. The City of San Diego Cyber Security Team reserves the right to perform vulnerability assessments at any time without notice to end users.

11. Configuration Management

11.1. Governance
11.1.1. New or significant changes to systems must go through the Department of Information Technology governance process and be approved by the City of San Diego Cyber Security Team.
11.1.1.1. This includes the following:
11.1.1.2. New service or product including new module implementation.
11.1.1.3. New system feature implementation.
11.1.1.4. Application upgrades greater than [redacted]
11.1.2. Changes that may impact security of City systems need to be approved by the City of San Diego Cyber Security Team prior to being made.

11.2. Change Management
11.2.1. Changes to enterprise-wide systems must go through the City's Change Management process.
11.2.2. Changes that result in significant security risks, as designated by the City of San Diego Cyber Security Team, must be rolled back immediately or otherwise mitigated.
11.2.3. Changes intended to remediate significant security risks, as designated by the City of San Diego Cyber Security Team, must be made "Urgent" or "Emergency" changes.

11.3. Configuration Modifications
11.3.1. Configuration modifications that do not qualify for change management must be documented and include communications to stakeholders.
11.3.2. Configuration modifications that result in significant security risk, as designated by the City of San Diego Cyber Security Team, must be rolled back immediately.

12. Log Management and Monitoring

12.1. Security Information and Event Management

12.1.1. Systems storing or transferring Protected data must have logs that permit traceability.

12.1.1.1. Said logs must have a retention policy of [redacted]

12.1.2. Security, audit, and activity logs must be sent to the City's Security Information Event Management (SIEM) tool.

13. Malware Defenses

13.1. Endpoint Protection

13.1.1. City-owned workstations, mobile devices and servers must have City-standard Anti-Virus and Endpoint Detection and Response agents installed and running.

13.1.1.1. City-standard Anti-Virus and Endpoint Detection and Response agents are determined by the City of San Diego Cyber Security Team.

13.1.2. If a device does not have endpoint protection such as Anti-virus or Advance Endpoint protection it may be removed from the City's Network.

14. Network Management

14.1. External Connections to City Network

14.1.1. External connections and any modifications to the City's network must be explicitly approved by the City of San Diego Cyber Security Team prior to being activated.

14.2. Remote Access

14.2.1. Remote access to the City's network must be explicitly approved by the City of San Diego Cyber Security Team prior to use.

14.2.1.1. Client VPN connections are required for remote access.

14.2.1.2. VPN for non-City employees requires City sponsorship from an appointing authority or higher.

14.2.1.3. Site-to-site VPN connections with the City's network are not permitted.

14.2.2. Remote access authentication and access logs must be monitored.

14.2.3. Individual remote access sessions must not exceed [redacted]

14.2.4. User are not permitted to access the City's network, systems or service from [redacted]

14.2.5. The City of San Diego Cyber Security Team reserves the right to revoke remote access at any time.

14.3. Domain Name System

14.3.1. Changes to the City's external DNS records must be approved by the City of San Diego Cyber Security Team.

14.3.2. New internal or external DNS zones must be approved by the City of San Diego Cyber Security Team.

14.3.3. DNS records inoperative for [redacted] must be removed promptly.

14.4. Network Equipment

14.4.1. Network equipment on the City's network must be approved by the City of San Diego Cyber Security Team and installed and configured by the City of San Diego Network Team.

14.4.2. Different parts of the City defined by unique functions and/or data must be logically segmented.

14.5. DMZ

14.5.1. Any new systems or services as well as all changes to the City's DMZ environment must be explicitly approved by the City of San Diego Cyber Security Team, in advance of being implemented.

14.5.2. External services connecting internal web services, APIs, and web applications shall use [redacted]

14.6. Firewall Rules

14.6.1. Firewall rule changes must be explicitly approved by the City of San Diego Cyber Security Team prior to implementation.

15. Media Disposal

15.1. Document Shredding

15.1.1. The disposal of all business-related paper documents which contain Protected data must involve cross-cut or 'confetti' shredding.

15.2. Computer Destruction

15.2.1. Computers or external storage devices no longer needed must have their storage drives erased or overwritten using secure data destruction technologies (either physical or via software "wiping").

15.2.1.1. If a software wipe is utilized, we require a minimum [redacted]

16. Data Protection

16.1. Data Classification

16.1.1. Confidential – The loss of confidentiality, integrity, or availability could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. A severe or catastrophic adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a severe degradation in or loss of mission capability to an extent and duration that the organization is not able to perform one or more of its primary functions, result in major damage to organizational assets, result in major financial loss, or result in severe or catastrophic harm to individuals involving loss of life or serious life-threatening injuries. Examples include but are not limited to:

16.1.1.1. Health Insurance Portability and Accountability Act (HIPAA) data

16.1.1.2. Protected Health Information (PHI)

16.1.1.3. California Law Enforcement Telecommunication System(CLETS)

16.1.1.4. Attorney-client data

16.1.1.5. Payment Card Industry (PCI)
16.1.1.6. Personally Identifiable Information (PII)
16.1.1.7. City IT system data
16.1.1.8. Per California Assembly Bill No. 375, now know as the California Consumer Privacy Act, vendors must be pursuing compliance or be compliant with this bill.

16.1.2. Private - The loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals. A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced, result in significant damage to organizational assets, result in significant financial loss, or result in significant harm to individuals that does not involve loss of life or serious life-threatening injuries. Examples include but are not limited to:
16.1.2.1. Financial Reports
16.1.2.2. Audit Reports
16.1.2.3. Configuration files

16.1.3. Sensitive (FOUO) - The loss of confidentiality, integrity, or availability could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals. A limited adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is noticeably reduced, result in minor damage to organizational assets, result in minor financial loss, or result in minor harm to individuals. Examples include but are not limited to:
16.1.3.1. Sensitive Emails
16.1.3.2. Draft Documents
16.1.3.3. Contract Evaluations

16.1.4. Protected – Sensitive, Private or Confidential data as defined above.

16.1.5. Public – The loss of confidentiality, integrity, or availability could be expected to have a minimal effect on organizational operations, organizational assets, or individuals only to the degree that data might have been exposed in a manner not initially intended. This includes the following:
16.1.5.1. Data that has been explicitly approved for public release by an appropriate authority

16.2. Data Storage and Transfer

16.2.1. Data classified as Protected must be clearly marked as such.

16.2.2. Different types and classifications of data must be logically segregated.

16.2.3. Data must be automatically backed up on a continual basis.
16.2.3.1. Backups must be tested [redacted]

16.2.4.1. Data must be encrypted [redacted]

16.2.5. The location of any data at rest must be shared with the City of San Diego Cyber Security Team.

16.2.6. Data leaving the City of San Diego's intranet must be approved by the City of San Diego Cyber Security Team prior to being shared or exposed.

16.2.7. All applications, systems, and services with the capability to share with 3rd parties must be reviewed and approved by the City of San Diego Cyber Security Team.

16.2.8. All new or modified data storage must be configured to allow the City's data classification and auditing tools.

16.2.8.1. A ticket must be submitted for the security team to configure the storage so that the necessary tools are compatible.

16.2.8.2. Until approval from the City of San Diego Cyber Security Team, the storage cannot be used in a production environment.

16.3. Data Access

16.3.1. Access to data must be limited to those who have job requirements facilitating the need to view it.

16.3.2. Access to data classified as Protected must have access logging.

16.3.3. Changes to data access in which the data is classified as Protected must have audit logs.

16.3.4. Sensitive data is not to leave the City environment without prior written approval by the City of San Diego Cyber Security Team.

17. Identity Access Management

17.1. Principle of Least Privilege

17.1.1. Users must be assigned 'Least Privilege access' to all data storage, applications, systems and systems access as required by their assigned work responsibilities.

17.1.2. Individuals responsible for performing system or user account administration functions shall not have the authority to approve system or user account changes.

17.1.3. Access to systems containing Protected data must be audited [redacted]

17.2. User Accounts and Access

17.2.1. The San Diego Cyber Security Team will be responsible for Identity Access Management, user accounts and access.

17.2.2. Users must have a unique ID for authentication.

17.2.3. User account passwords must meet the following complexity requirements:

[redacted].

17.2.5. Non-City employee user accounts and access must be approved by the City of San Diego Cyber Security Team.
17.2.6. User account access must be revoked immediately when a user no longer requires said access.
17.2.7. Account and access provisioning and deprovisioning procedures for City systems must be documented.
17.2.8. San Diego Cyber Security Team requires access to any City system upon request.

17.3. Applications and Services
17.3.1. Authentication credentials must be encrypted in transit using modern encryption methodologies.
17.3.2. Audit logs must be maintained and made available to the City of San Diego Cyber Security Team.
17.3.3. Administrative logins and actions must be monitored, log and sent the City's SIEM.
17.3.4. Access must be regularly audited on [redacted] by the application owner.
17.3.5. User Access to applications shall follow the model of least privileged access
17.3.5.1. Users shall not have access that is higher than their responsibilities require.
17.3.5.2. Users shall not have access to data not required by work responsibilities.
17.3.5.3. When users change job roles, function or responsibilities their user access must be reviewed and changed to their new responsibilities.
17.3.5.4. Departments are responsible for notifying the City of San Diego Cyber Security Team and other stakeholders of changes to users' responsibilities, roles or functions [redacted]
17.3.6. Applications or Services are not permitted to connect directly to the [redacted].
17.3.7. Simple authentication shall not be used with City applications or Services.
17.3.8. Web applications and Services must be authenticated [redacted]
17.3.9. Services or Applications that are available outside of the City Internal Network that contain Protected data must have [redacted]
17.3.10. Applications or Services that have Administrative activities that are accessible from outside of the City's internal network must require admin users [redacted]

18. Service Accounts

18.1. Service accounts must have a documented owner and description.
18.1.1. The owner will be responsible for managing the account and will serve as the primary point of contact for the account.
18.1.2. The description should entail what the account will be used for.
18.2. Service accounts may only have a single application or service use.
18.3. Service accounts must not have the ability to perform interactive logins.
18.3.1. Service accounts must not have normal user login abilities enabled.
18.4. Service account passwords must expire every [redacted].
18.5. Service accounts cannot have domain administrator permissions.

18.6. Service accounts must only be shared with users who are responsible for the account.
18.7. Service accounts must be audited [redacted]

19. Key Management

19.1. Cryptographic keys (hereby referred to as "key" or "keys") and key access must be audited [redacted]
19.2. City access keys must be [redacted] and maintained by the City of San Diego Cyber Security Team.
19.3. Key access must be logged and monitored.
19.4. Keys must have an expiration date that is no greater [redacted] from the creation date.

20. Security Awareness and Training

20.1. Cyber Security Training
20.1.1. Cyber Security training must be completed by all employees on an annual basis.
20.1.2. All employees must review and acknowledge Administrative Regulation 90.63 on an annual basis.

21. Application Software Security

21.1. Software Development Lifecycle
21.1.1. Production systems must have at least one mirrored non-production system.
21.1.2. Non-production and production environments must be logically separated.
21.1.3. Only system administrators may move software from non-production to production.
21.2. Software Updates
21.2.1. Software must be [redacted] current security patch level.
21.2.2. Software patches labeled critical by the software vendor must [redacted]
21.2.3. Applications must be built on a supported platform that receives regular security updates.
21.2.4. Software must be developed with modules, packages, APIs, SDKs, and/or libraries that receive regular security updates.
21.2.5. Software modules, packages, APIs, SDKs, and/or libraries must be updated [redacted].
21.2.6. Software must be able to run on [redacted] the latest host operating system release version, web browser, firmware or workstation operating System.

22. Cloud Providers and Services

22.1. Cloud Service Solutions
22.1.1. Cloud tenants must be securely architected using industry standards.
22.1.2. Cloud solutions must rest on the City's standard tenant.
22.1.3. Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) solutions must be proposed to and approved by the City of San Diego Cyber Security Team during planning and prior to being implemented.

22.1.3.1. Proposals must include documentation which shall be created and maintained by the proposing entity. At minimum, documentation should include the following information:

[redacted]

22.1.3.2. Modifications to documentation presented at time of proposal must be recorded and approved by the City of San Diego Cyber Security Team during planning and prior to being implemented.

22.1.4. The City of San Diego Cyber Security Team shall [redacted] to any cloud hosting services.

22.1.5. The City of San Diego Cyber Security Team shall receive and retain full read access to real-time logs of any PaaS or SaaS systems.

23. Incident Response and Management

23.1. Reporting Policies

23.1.1. User reports must be discrete and will be classified as Confidential data.

23.1.2. Users must comply and cooperate with the City of San Diego Cyber Security Team during an incident relevant to their system(s).

23.1.3. Any attempt to interfere with, prevent, obstruct or dissuade an employee or other user in their efforts to report potential security-related concerns is strictly prohibited.

23.1.4. Any attempt to destroy incident related materials is strictly prohibited.

23.2. User Responsibilities

23.2.1. Supervisors must report subordinates believed to be potential security risks to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.2. Users must report theft, loss or unauthorized disclosure of City of San Diego Protected data to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.3. Users must report unauthorized access to physical areas housing Protected data to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.4. Users must report identified system flaws, misconfigurations or vulnerabilities to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.5. Users must report anomalous or suspicious activities to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.6. Users must report lost or stolen devices to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.7. Users must send suspicious emails as an attachment to [redacted]

23.2.8. Users found to be involved in or associated with incidents must retake the Cyber Security Training.

23.3. Incident Management

23.3.1. Incident information is classified as Confidential data and must be handled and protected as such.

23.3.1.1. Incident information is distributed at the sole discretion of the City of San Diego Cyber Security Team.

23.3.2. Incident priority levels are determined and modified at the sole discretion of the City of San Diego Cyber Security Team.

23.3.3. Incident management standard operating procedures must be reviewed [redacted]

23.4. Incident Response Plan

[redacted]

24. Compliance

24.1. Legal Requirements

24.1.1. The City shall conduct or cause to be conducted, [redacted], a formal compliance audit of the information security controls for those information and communications systems which are governed by state or federal laws or regulations.

24.1.2. City records and other information assets shall be protected from loss, destruction, tampering or falsification by following the City Clerk's policies and procedures, and applicable statutes, by implementing information security controls and measures commensurate with the security classification of such information.

24.1.3. By using City information systems, Individuals acknowledge that any information they store on City systems will be released to law enforcement when appropriate or when subpoenaed.

24.2. Compliance Policies

24.2.1. Policies relevant to specific compliance regulations shall be created and maintained in separate documents by the City of San Diego Cyber Security Team.

25. Segregation of Duties

25.1. The City of San Diego's Cyber Security Team will abide by a segregation of duties document stored [redacted]

25.1.1. This document will be reviewed and approved by the CISO and CIO [redacted]

26. References

26.1. External Resources

26.1.1. https://www.cisecurity.org/controls/

26.1.2. https://www.sans.org/security-resources/policies

26.2. Internal Resources

26.2.1. [redacted]

26.2.2. https://www.sandiego.gov/humanresources/resources/ar

Appendices

Appendix A – Security Objectives

Objective	Definition	Effect
Confidentiality	Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.	The unauthorized disclosure of information.
Integrity	Guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity.	The unauthorized modification or destruction of information.
Availability	Ensuring timely and reliable access to and use of information.	The disruption of access to or use of information or an information system.

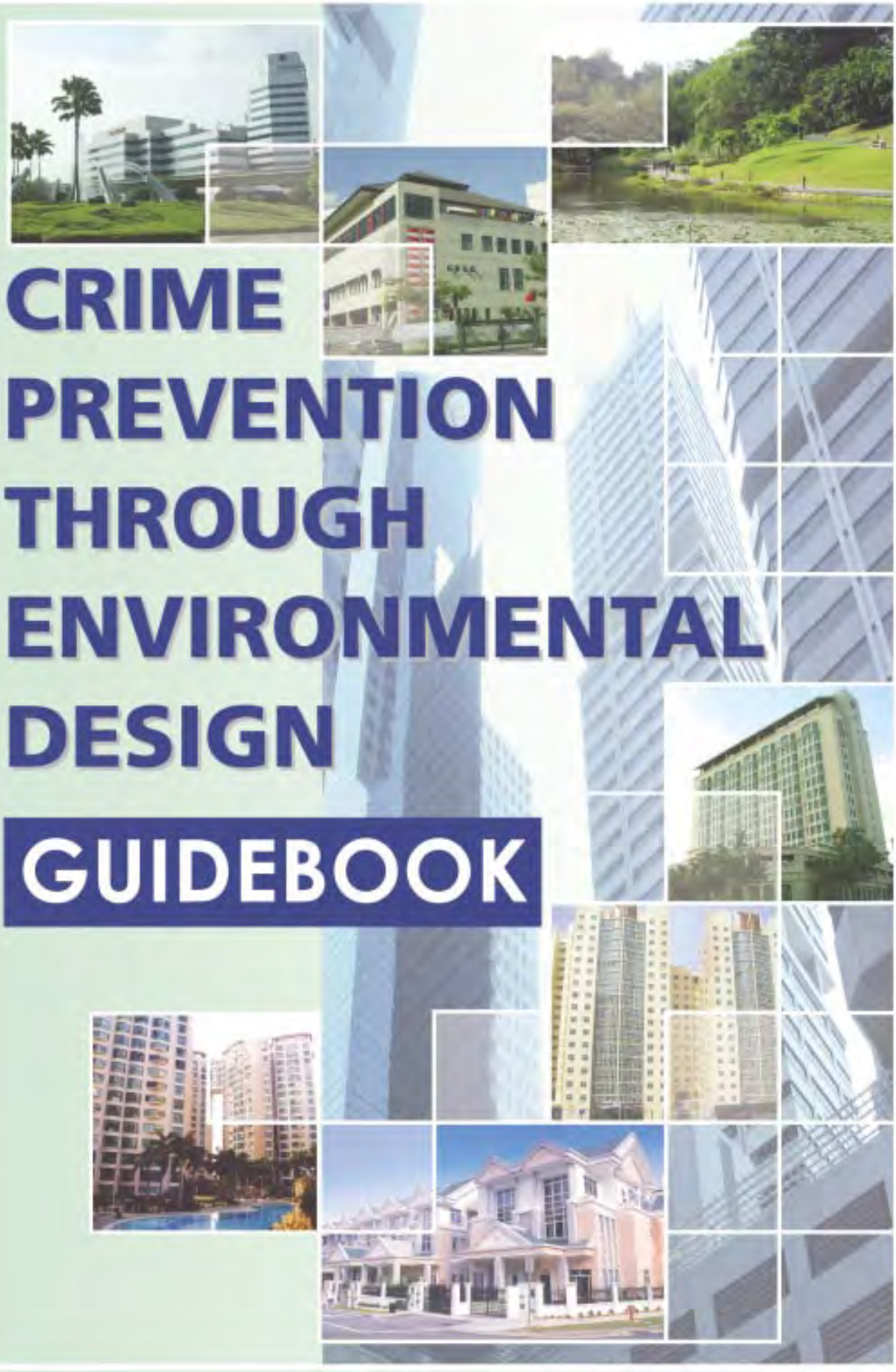
Appendix B - Contacts

Cyber Security Team

Role	Name	Email	Primary Phone
Chief Information Security Officer	Darren Bennett	[redacted]	
Deputy CISO	[redacted]		
Cyber Security Manager			
Cyber Security Engineer			
Cyber Security Engineer			
Cyber Security Compliance			
Cyber Operations Manager			
User Account Administrator			
Information Systems Analyst			

EXHIBIT H

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN GUIDEBOOK


CRIME
PREVENTION
THROUGH
ENVIRONMENTAL
DESIGN
GUIDEBOOK

VISION

Making Singapore
Safe & Secure for all.

MISSION

We work in ***Partnership***
with the ***Community*** and
the ***Police*** to ***prevent crime***.

National Crime Prevention Council

c/o Public Affairs Department, Police Headquarters, Level 4,
New Phoenix Park Tower P, 28 Irrawaddy Road, Singapore 329560
Tel: (65) 6252 4101 Fax: (65) 6251 2913
Website: www.ncpc.gov.sg Email: spf_ncpc@spf.gov.sg

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CONTENTS

Page

FOREWORD ..... **ii**

INTRODUCTION **1**

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN PRINCIPLES **3**

- ❑ Four Principles of CPTED 3
  - Natural Surveillance 4
  - Natural Access Control 4
  - Territorial Reinforcement 5
  - Maintenance and Management 5
- ❑ "Three D" Approach 6
  - Designation 6
  - Definition 6
  - Design 7

BASIC DESIGN AND MANAGEMENT STRATEGIES **8**

- Sight Lines 9
- Lighting 11
- Concealed or Isolated Routes 13
- Entrapment Areas 15
- Isolation 17
- Land Use Mix 19
- Activity Generators 21
- Ownership, Maintenance and Management 23
- Signs and Information 25
- Overall Design 27

APPENDIX A : CHECKLIST **29**

APPENDIX B : EXAMPLES OF CPTED STRATEGIES APPLICABLE TO VARIOUS DEVELOPMENTS **34**

- Condominiums and Public Housing 34
- Landed Developments 36
- Central Business District/ Regional Centres/ Town Centres 39
- Offices/ Retails/ Hotels 40
- Educational Institutions and Schools 42
- Industrial Areas 44

APPENDIX C: EXAMPLES OF CPTED STRATEGIES APPLICABLE TO PUBLIC SPACES **47**

- Car Parks 47
- Parks/ Open Spaces/ Playgrounds 50
- Back Lanes 54
- Public Washrooms 55
- Sidewalks/ Walkways 56
- Underpasses/ Pedestrian Overhead Bridges 57
- Bus Shelters/ Taxi Stands/ MRT/ LRT Stations 59

REFERENCES **61**

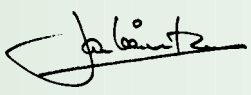
CREDITS **62**

FOREWORD

Since its inception in 1981, the National Crime Prevention Council (NCPC) of Singapore had been actively working towards the objectives, such as, to raise the level of public awareness about crime; to encourage self-help in crime prevention; to examine, develop and recommend crime prevention measures to the public and to coordinate efforts of various organisations in crime prevention.

The NCPC engages the public through the organisation of crime prevention activities such as crime prevention campaigns, exhibitions, seminars and workshops. The NCPC also forges close alliances with various professional, social and trade organisations to tackle the problem of crime. In addition, various sub-committees have been formed to address problems of security in specific areas. They are the Hotel Security Committee, Security in Construction Worksites Committee, Children and Youth Committee, Security in Housing Committee, Security in Commercial Premises Committee and Focus Group Committee.

Working in partnership with the stakeholders in the construction and real estate industry to design out crime is the latest effort by the NCPC in its strive towards making Singapore a safe place. This is achieved through the use of Crime Prevention Through Environmental Design (CPTED) principles when designing buildings, facilities and the surrounding. In view of the emerging trend of extreme crimes, such as terrorism, in the region as well as globally, the adoption of CPTED principles can also be adapted and applied to counter these threats. This CPTED Guidebook will serve as a useful reference for planners, building professionals, security agencies and homeowners to incorporate suitable crime prevention and security measures in their planning and design of their building and infrastructure projects.



Mr Tan Kian Hoon
Chairman
National Crime Prevention Council

INTRODUCTION

Crime is a social problem in our society that affects thousands of people's lives each year. Serious crimes against persons and properties generate considerable fear within the community. Crimes like theft, break-in, rape and murder are serious threats to the safety of the community. The resulting fear of crime in itself can restrict people's freedom of movement and prevent them from fully participating in the community. In particular, some groups of people are more vulnerable to crime and the fear of crime, for example, older people, women, parents, teenagers, etc.

Many different strategies are needed to combat the complex issues of crime and fear of crime. A whole range of responses involving strategies in design, community action and law enforcement would be required to achieve successfully the objective of crime prevention. In this connection, there is widespread acknowledgement that planners, architects and developers can play an important role in enhancing the safety of our communities as they have a major influence in the design of the built environment.

Traditionally, the community has turned to the police and the judicial system to protect them by deterring criminals and punishing offenders. The general public's indifference towards self-protection arises mainly from the lack of knowledge of the means of protection, and perhaps a perception that somebody else - the government or insurance companies - bears most of the cost of theft and vandalism.

On the other hand, Crime Prevention Through Environmental Design (CPTED) asserts that the community, homeowners, planners, developers and architects can play a greater role in protecting the community and themselves from crime by integrating CPTED principles and concepts into the design and management of the physical environment. In this connection, CPTED may be viewed as a subset of the total set of measures required for effective crime prevention and control.

The purpose of this guidebook is to raise awareness of homeowners, developers, architects, and town planners on the concepts and principles of CPTED. CPTED seeks to enhance the safety of developments and minimise the opportunities for crime to be committed. This guidebook presents information, illustrations and suggestions on how this can be done through the application of CPTED.

Notwithstanding the relevance and usefulness of CPTED, the recommendations in this guidebook may not be compatible with the requirements, standards and codes of various relevant authorities. In such situations, the demands of the authorities will take precedence over the recommendations in this guidebook.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN PRINCIPLES

The basis of Crime Prevention Through Environmental Design (CPTED) is that proper design and effective use of the built environment can reduce the incidence and fear of crime. This in turn leads to improvements in the quality of life.

In contrast to the approach of addressing crime concerns by implementing visually affronting security or target hardening measures such as locks, hard barriers, security gates, security patrols, etc., CPTED promotes high quality and visually pleasing solutions as first responses that aim to enhance the legitimate use of space.

CPTED can be applied without interfering with the normal use of the space. It is easy to apply and can be economical to implement, especially if it is done early at the planning and design stages of a project.

THE FOUR PRINCIPLES OF CPTED ARE:

- Natural surveillance
- Natural access control
- Territorial reinforcement
- Maintenance and management

There are strong overlaps and synergies among the four CPTED principles. These have been identified separately for convenience and clarity of understanding. In practice, it may be useful to see all four principles as different facets of a single technique for dealing with the security of the physical environment. In respect to the first two principles, the term 'natural' refers to deriving surveillance and access control results as a by-product of normal and routine use of the environment.

NATURAL SURVEILLANCE

The fundamental premise is that criminals do not wish to be observed. Surveillance or the placing of legitimate 'eyes on the street' increases the perceived risk to offenders. This may also increase the actual risk to offenders if those observing are willing to act when potentially threatening situations develop. So the primary aim of surveillance is not to keep intruders out (although it may have that effect) but rather, to keep intruders under observation.

Natural surveillance can be achieved by a number of techniques. The flow of activities can be channelled to put more people (observers) near a potential crime area. Windows, lighting and the removal of obstructions can be placed to improve sight lines from within buildings.

NATURAL ACCESS CONTROL

Natural access control relies on doors, fences, shrubs, and other physical elements to keep unauthorised persons out of a particular place if they do not have a legitimate reason for being there. In its most elementary form, access control can be achieved in individual dwellings or commercial establishments by the use of adequate locks, doors and window barriers.

However, when one moves beyond private property to public or semi-public spaces, the application of access control needs more care. Properly located entrances, exits, fencing, landscaping and lighting can subtly direct both foot and vehicular traffic in ways that decreases criminal opportunities. Access control can be as simple as locating a front office to a warehouse.

While access control is more difficult on streets and areas that are entirely open to public use, there are other techniques for controlling access in these circumstances. For example, non-physical or 'psychological' barriers can be used to achieve the objective of access control. These barriers may appear in the form of signs, paving textures, nature strips or anything that announces the integrity and uniqueness of an area. The idea behind a psychological barrier is that if a target seems strange, or difficult, it may also be unattractive to potential criminals.

Because any strategy that fosters access control is also likely to impede movement, careful consideration should be given to access control strategies. Such strategies may limit the opportunity for crimes, but should not hinder the mobility of potential victims.

TERRITORIAL REINFORCEMENT

People naturally protect a territory that they feel is their own, and have a certain respect for the territory of others. Clear boundaries between public and private areas achieved by using physical elements such as fences, pavement treatment, art, signs, good maintenance and landscaping are ways to express ownership. Identifying intruders is much easier in such well-defined spaces.

Territorial reinforcement can be seen to work when a space, by its clear legibility, transparency, and directness, discourages potential offenders because of users' familiarity with each other and the surroundings.

MAINTENANCE AND MANAGEMENT

This is related to the neighbourhood's sense of 'pride of place' and territorial reinforcement. The more dilapidated an area, the more likely it is to attract unwanted activities. The maintenance and the 'image' of an area can have a major impact on whether it will become targeted.

Another extension of the concept is that territorial concern, social cohesion and a general sense of security can be reinforced through the development of the identity and image of a community. This approach can improve not only the image of the population has of itself, and its domain, but also the projection of that image to others.

With clear spatial definitions such as the subdivision of space into different degrees of public/ semi-public/ private areas and the raising of standards and expectations, the level of social estrangement would decline. This is known to be related to reduction in opportunities for aberrant or criminal behaviour, such as vandalism.

Maintenance and management need to be considered at the design stage, as the selection of materials and finishes will impact on the types of maintenance regimes that can be sustained over time. For example, plant material should be selected for its size at maturity to avoid blocking of sight lines.

THE "THREE D" APPROACH

CPTED involves the design of the physical space in the context of the normal and expected use of that space by the users as well as the predictable behaviour of people around the space. CPTED emphasises the connection between the functional objectives of space utilisation and behaviour management. Conceptually, the four CPTED principles are applied through the 3-D approach, i.e. **Designation**, **Definition** and **Design**. The 3-D approach is a simple space assessment guide that helps the user in determining the appropriateness of how a space is designed and used. The 3-D concept is based on the three functions or dimensions of human space:

- ❑ All human space has some designated purpose.
- ❑ All human space has social, cultural, legal or physical definitions that prescribe desired and acceptable behaviours.
- ❑ All human space is designed to support and control the desired behaviours.

By using the "Three D's" as a guide, space may be evaluated by asking the following questions:

1. DESIGNATION

- What is the designated purpose of this space?
- For what purpose was it originally intended?
- How well does the space support its current use or its intended use?
- Is there a conflict?

2. DEFINITION

- How is space defined?
- Is it clear who owns it?
- Where are its borders?
- Are there social or cultural definitions that affect how space is used?
- Are legal or administrative rules clearly set out and reinforced in policy?
- Are there signs?
- Is there conflict or confusion between purpose and definition?

For example, in a given space, certain behaviour or activities may be socially or culturally discouraged while others may be clearly prohibited by display of written instructions or rules. On the other hand, what is not acceptable in a certain space may be acceptable in others.

3. DESIGN

- How well does the physical design support the intended function?
- How well does the physical design support the desired or accepted behaviours?
- Does the physical design conflict with or impede the productive use of the space or the proper functioning of the intended human activity?
- Is there confusion or conflict in the manner in which physical design is intended to control behaviour?

Consideration of these questions may reveal areas that requires changes or improvements. For example, a space may need to have a designated purpose, it may need to be more clearly defined, or it has to be better designed to support the intended function. Once these questions have been considered, the information received may be used as a means of guiding decisions about the design or modification of the space so that the objectives of space utilization as well as natural surveillance, natural access control, territorial reinforcement and maintenance and management can be better achieved.

BASIC DESIGN AND MANAGEMENT STRATEGIES

The four CPTED principles can be translated into various planning and design strategies that would enhance security. These strategies can be categorised as follows:

1. allow for clear sight lines,
2. provide adequate lighting,
3. minimise concealed and isolated routes,
4. avoid entrapment,
5. reduce isolation,
6. promote land use mix,
7. use of activity generators,
8. create a sense of ownership through maintenance and management,
9. provide signs and information and
10. improve overall design of the built environment.

The decision of which strategy or combination of strategies to apply will depend on the site condition, the functional requirements and the desired programming of the space, as well as the design intent. These strategies are summarised in the checklist in Appendix A. Further examples of CPTED strategies that can be applied to various developments and public spaces are listed in Appendices B and C respectively.

SIGHT LINES

Sight line is defined as the desired line of vision in terms of both breath and depth. The inability to see what is ahead along a route due to sharp corners, walls, earth berms, fences, bushes or pillars can be serious impediments to the feeling of being safe. Large columns, tall fences, over grown shrubbery and other barriers blocking sight lines adjacent to pedestrian paths could shield an attacker. Alternatively, low hedges or planters, small trees, wrought iron or chain-link fences, transparent reinforced glass, lawn or flower beds, benches allow users to see and be seen and usually discourage crime and vandalism.

Residential apartments with windows overlooking carpark and park allow for clear sight lines

1. DESIGN VISIBILITY

Design visibility in the built environment means allowing for clear sight lines and avoiding isolated or hidden spaces. Recessed doorways can result in corners that are hidden from casual surveillance. Sharp "blind" corners create the same problem, especially on stairs or corridors where there may be no alternative routes of escape. Sudden changes of grade on walkways can also create "blind spots". Certain improvements can be made. For example, columns and walls can be tucked into the built design as protrusions can hinder visibility. Visibility can also be improved through modification such as creation of windows and other openings in otherwise blank walls

and removal of protrusions along walls. Improving visibility through such modifications will permit natural surveillance. Similarly, the location and design of fences, shrubbery and berms must also be carefully studied when design visibility is essential. In blind spots where no modification to the building is possible, the use of security mirrors or other security devices such as video cameras would be necessary even though these are not optimal solutions.

2. PROBLEMATIC SPACES

Visibility should especially be taken into account when designing or planning spaces where risk to personal safety is perceived to be high, such as stairwells in multi-storey car parks, underpasses and lobby entrances to high-rise buildings.

3. FUTURE SIGHT LINE IMPEDIMENTS

As the landscape matures over time, unintended screens, barriers or hiding places could be created. Therefore, planting in a landscape must take into consideration the growth, final height and habit of the plants. Plantings are best made with due consideration to the resources to be committed to their maintenance so as to ensure that the original sight lines designed do not get obscured over time.

LIGHTING

Sufficient lighting is necessary for people to see and be seen. From a security point of view, lighting that is strategically placed can have a substantial impact on reducing the fear of crime. A basic level of lighting should allow the identification of a face from a distance of about 10 metres for a person with normal vision.

Exterior lighting for night time use should provide adequate visibility

1. MINIMUM STANDARDS

If the area is intended for night time use, lighting should provide adequate visibility. Pedestrian walkways, back lanes and access routes open to public spaces should be lit so that a person with normal vision is able to identify a face from a distance of about 10 metres. Inset spaces, signs, entrances and exits should be adequately lit. On the other hand, lighting of different wattage, colour temperature and rendition may also be used to make certain public areas "less hospitable" to gathering for long periods.

2. PATHS NOT INTENDED FOR NIGHT TIME USE

Lighting is not desirable in an isolated area or for a path leading to some obscure places. Lighting such areas may provide a false sense of confidence for people during night

time use. The paths or spaces not intended for night time use could be fenced off and remained unlit to avoid giving a false sense of security or impression of being used.

3. CONSISTENCY OF LIGHTING

Lighting should be uniformly spread to reduce contrast between shadows and illuminated areas. More fixtures with lower wattage rather than fewer fixtures with higher wattage help reduce deep shadows and avoid excessive glare.

4. DESIGNING FOR NIGHT TIME USE

Design proposals should take into account the night time use of the outdoor spaces and specify the type, placement and intensity of lighting.

5. PROTECTION OF LIGHTING

Light fixtures should be protected against casual vandalism by means of vandal resistant materials and design.

6. PLACEMENT OF LIGHTING

Lighting should also be directed on roadside pavement and possible entrapment spaces other than on roads. Lighting should take into account vegetation, such as mature trees, and other obstructions that would cause light to be blocked off.

7. BUILDING MATERIALS

Light colour finishes on walls and ceilings should be used for places such as car parks and isolated routes leading to it. This may be preferred to using lights of higher intensity that consume more energy and are costlier to maintain.

8. MAINTENANCE

Lighting requires maintenance to preserve visibility. Bushes and trees that block off light should be trimmed. Lighting fixtures should be located at suitable heights for easy maintenance and replacement. Light fixtures should be maintained in a clean condition and promptly replaced if burnt or broken. Posting information indicating who to call in case of burnout or vandalised lights is desirable.

CONCEALED OR ISOLATED ROUTES

Concealed or isolated routes are often predictable routes that do not offer alternative for pedestrians. An attacker can predict where pedestrians will end up once they are on the path. Examples are underpasses, pedestrian overhead bridges, escalators and staircases. Predictable routes are of particular concern when they are isolated or when they terminate in entrapment areas.

See through fencing covering a predictable route provides visibility

1. VISIBILITY OF CONCEALED OR ISOLATED ROUTES

If there is a need for the concealed or isolated route, it should be designed to incorporate visibility. If there is an existing concealed or isolated route and security is in question, it should be modified or eliminated. Concealed or isolated routes can be made safer by bringing in more activities, ensuring clear sight lines, improving lighting, installing emergency telephones and electronic surveillance devices.

2. LOCATION OF CONCEALED OR ISOLATED ROUTES NEAR ENTRAPMENT AREAS

If there is an entrapment area or isolated area within 50 to 100 metres of the end of a concealed or isolated route, it should be modified or eliminated. An entrapment area located near a concealed or isolated route such as a tunnel or an isolated path provides the attacker with an opportunity to take a victim to a nearby entrapment area where a more serious crime could be committed.

3. NATURAL SURVEILLANCE

Natural surveillance of a concealed or isolated route should be encouraged. A stair or a ramp may be located such that it has external glazed/ open areas and has a view from the surrounding properties.

4. SIGHT LINES

If a pedestrian cannot see what is on or at the end of a concealed or predictable route, the visibility should be improved by lighting and/ or the use of a reflective surface such as mirror.

5. LIGHTING

Concealed or isolated routes should be adequately and uniformly lit. Lighting should be vandal proof and properly located. Light coloured walls and ceiling materials help to reflect light and can enhance the brightness of an area. Natural lighting is preferred and should be encouraged.

6. SURVEILLANCE THROUGH HARDWARE

If a concealed or isolated route is enclosed and prone to crime e.g. passageway or stairwell, surveillance through security hardware should be considered and these hardware should be properly monitored.

7. ACCESS TO HELP

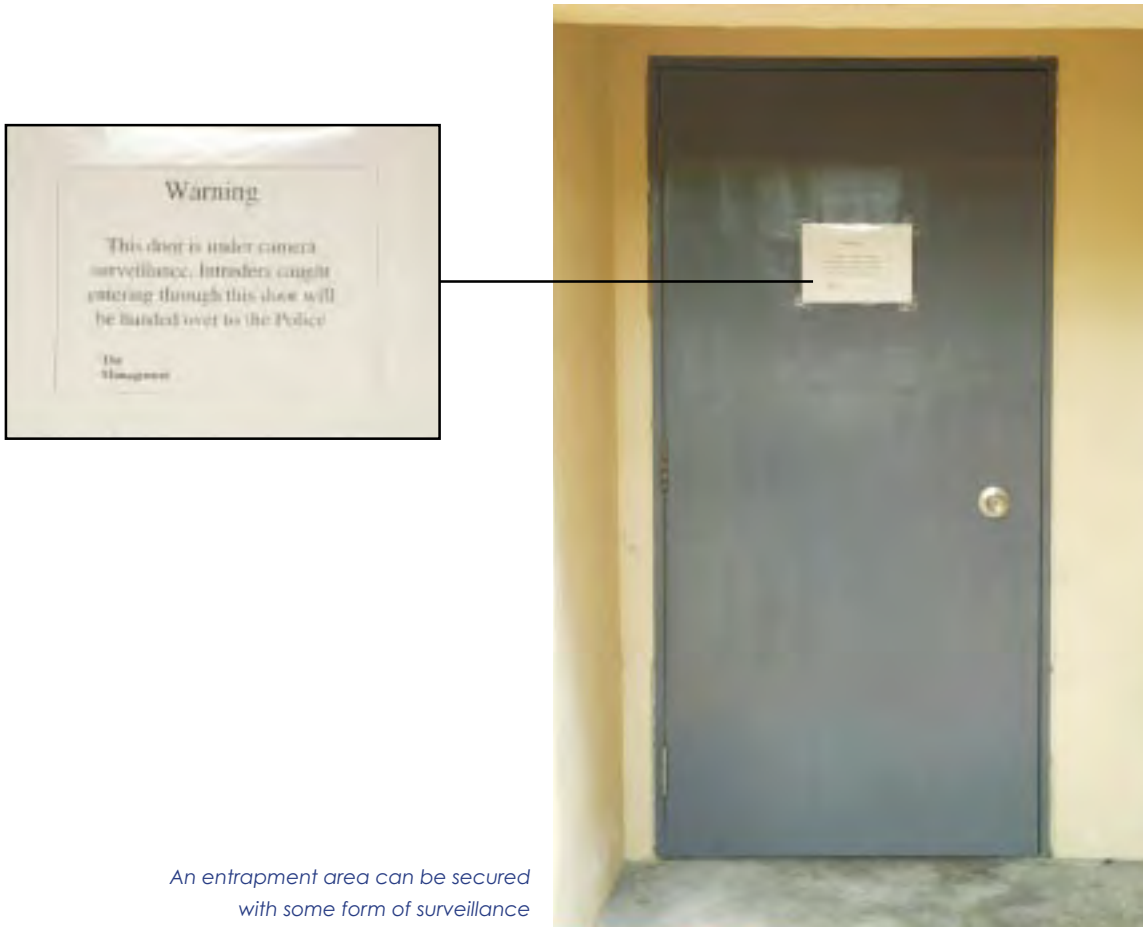
Emergency telephones, intercoms, security alarms should be installed to concealed or isolated routes to allow users to summon help in emergency.

8. ALTERNATIVE ROUTE SIGN

Signs should be placed at the entrance to indicate alternative well-lit and/ or frequently travelled routes. Certain pedestrian walkways, in the city for example, may be preferable during day time hours only. As such, an alternate route should be indicated for evenings and weekends at the entrance.

ENTRAPMENT AREAS

Entrapment areas are small, confined areas near or adjacent to well-travelled routes that are shielded on three sides by some barriers, such as walls or bushes. Examples are lifts, tunnels or bridges, enclosed and isolated stairwells, dark recessed entrances that may be locked at night, gaps in tall vegetation, a vacant site closed from three side by barriers, narrow deep recessed area for fire escape, grade-separated driveways or loading/ unloading areas off a pedestrian route. Parking lots, petrol kiosks and school buildings isolated by school yards can also become entrapment areas, especially when there is less activity after operating hours.



An entrapment area can be secured with some form of surveillance

1. ELIMINATION OF ENTRAPMENT AREA

If there is an entrapment area, such as a hidden area below or above ground, a private dead alley, a walled area or a storage area adjacent to a main pedestrian route, it should be eliminated.

2. CLOSING OF ENTRAPMENT AREA AFTER OPERATING HOURS

If elimination of an entrapment area is not possible, it should be locked or closed after operating hours. For instance, a passageway connection to a locked building should be locked as well.

3. VISIBILITY

It is preferable to have natural surveillance. However, if an entrapment area is unavoidable, the area should be well lit with some form of formal surveillance. In the case of lifts, incorporation of glass windows in the design of lift doors would be helpful.

4. ESCAPE ROUTE AND HELP

Design should provide for an opportunity to escape and find help. For example, fenced parking areas can have more than one pedestrian exit points. Deep recessed fire escape could act as an entrapment area despite being lit and thus it should be avoided.

ISOLATION

Most people feel insecure in isolated areas especially if people judge that signs of distress or yelling will not be seen or heard. People may shy away from isolated areas and in turn such places could be perceived to be even more unsafe. Natural surveillance from adjoining commercial and residential buildings helps mitigate the sense of isolation, as does planning or programming activities for a greater intensity and variety of use. Surveillance by the police and other security personnel to see all places at all times is not practical, nor economical. Some dangerous or isolated areas may need formal surveillance in the form of security hardware, i.e. audio and monitoring systems. Aside from its cost, the hardware must be watched efficiently and attentively by staff trained for emergencies.

Banking facilities can be located near pedestrian activities to reduce sense of isolation

1. NATURAL SURVEILLANCE OF ISOLATED ROUTES AND PUBLIC SPACES

Natural surveillance of public spaces such as plazas, open green spaces, isolated pedestrian routes and car parks should be encouraged through planning and design. Blank facades or buildings set far back at street level should be avoided as they can create a sense of isolation.

2. PROBLEMATIC ROUTES

Isolated routes to and from car parks should preferably be overlooked by surrounding buildings. In a low rise development, it is desirable to provide parking so that there is natural surveillance from the occupants of the buildings or surrounding areas.

3. FORMAL SURVEILLANCE

Telephones, emergency telephones or panic alarms should be adequately indicated by signs. Video cameras and patrols could help monitor isolated areas.

4. INCREASING ACTIVITIES

Compatible land use and activity generators create activities, thereby allowing visibility by users.

LAND USE MIX

A balanced land use mix is important for environmental, economic, aesthetic and safety reasons. Mixed uses must be compatible with one another and with what the community needs. For a residential development, a number of uses can be included by having a main street, a town square or park, prominent civic buildings and above all the ability of residents to walk to the place of work, to day care centres and to shops. The social value of frequenting local businesses provides a sense of security and safety as the local business people "watch" the street. Generally, any design concept that encourages a land use mix will provide more interaction and a safer place.

Compatible mixed uses can encourage activity, natural surveillance and contact among people

1. COMPATIBLE MIXED USES

Mixed uses should be compatible in order to encourage activity, natural surveillance and contact among people throughout the day. The first purpose in mixing uses should be to provide adequate and appropriate services to the primary users of an area. Examples include convenience retail shops, personal service shops and offices in primarily residential areas, especially if they provide local employment opportunities.

Childcare centres, health and fitness clubs and grocery stores in office areas including the possibility of adding residential uses at a later date, are other examples of compatible mixed uses.

2. BALANCING LAND USES

Land uses such as pubs, clubs and bars are inevitable elements of urban life. However, they can be perceived as negative or undesirable depending on their locations in the neighbourhood. In order to minimise their impacts on the community, such uses should be balanced with positive measures by carefully selecting their locations in relation to surrounding uses.

ACTIVITY GENERATORS

Activity generators are uses or facilities that attract people, create activities and add life to the street or space and thus help reduce the opportunities for crime. Activity generators include everything from increasing recreational facilities in a park, to placing housing in the central business district or adding a restaurant to an office building. They can be provided on a small scale or be added as supporting land use, or intensifying a particular use.

Open space within the central business district can be used for various activities

1. COMPLEMENTARY USES

Complementary uses should be introduced, to provide surveillance to potentially isolated areas, e.g. by locating administration office, lounge, TV room facing back lanes or side entrances.

2. REINFORCING ACTIVITY GENERATORS

Activity generators should be located along an "active edge" or along one or two pedestrian paths in large parks or on the boundary of large developments. An "active edge" creates a boundary of space that is inviting rather than threatening to passers-by. Appropriately licensed street vendors or food vendors should be encouraged in parks and the sensitive placement of seating areas informally generates activity along the edge of a path.

3. DESIGN FOR PROGRAMMING ACTIVITY MIX

Park planning and design should provide opportunities for enhanced programming, such as cultural, recreational and community activities.

4. GROUND-LEVEL ACTIVITY

Pedestrian oriented activities should be encouraged at ground level in high and medium density areas. Increased density generally attracts more people and may create more anonymity and a sense of fear. This sense of fear can be mitigated by creating more ground level activities such as retail which could add "eyes" on the street.

OWNERSHIP, MAINTENANCE AND MANAGEMENT

Sense of ownership, or territoriality, is often considered a vital factor in making a place safer. Taking responsibility and caring for an environment helps make it safer. If residents in a residential estate for instance, feel that the areas outside their doors do not belong to them, they will feel less safe, and will be less likely to intervene in a dangerous situation. Not knowing who has formal ownership contributes to insecurity since it is not clear who to report the problems to. On the other hand, measures taken to increase the sense of territoriality may sometimes increase opportunities for crime. The visual or real barriers separating many new housing developments from surrounding neighbourhoods may isolate residents from the wider community.

Artwork by residents of an apartment block at ground level promote sense of ownership

1. TERRITORIAL REINFORCEMENT

The properties that are normally not protected and that can easily be intruded should be defined by the presence of design features and maintenance. For example, poorly defined front and rear yards could be defined by a small fence or by regular maintenance of the surrounding landscape.

2. USE OF MATERIALS

Materials used for common facilities should be vandal resistant so that maintenance is minimal. Street furniture should be made of durable and vandal resistant materials.

3. MAINTENANCE ENFORCEMENT

Properties should be well maintained to create a perception of ownership and safety. Building maintenance by law enforcement is a critical part of fostering a sense of ownership.

4. REPORTING MAINTENANCE

Well displayed telephone numbers or web sites to call for repairs and report vandalism to properties, especially in public areas are desirable. For example, a broken lock, door or window or light could be reported.

5. MAINTENANCE PRIORITIES

Offensive graffiti should be promptly removed either by the property manager or the public authority. Response to litter pickup and repairs should be prompt. A well maintained space gives an impression of 'ownership' and 'care'.

6. MANAGEMENT

Efficient programming and management of spaces, formal surveillance and good maintenance, for example by the management corporations of condominiums, and town councils taking care of public housing, can also enhance personal safety. If prompt attention is not given to maintaining a property, the result of lack of maintenance can contribute to a sense of fear.

SIGNS AND INFORMATION

Well designed, strategically located signs and maps contribute to a feeling of security. Signs should be standardised to give clear, consistent, concise and readable messages from the street. Having addresses lit up at night will make them even more visible. Where it is difficult to find one's way around; signs with maps may help. Signs must be visible, easily understood and well maintained. Graffiti and other vandalism can make signs unreadable. If signs are in disrepair or vandalised, it gives an impression of lack of ownership and thus adds to a sense of fear.

Maps and directories should be well designed and strategically located

1. SIGN DESIGN

Signs should be large, legible and identifiable. The use of strong colours, standard symbols, simple shapes and graphics is recommended for signs of washrooms, telephones, information and help.

2 MESSAGE

Signs should convey the message with adequate information. For example, it should indicate where to go for assistance or help, or where the telephones and washrooms are, or the hours of operation of a underpass. The message should be conveyed in suitable language(s) or pictographs.

3. SIGN LOCATION

Signs should be strategically located at entrances and near activity nodes (e.g., intersections of corridors or paths) and placed for visibility at an appropriate height.

4. MAINTENANCE

Signs should be maintained on a regular basis to ensure that they are visible. This may involve trimming any landscaping growth or cleaning the sign. Clear signs in a car park help users to identify their location.

5. MAPS

In large parks and buildings, maps or leaflets containing information appropriate to the different needs of various groups of users should be available.

6. HOURS OF OPERATION

Where and when exits are closed should be indicated at the entrance of a route.

OVERALL DESIGN

The design and management of the environment influences human behaviour. A barren, sterile place surrounded with security hardware will reinforce a climate of fear, while a vibrant and beautiful place conveys confidence and care. Both the functional and aesthetic values of public and semi-public spaces contribute to a sense of safety. In particular, the degree to which users can find their way around influences the sense of security. Good design reinforces natural use of space and lessens the need to depend on signs in order to find one's way around.

Good functional and aesthetic design can contribute to a sense of safety

1 IMPORTANCE OF QUALITY AND BEAUTY

The design of the space, besides fulfilling functional objectives, should create an aesthetically pleasing environment that a person can enjoy. The security aspects should be considered as part and parcel of designing the space and fulfilling aesthetic values.

2. DESIGN CLARITY

The design of the space should be easy to understand. The entrances and exits, the places to find people and the places to find services such as washrooms or telephones should be easy to find for a person visiting the place for the first time. The more complex

a space, the more signs and other measures to improve accessibility need to be provided and this may lead to more confusion. An inviting environment creates an image that attracts people.

3. AVOID UNUSABLE SPACES

The purpose for designing a space should be clear. Unused and unusable "dead spaces" should be avoided.

4. NIGHT TIME USE

The design of the space should address night time use.

5 CONSTRUCTION MATERIALS

For better public safety and security, the design of the space should take into consideration appropriate materials, its placement, colour and texture to make the space inviting or uninviting. For example: bright and vibrant finishes create a sense of safety.

Appendix A

CHECKLIST

The design guide is summarised in the form of a checklist. The questions help you to go through the security aspects of a project. The checklist will provide an initial crime prevention through environmental design review for the project.

1. Sight lines
2. Lighting
3. Concealed or Isolated Routes
4. Entrapment Areas
5. Isolation
6. Land Use Mix
7. Activity Generators
8. Ownership, Maintenance, and Management
9. Signs and Information
10. Overall Design

Design guide for reviewing project – CHECKLIST

1. SIGHT LINES	Yes	No
• Can sharp corners or sudden changes in grades that reduce sight lines be avoided or modified?	❑	❑
• Does design allow clear sight lines and visibility at those areas where they are desired?	❑	❑
• Do areas of concerns such as stairwells, lobbies of high-rise building have clear sight lines?	❑	❑
• If sight lines are blocked, can it be made visible by using glass or can other enhancements such as mirrors or security cameras be provided?	❑	❑
• Does design allow for future sight line impediments such as landscaping in maturity?	❑	❑
• Does access to hidden areas such as underpasses or parking areas have clear sight lines?	❑	❑

2. LIGHTING		
• Is there a need for lighting to be provided if the paths or spaces are not used at night?	❑	❑
• Is lighting adequately provided such that a person can recognise a face from about 10 metres?	❑	❑
• Does lighting provide uniform spread and reduce contrast between shadow and illuminated areas?	❑	❑
• Is lighting provided too glaring?	❑	❑
• Are light fixtures provided for areas that require good visibility such as pedestrian routes and entrapment areas?	❑	❑
• Are light fixtures protected against vandalism or made of vandal resistant materials?	❑	❑

	Yes	No
• Is lighting at areas used during night time e.g. car parks, space around buildings adequately provided?	❑	❑
• Is back lane lighting required?	❑	❑

3. CONCEALED OR ISOLATED ROUTES

• Can concealed and isolated routes such as staircases, passageways or tunnels be eliminated?	❑	❑
• Are there entrapment areas within 50 - 100 metres at the end of a concealed or isolated route?	❑	❑
• Is there an alternate route?	❑	❑
• If a pedestrian cannot see the end of a concealed or isolated route, can visibility be enhanced by lighting or improving natural surveillance?	❑	❑
• Are concealed or isolated routes uniformly lit?	❑	❑
• Is there natural surveillance by people or activities through various land uses?	❑	❑
• Is there formal surveillance?	❑	❑
• Is access to help e.g. security alarm, emergency telephones, signage and information available?	❑	❑

4. ENTRAPMENT AREAS

• Is there an entrapment area and can it be eliminated?	❑	❑
• Can it be closed during off hours?	❑	❑
• Is the entrapment area visible through natural or formal surveillance?	❑	❑
• Does design provide for escape routes?	❑	❑

5. ISOLATION	Yes	No
• Does design incorporate natural surveillance?	❑	❑
• Do areas of concerns such as isolated routes and parking areas provide natural surveillance?	❑	❑
• If providing natural surveillance is not possible, are emergency telephones, panic alarm and attendants provided?	❑	❑
• Can compatible land uses be provided to increase activity?	❑	❑

6. LAND USE MIX		
• Are different land uses compatible?	❑	❑
• Can land uses that raise security concerns e.g. bars and pubs, be located where their impact is minimised?	❑	❑

7. ACTIVITY GENERATORS		
• Can complementary uses that promote natural surveillance be provided?	❑	❑
• Does design provide for complementary users?	❑	❑
• Does design reinforce activity?	❑	❑
• Is the area programmed for various events or activities?	❑	❑
• Can a clustering of uses be used to support the intended activity?	❑	❑
• Are ground level activities incorporated in design?	❑	❑
• Can areas be programmed to facilitate increased activity?	❑	❑

8. OWNERSHIP, MAINTENANCE & MANAGEMENT		
• Does the design provide territorial reinforcement through design features?	❑	❑
• Does the design allowed for easy maintenance?	❑	❑

	Yes	No
• Are there signs and information to guide people on how to report maintenance?	❑	❑
• Does the management of space provide maintenance priorities e.g. removal of offensive graffiti?	❑	❑

9. SIGNS AND INFORMATION

• Are signs visible and legible?	❑	❑
• Are signs conveying messages clearly?	❑	❑
• Is information adequate?	❑	❑
• Are sign strategically located to allow for maximum visibility?	❑	❑
• Are signs well maintained?	❑	❑
• Are maps provided in large areas such as underpasses, parks, etc.?	❑	❑
• Are signs displaying hours of operation?	❑	❑

10. OVERALL DESIGN

• Do quality and aesthetically pleasing built environments compromise security concerns?	❑	❑
• Is the scale of development consistent with neighbours to avoid large gaps on streets?	❑	❑
• Is design of the built environment simple and easy to understand?	❑	❑
• Is there space that can become dead space?	❑	❑
• How is the built environment used at night time?	❑	❑
• Are construction materials used to enhance safety and security?	❑	❑

Appendix B

EXAMPLES OF CPTED STRATEGIES APPLICABLE TO VARIOUS DEVELOPMENTS

CONDOMINIUMS AND PUBLIC HOUSING

Residential apartments overlooking outdoor play areas provide natural surveilance

1. SIGHT LINES AND HIDDEN SPOTS

Essential walkways through the area leading to and from MRT/ LRT stations, bus stops, parking lots and retail areas should have clear sight lines. The lift lobby should be open and visible from the interior of the building or the street.

Avoid hidden areas in corridors and stairwells. If not possible, use transparent materials or lift doors with glass windows and security mirrors to improve sight lines.

The interior of a lift may need installation of surveillance cameras or an angled mirror if the entire interior area is not visible to a person about to enter.

2. OPTIMISING USE AT GROUND LEVEL

Empty space should be used for housing, commercial and community services that are complementary to the needs of the residents.

3. ACCESS TO INDIVIDUAL BUILDINGS

Entrance areas to individual buildings should be clearly visible from adjacent streets and apartments.

4. SIGNS

Street names and block numbers should be visible from the public road as well as within the development.

Site maps at central locations may be located for visitors, delivery people and emergency services.

5. LIGHTING

Pedestrian walkways leading to buildings and car parks should be lit to public street standards.

Lighting of common areas such as corridors, lift lobbies and stairwells should be adequate and areas of shadows should be avoided.

6. FORMAL SURVEILLANCE

Management and maintenance staff should be trained to respond to emergencies.

Residents should be encouraged to report suspicious activities.

Security or maintenance staff should patrol parking areas and other common areas.

7. PARKING

Parking areas and access should be visible and well lit.

Visitor parking should be designated.

Parking within a building should be access controlled, well lit, properly signed and preferably with formal surveillance.

8. MANAGEMENT OF BUILT SPACE AND SECURITY

Management should have explicit policies related to security that allow for improving the quality of the environment and fostering a sense of common purpose.

9. LOCATION OF ACTIVITY GENERATORS

Outdoor play areas should be placed at safe locations where natural surveillance is possible.

10. NATURAL SURVEILLANCE

Drain pipes, parapets and ledges should not be located near windows, corridors and balconies. If unavoidable, they should face car parks, children's playground or roads to allow for natural surveillance.

Mailing boxes should be visible by the residents at the interior of the building corridor or lifts or stairs.

LANDED DEVELOPMENTS

An active resident committee can promote proper management of the neighbourhood

1. STREET PATTERN

The street pattern should be designed and/ or modified to reduce the opportunities for crime within the housing estates by maintaining simple and predictable grid patterns and by observing the following:

- reduce the number of intersections;
- access points to the neighbourhood should be highly visible;
- major traffic routes should not pass through the neighbourhood;
- conflict between pedestrian and vehicular traffic should be minimised to encourage pedestrian activity; and
- street pattern should be designed such that it is easy to find an address especially by emergency services.

2. LAND USE PATTERN

Commercial uses such as retail shops and offices should be located on main roads.

On the other hand, incompatible uses such as having a bar next to a school or religious assembly building should be avoided.

3. SCALE

The scale of new developments should be compatible with the surrounding developments.

4. MANAGEMENT AND MAINTENANCE

Sidewalks should be cleared of undesirable litter.

Neighbourhoods should be well managed by an active resident committee.

Safety audits may be conducted to identify problems in the neighbourhood.

Maintenance problems such as litter, vandalism, graffiti, burnt out lights on private property should be reported to the property owners/ management and dealt with.

5. OPEN SPACES

Open spaces and walkways should be designed to enhance security and safety.

6. SIGN AND INFORMATION

Signs may display maps at the entrances of individual developments indicating road names and block addresses.

This displayed information should be readable to motorists from a distance of at least 20 metres.

7. NATURAL SURVEILLANCE AND ACTIVITY GENERATORS

Opportunities for natural surveillance on the street should be introduced by encouraging front porches, balconies, more windows and convenience stores.

Open railings at balconies would be preferred to solid parapet walls.

8. CONTINUITY AND CLEAR OWNERSHIP

Entrances should be accentuated and well defined with landscaping, architectural design, lighting or symbolic gateways.

Fences that allow visibility from the street would be preferred.

Gaps such as empty lots should be given priorities for lighting and fencing.

9. STREET AND BACK LANE LIGHTING

Lighting should be of sufficient intensity to light the sidewalk as well as the street.

Trees and bushes should be trimmed adequately to allow unobstructed lighting.

Accesses from dwelling units to back lanes should be well lit and clearly visible from the street.

CENTRAL BUSINESS DISTRICT/ REGIONAL CENTRES/ TOWN CENTRES

Retail and entertainment uses at street frontages attract and enhance pedestrian activities

1. NATURAL SURVEILLANCE THROUGH GENERATING STREET-RELATED EVENING ACTIVITIES

Building along street frontages should be enhanced and strengthened by incorporating pedestrian oriented activities.

Retail and entertainment uses that open late such as restaurants and theatres should be encouraged at street level.

2. LAND USE MIX - RESIDENTIAL

A variety of land use mix should be encouraged with emphasis on residential and appropriate supporting services. As such, sidewalk cafes, street entertainers and street vendors which generate pedestrian activities could be introduced into the central business district, regional and town centres.

3. ACTIVITY GENERATION

Cultural and entertainment activities should be encouraged. These uses bring vitality after business hours and increase appeal for hotels, restaurants, shops and more business to locate within the central business district, regional and town centres, thereby attracting more people and tourists.

4. PEDESTRIAN ENVIRONMENT

Pedestrian environment should be visible.

Special treatment of sidewalks with adequate width, trees, lighting, banners, street furniture could contribute to an attractive and comfortable pedestrian environment.

OFFICES/ RETAILS/ HOTELS

Clear line of sight from reception desk allows easy surveillance of entrance

1. LOCATION OF WASHROOMS

Washroom entrances should be highly visible.

If the washroom entrance is through a corridor, it should be made visible from the shopping area. Alternatively, the security office could be located in close proximity to the washroom corridor.

2. SIGHT LINES

Receptionists should have clear sight lines of entrance areas from their workstations.

Receptionists should have communication link with security staff or other workers in case of an emergency. Security numbers could also be posted in the office.

3. REDUCTION OF ENTRAPMENT AREAS

Back lanes and loading/ unloading areas should be well lit.

Access to the service areas should be lockable.

Vacant properties should allow for natural surveillance so that there are no hidden spots that can act as entrapment areas.

Public telephones and ATMs should be located in areas of high use and away from entrapment areas.

4. CLUSTERING OF USES

Shops that open late should be clustered in one area, preferably near the entrance of the building.

5. SITTING AREAS

Ensure that public seating is located in areas which discourage loitering but enhance natural surveillance by placing seating in high traffic areas with clear sight lines in a number of directions.

6. SIGNAGE

Signs should be posted for washrooms, telephones, and other amenity areas in the shopping areas.

7. LIGHTING AND SURVEILLANCE IN PARKING AREAS

Surface parking area should be adequately lit.

For buildings with built-in car parks, the access to the car park and its interior should be well lit, free from entrapment areas with clear sight lines.

Avoid locating loading areas at entrapment areas.

Stairs or lift lobbies should be visible and allow for natural surveillance.

8. FORMAL SURVEILLANCE

There should be formal mechanical surveillance for areas and accesses to shops that operate late hours and facilities such as ATMs.

Organised security patrol in areas very prone to crime and vandalism is desirable.

Formal surveillance is encouraged in areas prone to loitering problems.

Management should monitor the access to the building.

Offices should be connected directly to security staff.

9. ACCESS TO ROOF TOP

There should not be unauthorised access to roof tops from within or from adjacent buildings.

EDUCATIONAL INSTITUTIONS AND SCHOOLS

Location and landscaping of school can be arranged to encourage natural surveillance from surrounding buildings and streets

1. LOCATION OF SCHOOL YARDS

Location and landscaping of school yards should be such that it encourages natural surveillance from surrounding buildings and streets.

2. OPTIMISING LAND USE

If possible, activities such as the use of school facilities for community activities or sports activities to bring people into the school yard after school hours should be encouraged.

Supervised recreation activities before and after school hours should be encouraged.

3. WALKWAYS

Frequently used walkways between buildings and other isolated walkways should be well lit to city street standards.

Walkways should avoid entrapment areas.

Emergency telephones should be well signed and lit along the walkways and bicycle tracks.

4. SIGHT LINES AND POTENTIAL ENTRAPMENT AREAS

Major walkways, bicycle tracks and entrances to buildings should have clear sight lines.

5. SIGNAGE

Besides other prominent signs, polytechnic and university campuses should include signs for emergency telephones along bicycle tracks, walkways and other isolated areas.

6. WASHROOMS

Washrooms should be well lit, visible and should not be located at isolated or remote areas.

7. FORMAL SURVEILLANCE

Walkways, bicycle tracks and parking areas should be regularly patrolled by the campus security.

Surveillance through hardware may be provided for any underpass connections between buildings.

INDUSTRIAL AREAS

Neat, visible and well-lit loading/ unloading areas minimise potential for hiding

1. SIGHT LINES

Land parcels and buildings should be visible from public or secondary roads.

Driveways should meet in areas where there are activities and orientation of buildings could be such that driveways are visible from the buildings.

The path to parking lots, bus stops and taxi stands should be visible from the buildings that they serve.

Avoid dead end driveways and street should be designed to increase surveillance opportunities from passing traffic and patrol.

Avoid creating hiding places such as alleys, storage yards, loading/ unloading areas and so on.

Parking lots should be visible from the street and well lit for night shift.

2. LAND USE MIX - INTENSIFICATION OF ACTIVITY AND DEVELOPMENT

Activities and developments that should bring in a steady stream of people to make the area less isolated should be encouraged, e.g. housing on the fringe, eating places, recreational areas etc.

3. LIGHTING

Lighting along entrance paths to buildings should be provided at the same level as street lighting.

Back lanes and loading docks should be well lit.

Internal footpaths should be well-lit and visible from buildings.

Lighting should illuminate entrapment areas such as the entrances to loading/ unloading areas.

Reporting of burnt out or vandalised lights should be encouraged.

4. LANDSCAPE

Trees and hedges along public or secondary roads should not obstruct visibility from buildings.

Hedges if necessary should not become convenient hiding spaces and could be spaced out to avoid total visual obstruction. This also applies to internal landscaping.

5. PARKING

Parking lots should be visible from the street and well lit.

Visitor parking should be designated.

6. LOCATION OF WASHROOMS

Washrooms should be well lit.

Entrance should be highly visible and not tucked away in inconspicuous locations.

7. SURVEILLANCE AND HOUSE KEEPING

Drain pipes, parapets and ledges should not be located near windows, corridors and balconies. If unavoidable, they should face car parks, children's playgrounds or roads to allow for natural surveillance.

Parking lots, bus stops and taxi stands should preferably be visible from the workstations of building security personnel.

Security or maintenance personnel should patrol parking and common areas and monitor access to buildings.

Common areas that do not have good visibility with the surroundings should be equipped with surveillance hardware.

Avoid locating loading areas at entrapment areas.

Good housekeeping should be encouraged to minimise hiding places.

Appendix C

EXAMPLES OF CPTED STRATEGIES APPLICABLE TO PUBLIC SPACES

CAR PARKS

Attendant booth should be located near entrances and predictable routes

1. SIGHT LINES AND POTENTIAL ENTRAPMENT AREAS

Stairwells and lift lobbies should be located where they can be viewed by the maximum number of people, for instance, near the outer edge of a building where there is a glass wall, or at the entrance to a shopping area.

Major route(s) in the car parks and to the exit(s) should be free of sharp turns. If there are sharp turns or pillars obstructing sight lines, this could be modified by using mirrors or other methods.

Potential entrapment areas such as storage rooms along the route should be kept locked.

Sight lines to the surface lots should be cleared of dense bush, solid fences, or advertisements that block the view.

Sight lines should be maximised especially from the entrance to a lot and from the parking attendant's booth, if there is one.

For road side parking in front of stores, low (not more than 1 metre in height) wrought iron fencing or low-growth, low maintenance bushes are preferable to other barriers. Gaps that could be used as hiding spots should be avoided.

2. LIGHTING

Car parks should be lit to the minimum standard of being able to identify a face from a distance of about 10 metres for a person with normal vision.

Lighting should be consistent and located where it can provide maximum visibility.

Light fixtures should be protected against breakage by, for example, the use of wired glass or other vandal proof materials.

The colour of the walls should allow the lighting to be used efficiently, i.e. painted white or other light colours.

Lighting at surface car parks should be adequate and uniformly distributed to avoid deep shadows. This could be achieved by providing more fixtures with lower wattage rather than fewer with higher wattage.

3. NATURAL SURVEILLANCE

Street level pedestrian activities should be incorporated at the ground level of multi-storey car parks.

Car park design should incorporate permitted kiosks for car accessories and car cleaning kiosks etc.

Car park design should be open (railings instead of walls) to allow for natural surveillance from adjacent streets and nearby buildings.

For surface parking, windows and openings can be placed in adjacent buildings to overlook the lots.

Surface parking lots should be located where it can be viewed by shops and residents.

Landscaping foliage should be maintained.

4. ATTENDANTS

Attendant booths should be located near entrances and predictable routes where there are clear sight lines.

Information and signs should provide guidance on how maintenance problems can be reported to attendants.

There should be attendants at all times who is trained to respond to emergencies in multi-storey car parks that operate into the late hours.

If there is no attendant, there should be several well-lit, clearly marked entrances/ exits, in order to avoid the car park lot becoming an entrapment area.

5. DESIGNATED PARKING LOTS

Designated lots for people with disabilities should be provided near an attendant if there is one, or otherwise near a safe accessible exit or near areas of natural surveillance.

6. FORMAL SURVEILLANCE

In larger car parks there should be emergency telephones on each level with illuminated telephone signs.

Additional surveillance measures such as well signed audio links or video cameras should be provided in stairwells, lifts and other isolated areas.

Patrols by security/ maintenance staff should be encouraged.

The repair of broken bulbs and other common maintenance problems should be promptly undertaken by the maintenance staff, who should be trained to respond to or report emergencies.

7. SIGNS AND INFORMATION

Exits and main routes should be clearly signed using distinctive colours and symbols so that users can easily find their cars.

Relevant telephone numbers should be displayed prominently so that users can be guided to report security problems.

Location identification signs should be provided.

Emergency telephones, if provided, should be signed with raised illuminated telephone sign.

8. BICYCLE PARKING

Bicycle parking facilities should be provided close to buildings.

In isolated areas such as parks, bicycle parking may be located adjacent to activity areas.

Secure bicycle racks should be provided.

9. TRAFFIC CALMING DEVICES

Traffic calming devices such as speed humps should be installed. Landscaping, providing it does not obstruct lines of sight, is a useful psychological influence to slow drivers down.

PARKS/ OPEN SPACES/ PLAYGROUNDS

Parks and open spaces can be planned and programmed for a range of activities

1. NATURAL SURVEILLANCE AND SIGHT LINES

Small parks or play areas should be clearly visible from adjacent streets.

Small parks or the edges of larger parks should preferably be overlooked by housing or commercial developments.

Where practical, walkways should have clear sight lines, especially where they curve or change grade.

2. ENTRAPMENT AREAS

Entrapment areas close to pathways through park design should be avoided.

Pathways may have a border of low-lying vegetation or high-branching vegetation, as opposed to other types of trees and bushes that can easily create entrapment areas and reduced sight lines.

Multiple entry and exit points should be provided in parks or playgrounds.

3. CLUSTERING AND PROGRAMMING FOR A RANGE OF ACTIVITIES

To increase use and natural surveillance, activity areas may be clustered or programmed for a range of activities. Some examples of leisure activities include community services, cafes, snack bars, community gardens, gardening centres, childcare, adult and senior health programs and travelling libraries.

Parks and open spaces should be planned and programmed for a range of activities, even if they are intended for passive use.

Space for street activities and supervised washrooms are some of the amenities that the public might appreciate.

4. LOCATION OF ACTIVITY GENERATORS

Park design should allow for the incorporation of activity generators such as food kiosks, information centres or special events.

Activity generators facing the park such as outdoor cafes and restaurants should be encouraged to attract users.

Activities should be located either along the edge of parks close to vehicular traffic or gathered together along pedestrian walkways.

To avoid isolation, some benches, fitness trails, tennis or basketball courts and bicycle paths in parks could be located adjacent to the perimeter of parks or along through-roads or combining them with the most used pedestrian paths.

For trails leading to dense vegetation, adequate warning signs should indicate that these trails lead users into isolated areas and suggest alternate routes.

Washrooms should be near children's playgrounds.

Food kiosks may be located near playgrounds where they are visible.

5. NIGHT TIME USE

The planning and design of the parks should take into account the possibility of night time use such as night tennis or evening walks. Such areas of the parks must be highly visible, properly lit and away from entrapment areas.

6. SIGNS AND INFORMATION

Signs should clearly indicate, using words, symbols and maps, the location of telephones, washrooms, isolated trails, less isolated alternative routes and any places where people are likely to be at most times while the park is open e.g., tennis courts.

Signs should be located at decision points, such as the intersection of two major paths or the entrance to the park.

Signs should indicate where and how help can be found and where maintenance problems and cases of vandalism can be reported.

The hours of operation should also be posted. Parks and open spaces should be signed for emergency telephone or panic alarm.

7. LIGHTING

Lighting along paths and areas intended for night use should be provided at the same level as streets.

A clear demarcation in terms of lighting levels should be introduced to differentiate areas that are not likely to be used at night from areas where there is likely to have activities.

Landscaping elements should be chosen and maintained so that they do not block light.

If the parks and open spaces are intended for night use, the paths and potential entrapment areas should be lit at pedestrian scale to street lighting level.

8. FORMAL SURVEILLANCE

In large parks, formal surveillance should be considered either by police, park attendants or community organised patrols.

Conducting safety audits should help identify safety and security concerns.

Park attendants or organised patrols should know how to respond to emergencies.

9. OPTIMISATION AND LINKAGES

Parks and open spaces should be improved to provide access to and from populated areas in order to increase the use of the park system.

Parks and open spaces should complement and be integrated with the sidewalk system to develop an open space and pedestrian network that attract more people.

10. MAINTENANCE

Parks and open spaces should be well maintained. Removing litter and graffiti, and replacing vandalised or burned out bulbs should be a priority.

BACK LANES

Back lanes should be well-maintained and free of inappropriate outdoor storage

1. LIGHTING

Back lane lighting should be provided.

2. AVOIDING ENTRAPMENT

Back lanes with dead ends should be avoided.

Dead end spaces should be blocked off with fences or gates.

3. ACCESS TO BACK LANES

Back lanes should be closed to vehicular traffic as much as possible.

Removable gates or bollards should be placed at the entrances to prevent access of vehicles. If access to vehicles is required, one way traffic can be considered.

4. MAINTENANCE

Maintenance of back lanes should be carried out regularly.

Inappropriate outdoor storage should be discouraged.

PUBLIC WASHROOMS

Approach to washroom entrances should be highly visible

1. SIGHT LINES/ LOCATION

Approaches to washroom entrances should be highly visible. Deep, contorted and recessed corridors leading to such facilities should be avoided.

2. ENTRANCES

For office and commercial buildings, maze entrances should be provided. Avoid placing public telephones near the entrance as potential offenders may monitor the movement in and out of the washroom from the public telephone.

Entrances to washrooms near playgrounds should be visible from the playgrounds as far as possible.

If there is more than one washroom, they should be located close to one another with clear sight lines.

3. MAINTENANCE

Vandalism and graffiti should be promptly cleaned.

The quality of finish and maintenance are important to a pleasant and safe washroom.

4. SIGNS

Washrooms should have signs alerting users to the location of emergency assistance and providing telephone numbers to report vandalism or maintenance problems.

5. ATTENDANTS

Attendants may be practical and required for washrooms which are located in remote areas.

6. LOCKS

Doors should not be lockable without a custodian's key in order to reduce the danger of entrapment.

SIDEWALKS/ WALKWAYS

Walkways should be clean and well maintained

1. SIGHT LINES AND POTENTIAL ENTRAPMENT AREAS

Walkways should be designed to allow good visibility around sharp corners. Inset areas along buildings or walls, tall fences, earth berms of overgrown vegetation may restrict visibility and offer potential for entrapment and should be avoided as much as possible.

2. MAINTENANCE AND CLEANLINESS

Walkways should be regularly maintained and cleaned.

3. LIGHTING

Where regular street lighting is not illuminating the walkways, lighting at pedestrian scale should be provided for the well travelled walkways.

Lighting should be at consistent levels, vandal resistant and at appropriate height.

Lighting intensity should allow a pedestrian to be able to identify a person about 10 metres away.

4. FORMAL SURVEILLANCE THROUGH PATROLS

Natural surveillance should be encouraged by creating opportunities for pedestrian activities.

Walkways in large isolated park areas may have formal surveillance by police or park patrol.

UNDERPASSES/ PEDESTRIAN OVERHEAD BRIDGES

Pedestrian underpasses can be designed with good visibility and clear sight lines

1. NECESSITY FOR GRADE SEPARATION

If the above or below ground pedestrian walkways has to be located in an isolated area with low pedestrian volume, signs should be provided at strategic locations to indicate where it leads to and if any alternate route is available.

2. AVOIDANCE OF HIDDEN SPACES

Pedestrian walkways should as much as possible, allow for high visibility by incorporating clear sight lines.

Any recessed surfaces or possible areas for hiding should be avoided.

If it is necessary for pedestrian walkways to take a sharp turn of more than 60 degrees, an angled full-length mirror should be placed so that pedestrians can see around the corner.

3. SIGN AND INFORMATION

Signs should display information such as the pedestrian walkways, hours of operation, alternate routes, location of telephones and panic hardwares.

4. ACTIVITY GENERATORS

If underpasses are long and well used, supporting activity generators should be encouraged such as a small confectionery or coffee shop/ kiosk.

Activity generators should be encouraged at route intersections to create higher visibility.

5. MAINTENANCE AND CLEANLINESS

Underpasses should be maintained and cleaned as regularly as possible.

6. VISIBILITY OF BELOW GRADE PEDESTRIAN WAY TRAFFIC

Access to the underpasses should be highly visible from the streets, adjacent uses, frequent pedestrian traffic areas and activity generators.

7. LIGHTING

The underpasses should be lit by natural or artificial sources to be able to identify a face from a distance of about 10 metres. Lighting sources should be protected from vandalism or manipulation.

Lighting should be regularly maintained.

8. FORMAL SURVEILLANCE

If the underpasses are more than 35 metres long, mechanical surveillance of the underpass or alternatively an alarm device or emergency telephone should be made available.

BUS SHELTERS/ TAXI STANDS/ MRT/ LRT STATIONS

Materials and construction details for bus shelters should be vandal resistant

1. SIGHT LINES

Commuters at bus shelters, taxi stands and entrances to MRT/ LRT stations should be clearly visible from streets and buildings as far as possible.

Any walls, berms, bushes, power boxes or solid fences that block the view should be eliminated or modified.

Advertisement on bus shelters should be located to ensure visibility of commuters.

2. AVOIDANCE OF ENTRAPMENT AREAS

Nearby entrapment areas created by landscaping or built form should be eliminated or modified.

3. SIGNS AND INFORMATION

Passenger information signs should indicate route schedules.

4. REDUCE ISOLATION

Bus shelters or taxi stands near to an isolated area such as a large parking lots, vacant land and, alleys or buildings set far back from the street should be avoided if possible.

5. BUS SHELTER AND TAXI STAND DESIGN

Bus shelters and taxi stands should be designed to ensure that there is no hiding space in or around the shelter.

Sitting rails instead of benches should be provided so as to prevent people from sleeping in bus shelters or taxi stands.

The materials and construction details for the shelter should be vandal resistant.

6. LIGHTING

The areas adjacent to bus shelters or taxi stands should be well lit.

7. MAINTENANCE

Bus shelters and taxi stands should be well maintained as far as possible.

The shelters should be identified by number and preferably a telephone number posted to report maintenance problems.

8. FORMAL SURVEILLANCE

Measures should be taken to improve drivers ability to respond to dangerous situations, e.g. through two way communications or a panic alert button.

Drivers should be trained to respond to emergencies.

All MRT/ LRT stations should have video and/ or other formal surveillance.

9. PATROLS

Police should be made aware of problematic MRT/ LRT stations, bus shelters or taxi stands.

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EXHIBIT I

CONSTRUCTION PROGRESS SCHEDULING USING SYNCHRO PROJECT SPECIFICATIONS

CONSTRUCTION PROGRESS SCHEDULING USING SYNCHRO PROJECT SPECIFICATIONS

PART 1 -- GENERAL

1.01 GENERAL REQUIREMENTS

A. It is expressly understood and agreed that the rate of progress and the time of completion of the work are of the essence for this contract. The work shall be executed with such progress as required to prevent any delay to this contract and to other projects or contractors working at the site. Compliance includes, but is not limited to, meeting contract milestone dates, compliance to scheduling submittals, working within any constraints and completion of all contract work within the allotted time.

B. The work specified in this section includes the preparation, submittal, and acceptance of a Baseline Schedule, construction progress schedules, schedule updates, recovery schedules, Time Impact Analysis (TIA) and revisions to the construction progress schedule. The construction schedule shall conform to the time provisions specified in the contract documents and the requirements of all other specified work sequence constraints set forth in the contract documents.

C. The work specified in this section also includes the preparation and submittal of a Synchro Project (.SP) for the required Baseline Schedule and monthly schedule update submittals specified in this section. This Synchro Project is required to ensure the Contractor has a feasible method for constructing the project. The CITY will review the Contractor's Synchro Project along with the accompanying schedule submittals to ensure the Contractor's construction approach is achievable and includes all the required work. The Synchro Project shall be updated and submitted each month as part of the monthly schedule update necessary for payment approvals.

D. The Contractor shall prepare and submit a Baseline Construction Schedule in accordance with the requirements of this section. By preparing and submitting the Baseline Construction Schedule and monthly schedule updates, the Contractor represents that it can and intends to safely execute the contracted work and all portions thereof including all activities of subcontractors, equipment vendors, and suppliers including submittals and re-submittals within the specified times and constraints. The Contractor also represents that the bid price covers all costs associated with the execution of the Work in accordance with the construction schedule and contract documents.

1.02 DEFINITIONS

A. ACTIVITY: A discrete work element of a project that can be identified for planning, scheduling, and controlling the construction project. Activities included in a construction schedule consume time and resources.

B. PREDECESSOR ACTIVITY: An activity that precedes another activity in the network.

C. SUCCESSOR ACTIVITY: An activity that follows another activity in the network.

D. CODE OF ACCOUNTS: A unique lettering or numbering system in which letters or numbers are assigned to each unique component of the work breakdown structure.

E. HARD LOGIC: Relationships with mandatory dependencies where the nature of the work itself dictates the order in which the activities should be performed. Construction of the walls before starting painting work is an example of mandatory dependency.

F. SOFT LOGIC: Also known as Discretionary Dependencies or Preferential Logic. Preferential logic that controls the critical path using constraints and lags will not be allowed.

G. HARD CONSTRAINTS: Override logical relationships and thereby prevent activities from being scheduled according to the logic. Hard Constraints include Mandatory Start, Mandatory Finish, Start On and Finish On.

H. CRITICAL PATH METHOD (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

I. CRITICAL ACTIVITIES: Activities on the critical path. To avoid project delays, work must start and finish on the planned early start and finish dates.

J. CRITICAL PATH: The longest connected chain of interdependent activities through the network schedule that establishes the maximum overall project duration or completion

of a milestone. There can only be one critical path for a project duration or a project milestone.

K. NEAR CRITICAL PATH: The Near Critical Path shall be defined as the “longest path” plus 15 working days total float.

L. FLOAT:

1. The measure of leeway in starting and completing an activity. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date or contract milestone.

M. FRAGNET: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

N. WORK AREA: An area of construction, a separate facility, or a similar significant construction element.

O. CONTRACT MILESTONE: An activity or event that must be completed by a specific date and to which liquidated damages may apply. Contract start and completion dates are considered Contract Milestones.

P. NETWORK DIAGRAM: A graphic diagram of a network schedule, showing activities and activity relationships.

Q. SCHEDULE OF VALUES: A realistic statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. The Schedule of Values should be produced from P6 and match the Cost Loading in the Schedule.

R. COST-LOADING: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total contract amount, unless otherwise approved by the City.

S. RESOURCE LOADING: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

T. WORK BREAKDOWN STRUCTURE (WBS): The WBS is a hierarchical structure of the Work to be performed under the contract.

U. CALENDAR DAY: All days in a calendar year including weekends and holidays. Contract duration is measured in calendar days against contract milestones.

V. PACING: An intentional slowing of work activities during a delay, or alleged delay, to project completion.

W. INSTALLED MAJOR EQUIPMENT: All major equipment installed as part of the final constructed facility.

X. CONSTRUCTION EQUIPMENT: All equipment utilized by the contractor to construct the facility but is not a part of the final constructed facility.

Y. SYNCHRO PROJECT: A 4D and/or a 4D + Cost model linking the City issued 3D model to the Baseline and Progress Updates at the level of schedule development specified, i.e. 180 Day Baseline, Complete Baseline, Progress Schedule, etc.

Z. BLACKOUT CALENDAR: An activity calendar that applies the non-work option in Primavera P6 Activity Calendars to create non-working days, weeks, and/or months when work is restricted from occurring. The City requires the use of blackout calendars for restricted activities rather than adjusted logic and durations.

1.03 SCHEDULER AND SYNCHRO PLANNER QUALIFICATIONS

A. The Contractor shall employ or retain the services of a Senior Project Scheduler who shall have experience in construction work sequencing, productivity, and scheduling as well as preparing and maintaining detailed construction schedules using the most current version of Oracle Primavera P6 software. The Contractor's scheduler shall attend all schedule related meetings, including progress meetings, job walks when necessary to verify schedule progress, schedule review meetings and special meetings pertaining to scheduling of the Work. This person, along with the Contractor's management team, is expected to work closely with the City Representative to deliver acceptable products outlined in this section and comply with the Reports requirements of this section.

B. The Contractor shall employ or retain the services of a qualified Synchro Planner who shall have demonstrated experience in developing Synchro Projects on projects.
The Contractor's Synchro Planner shall develop their own independent Synchro Project that incorporates the Contractor's proposed baseline or progress schedule that is included with each identified submittal.

C. If the Senior Construction Scheduler or Synchro Planner leaves the employment or retainage of the Contractor, the Contractor will be required to notify the City Representative in advance of the intended departure and fulfill the requirements of this subsection within thirty (30) calendar days of the departure of the Contractor's Senior Construction Scheduler or Synchro Planner.

1.04 SCHEDULING CONFERENCES

A. PRE-CONSTRUCTION SCHEDULING CONFERENCE:

1. The City Representative shall schedule and conduct a pre-construction meeting to kick-off development of the required construction schedule. Attendance by the Contractor's Senior Construction Scheduler and Synchro Planner are mandatory. At the meeting, the requirements of this section will be reviewed with the Contractor; the Contractor shall present their proposed methodology for the Baseline Construction Schedule, sequence of operations, and resource and cost/quantity loading methodology. The Contractor shall submit to the City Representative a written copy of its proposed WBS structure at this meeting.
The City shall review the WBS structure within ten (10) calendar days after submission by the Contractor. The Contractor shall make all modifications to the proposed WBS structure that are requested by the City. The WBS shall be correlated with the Contractor's Schedule of Values and the cost loaded schedule. The Senior Scheduler shall develop other activity codes and values needed to comply with the reporting requirements listed herewith, subject to acceptance by the City. The Contractor shall bring to the Pre-Construction meeting the Network Logic Diagram used in bid preparation. This will be used as a basis of discussion for the construction plan.

1.05 FLOAT

A. Float time is not for the exclusive use or benefit of either the City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and the contract completion date. Contractor's use of float shall be pre-approved by the City prior to use.

B. No time extensions will be granted nor delay damages paid unless a City-caused delay occurs which impacts the Project's critical path and the Contractor has complied with all related contract requirements. Other delays will be evaluated by the Contractor for concurrency to issues and be included as part of the Contractor's analysis.

C. Submittal of an early completion schedule shall not provide a basis for the Contractor to claim an excusable delay for any time earlier than the contract completion date. Any early completion schedule shall be approved by a contract change order.

1.06 LOGIC AND LEVEL OF DETAIL

A. The project schedule shall include activities of sufficient detail to accurately represent and clearly convey the Contractor's feasible plan for the timely completion of the full scope of the work. The Contractor shall be responsible for developing the logic of the Baseline Schedule and for updating the logic each month to accurately reflect the progress of the work to date and the Contractor's current plan for the timely completion of the work. The schedule logic for each activity shall be constructed by determining which activities must be completed before any subsequent activity can start, which activities can occur simultaneously with the predecessor activity, which activities cannot start until another activity is complete, and the impact of all resource limitations on activity sequencing, activity durations, and activity dates. Every activity, except the project start and finish milestones, shall have a minimum of one predecessor and one successor. All paths through the project schedule shall proceed in the direction representing the progression of time; start to finish logic is disallowed. Activity lags shall not have a negative value. Redundant ties to preceding activities in a sequential series of activities will not be permitted.

B. The activity descriptions shall be specific and discrete such that it cannot be confused with any other activity description. For example, "Form Concrete Wall" is too broad; there must be a description of the unique location of the wall. Similarly, activities that are discrete should not be combined. Further, to assist the development of the Synchro Project, the schedule activity descriptions should be similar to the objects in the Synchro Project to facilitate linking of the Synchro Project and schedule.

1.07 SCHEDULE SOFTWARE SETTINGS AND RESTRICTIONS

A. Contractor shall use the most current version of Oracle Primavera P6 software to produce the contract schedules and reports as specified herein. The schedule files shall be submitted

in Primavera's Proprietary Exchange (XER) format until such time as Primavera recommends transferring to their Extensible Markup Language (XML) format. Reports shall be in Adobe Portable Document Format (PDF).

B. ACTIVITY CONSTRAINTS:

1. Date/time constraint(s), other than those required by the contract, will not be allowed unless accepted by the City. Identify any constraints proposed and provide an explanation of the purpose of the constraint in the Narrative Report. Any finish constraints for City required milestones must use a 'Finish on or Before' type designation and have logic ties. No hard constraints, which include Start on, Finish on, Mandatory Start, and Mandatory Finish, are allowed. The contractor shall not use any manual date entries that override schedule driven dates based on duration and network logic.

C. LAGS:

1. Lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time).

D. DEFAULT PROGRESS DATA DISALLOWED:

1. Actual Start and Actual Finish dates on the CPM schedule shall match the dates provided from Contractor Quality Control Production Reports, Contractor daily reports, and other contemporaneous project documentation.

E. SOFTWARE SETTINGS:

1. Schedule calculations and Out-of-Sequence progress (if applicable) shall be handled through Retained Logic, not Progress Override. All activity durations and float values will be shown in days. Activity progress will be shown using Remaining Duration. Default activity type set to "Task Dependent." User preference settings shall be set to hours with the show unit label box checked and zero decimal places. The "Durations Format" shall be set to days with the show durations label box checked, and zero decimal places.

2. The critical path shall be calculated by selecting the Longest Path as opposed to Total Float.

F. Activities unless otherwise approved will be "physical percent complete" type. Duration percent complete will only be used on City-related activities such as submittal reviews.

G. Duration Type shall be set to Fixed Duration and Units.

H. The "Automatically Level resources when scheduling" box shall not be checked. All schedule submittals, and schedule related data of any kind, shall not be resource leveled and shall be the basis for rejection if submitted with resource leveling.

I. The project critical path shall be displayed using both the ‘Critical’ and ‘Longest Path’ filters in P6.

1.08 COST LOADING

A. The activities contained within the schedules shall be cost loaded using labor, non-labor and material resources, and they shall equal the Contract Total Price with Sub-Totals. Contractor is required to cost load the construction schedule using price per unit. For example, the labor unit would be $ per hour; the material unit would be material cost per unit installed. The non-labor resources shall be used exclusively on activities containing equipment. Equipment shall include installed and construction equipment specified as price of equipment. The resource coding and name shall distinguish between installed and construction equipment. An example of price per unit cost loading is shown below:

   1. One (1) labor unit = $1of labor

   2. Material unit of $1 for 1 unit

   3. Equipment unit of $1 for 1 unit

B. Procured items, including installed equipment, should be budgeted as part of separate procurement activities such that the installation activity is not statused as started when the procured material is onsite, and installation has not begun. O&M and Training activities shall be their own cost-loaded schedule activities. Project record documentation (as-builts) shall also be a separate cost-loaded schedule activity.

C. Overhead and profit shall be prorated evenly on all cost loaded activities. Alternatively, overhead may be treated as a Level of Effort activity or activities. The Contractor shall not unbalance the activity cost loading, nor shall the Contractor utilize Resource Leveling as a technique for extending activity durations. The approved Schedule of Values, as generated from the Cost Loading becomes the basis for the Payment Application.

D. Every construction activity that contains labor shall be cost loaded.

E. Fabricate and Deliver activities shall be cost loaded to cover the material or equipment costs. The Fabrication activities shall utilize a material or equipment resource.

F. Commissioning activities shall be cost loaded using a labor resource.

G. The cost loading and progress payments for long lead procurement items will be discussed at the pre-construction meeting.

H. Once the Schedule of Values is accepted with the Baseline Construction Schedule, requests for changes to the Baseline Schedule of Values will not be approved unless approved in writing by the City Representative.

I. In Oracle Primavera P6, for actual monthly costs to store correctly, the Contractor must setup the financial period to equal the first and last date of the calendar month, regardless of the actual monthly cutoff date. Financial periods cannot bridge 2 months and must equal the full month. Please see example below.

Sample Echo Water Project Construction Schedule Financial Periods		
Financial Periods		
Period Name	Start Date	End Date
1/1/2018	1-Jan-18	31-Jan-18
2/1/2018	1-Feb-18	28-Feb-18
3/1/2018	1-Mar-18	31-Mar-18
4/1/2018	1-Apr-18	30-Apr-18
5/1/2018	1-May-18	31-May-18
6/1/2018	1-Jun-18	30-Jun-18
7/1/2018	1-Jul-18	31-Jul-18
8/1/2018	1-Aug-18	31-Aug-18
9/1/2018	1-Sep-18	30-Sep-18
10/1/2018	1-Oct-18	31-Oct-18
11/1/2018	1-Nov-18	30-Nov-18
12/1/2018	1-Dec-18	31-Dec-18

1.09 RESOURCE LOADING

A. Schedules shall include resource loading, also known as manpower loading, showing at a minimum, the composite crew, the classification (e.g., foreman, journeyman, etc.) of the individual craftsman comprising the crew, materials or equipment associated with each construction and commissioning activity shown on the schedule, plus any other information required by the City. Manpower shall be expressed as manhours.

B. Manpower resources shall be listed in the Resource Library of the Primavera Software and the Contractor shall assign manpower resource loading by trade for each work activity of the schedule.

C. The Contractor warrants that it will allocate resources and costs based upon Early Date curves and Late Date curves as well as all area between these two curves. The Contractor also warrants that the cost of performing the work, based upon both curves, is included within its bid price.

D. Work performed by the prime contractor and all subcontractors with a contract value greater than or equal to two (2) percent of the Prime Contract Value shall use the following resources:

1. Labor
2. Materials
3. Installed Major Equipment (refer to Section 1.02 Definitions)
4. Construction Equipment (refer to Section 1.02 Definitions)
5. Manhours

E. The Prime Contractor, and each of the subcontractors with a contract value greater than or equal to two (2) percent of the Prime Contract Value, shall create separate Labor, Material and Nonlabor (Equipment) resources for the Prime Contractor and each subcontractor. The resources shall be titled with the name and/or trade of the Prime Contractor and subcontractors and shall match the responsibility activity code assigned to each activity.

1.10 ACTIVITY CALENDARS

A. All calendars shall be given specific project names and defined clearly in Oracle Primavera P6. For example, "CHAC Standard 5-day with Holidays," "CHAC 6-day with Holidays," Calendars for different trades if used, should be specified. All calendars and activity coding within the schedule shall be "Global" rather than "Project" level and shall have a unique prefix of the City contract number.

PART 2 -- PRODUCTS

2.01 180-DAY SCHEDULE

A. Within sixty (60) calendar days after Notice to Proceed, the Contractor shall submit to the City the Preliminary Construction Schedule for all work in the first One Hundred Eighty (180) calendar days following NTP, as well as a general approach for the remainder of the Work. The detailed activities in the first 180 calendar days shall be cost and resource loaded. The remaining portion of the work may be summary activities assigned to the Contractor's planned baseline WBS structure and shall be cost-loaded to equal the full contract amount.

B. The City Representative, Contractor and its Senior Project Scheduler shall meet within fourteen calendar days (14) of the submittal of the One Hundred Eighty (180) calendar day Construction Schedule to review and make any necessary adjustments or revisions. The Contractor shall submit the revised One Hundred Eighty (180) calendar day Construction Schedule within fourteen (14) calendar days after receiving comments. Such re-submittal shall be reviewed by the City Representative within fourteen calendar

days (14) of receiving such re-submittal. The One Hundred Eighty (180) calendar day Construction Schedule, when revised, will represent the Contractor's planned means, methods, and sequences for performance of the Work required in the One Hundred Eighty (180) calendar days following NTP and is to be incorporated as the first One Hundred Eighty (180) days of the Contractor's Baseline Construction Schedule. The One Hundred Eighty (180) day schedule will include, but not be limited to work tasks that will or may be critical to performance within the Contract Time including, but not limited to, the following:

1. Planning.
2. Mobilization.
3. Key shop drawing and sample submittals.
4. Fabrication and delivery of key and long-lead procurement elements.
5. Contractor and Subcontractor Activities
6. Activities for the City, other contractors, utility providers, tenants, or other third parties.
7. Specific phasing as required by Contract.
8. Summary activities for the remaining duration of the contract.

C. The 180-day schedule shall be cost loaded as described in the Cost Loading Section of this specification.

D. The Contractor shall include a Schedule Narrative with the 180-Day Schedule submittal.

2.02 BASELINE CONSTRUCTION SCHEDULE AND SYNCHRO PROJECT

A. The Baseline Construction Schedule and Synchro Project shall be constructed to show sequence and duration of the activities the Contractor proposes to carry out the Work. The schedule shall be resource (manpower and equipment) and cost loaded and should indicate any restrictions on the availability of work areas. The Contractor shall utilize the Baseline Construction Schedule and Synchro Project in planning, scheduling, coordinating, and performing the work under the Contract (including all activities of Subcontractors, equipment vendors, and Suppliers). The Baseline Construction Schedule is the basis of the Schedule of Values and 4-week look-ahead schedules. The approved 180-Day Schedule shall be incorporated into the Baseline Schedule without any changes or progress. The Synchro Project submitted with this Baseline Schedule shall demonstrate the feasibility of the Contractor's Civil and Concrete plans. Among other elements, this Synchro Project shall demonstrate the ability to meet concrete pour, cure and strip requirements including restrictions on adjacent pours, the ability of the crane and concrete pumping equipment to reach all areas of the concrete work, and a logical

plan for completing and exiting the work. The Synchro Project shall demonstrate all work including Mechanical and Electrical work and Commissioning phases.

B. Within ninety (90) days after Notice to Proceed, the Contractor shall submit the Baseline Construction Schedule and Synchro Project to the City, including a written narrative to further explain the plan as set forth in its CPM logic network and schedule. The Contractor shall schedule a workshop prior to submittal of the Baseline Construction Schedule to present the schedule plan and Synchro Project. Within 5 workings days from Baseline Schedule submittal, the Contractor shall conduct a Baseline
Schedule and Synchro Project presentation describing the schedule in detail and the Contractor's means & methods for construction. The City shall accept or reject, in writing, the Contractor's Baseline Schedule and Synchro Project within thirty (30) Calendar Days after receipt of all required information. If rejected, the Contractor shall make necessary modifications to the Baseline Schedule and Synchro Project and resubmit to the City within fourteen (14) Calendar Days. The City shall accept or reject, in writing, the revised Baseline Construction Schedule within 14 calendar days of resubmittal. Once accepted, the Baseline Construction Schedule shall be used for monitoring and evaluating Contract performance, including, but not limited to progress, progress payments, changes, and delays.

C. No more than 20 percent of the activities may be critical or near critical. The Near Critical path shall be defined as within 15 working days of the critical path

D. The Baseline Construction Schedule shall demonstrate the final level of detail for each activity and shall contain the required relationships completely identified and the durations of each activity correctly depicted. The Baseline Construction Schedule shall be developed as follows:

1. The Baseline Construction Schedule and Synchro Project shall contain no contract changes or delays which may have been incurred during the interim schedule development period. These changes will be entered at the first update after the baseline schedule has been accepted and a change to the contract time or duration was made via an approved change order.

2. The Baseline Construction Schedule and Synchro Project submitted for review and acceptance by the City shall contain no status and the data date shall be the contract notice to proceed date.

3. The Baseline Construction Schedule shall clearly indicate the longest critical path of activities from notice to proceed to the contract completion date or contract milestone.

4. The Baseline Construction Schedule will contain all cost information assigned to each of the specific activities at the final level of detail. Every construction activity that contains labor, construction equipment or permanent equipment shall be cost and resource loaded to permit initial generation of a cash flow curve and resource curve.

E. The Comments made by the City on the Baseline Construction Schedule and Synchro Project, during review, will not relieve the Contractor from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the accepted schedule and the requirements of the Contract Documents, the Contract Documents shall govern. The Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Contractor's Notice to Proceed date and concluding with the Contract Completion.

F. Access Requests must be submitted prior to starting work in any area, and additional specific Access Requests must be submitted for each shutdown and cutover. Access Requests shall be submitted a minimum of 10 working days prior to the need date. Activities for the Access Request Submittal, City Review Period, and Access Request Approval shall be included in the baseline schedule.

G. The Baseline Construction Schedule and Synchro Project shall reflect the Contractor's true plans for progressing and performing the work. The Contractor shall be responsible for the means, methods, and duration and certifies that the schedule duration and contract period is achievable and Contractor's estimate/bid, and/or budgets, are based upon sequences shown in the schedule.

H. The Baseline Schedule and Synchro Project shall provide the Contractor and the City with a tool to monitor and follow the progress of all phases of the Work. The Baseline Schedule submitted to the City shall comply with all limits imposed by the Scope of Work, with all contractually specified intermediate milestone and completion dates, and with all constraints, restraints or sequences included in the Contract. The Contractor shall obtain subcontractor written concurrence with its Baseline Construction Schedule for all subcontracts with a contract value of 2 percent or greater of the prime contract value.

I. The Baseline Construction Schedule shall incorporate and include:

1. Appropriate administrative activities and contract specified review periods (including the City and third parties) for all and phases and components of work.

2. Required cost, resource and activity codes.

3. Project milestones dates and overall construction activities and project completion dates.

4. Project budget, schedule of values and the cost basis for progress payments.

5. Commissioning activities.

6. Punch list and final completion activities.

J. Failure to include in the schedule any element of Work required for performance of Contract shall not excuse Contractor from completing all Work required within applicable time constraints, notwithstanding the City's acceptance of Contractor's Baseline Construction Schedule.

K. Nothing in these requirements shall be deemed to negate or diminish Contractor's authority and responsibility to plan and schedule Work as required, subject to requirements of Contract Documents.

2.03 SCHEDULE NAMING REQUIREMENTS

A. To assist the City in consolidating the schedules from all the projects, a standard naming convention has been adopted. The Project name in P6 and the schedule file name should be the same as the following example:

CHACC Baseline01 Feb18 DD022818 - SD030518 R1

Where:

CHAC = the code for the project, in this case City Heights Annex C = the Construction phase
Baseline = the type of schedule submittal, which can also be Update, Recovery or Time Impact Analysis
01 = the submittal number or version
Feb 14 = the month and year of the schedule submittal
DD = the Data Date, in this example Feb 28, 2018
SD = the Submittal Date, in this example March 5, 2018
R1 = the revision number. Don't include R0. The Revision number doesn't apply to Baseline schedule submittals which are already numbered.

B. P6 has a Project ID code, which also needs to be named consistently as shown in the following example:

CHACC BAS01 FEB 18 R1

Where:

CHAC = the code for the project, in this case City Heights Annex C = the Construction phase
BAS = Baseline, which could be UPDATE, or REC or TIA.
01 = the submittal number or version
Feb 18 = the month and year of the schedule submittal
R1 = the revision number. Don't include R0. The Revision number doesn't apply to Baseline schedule submittals which are already numbered.

2.04 ACTIVITY CODES

A. The project schedule shall utilize the following activity codes and code values. Unless otherwise specified, a value for each code shall be assigned to each activity. In the event it is unclear which code value assignment should be made for an activity, the City will make the final decision. The Project ID (City Contract Number) shall be the prefix for all Activity Codes. All City-required Activity Codes should be global.

Activity Code	Description
(Project ID) Phase	Phase of Work, Examples include Submit, Review & Approve, Fabrication, Deliver, Mobilization, Construction, Commissioning etc.
(Project ID) Work Area	Assign Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew, from working in more than one work area at a time due to restraints on resources of space. Examples of Area code include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities shall not have more than one Area code. Not all activities are required to be work area coded.
(Project ID) Responsibility	Assign a Responsibility code to all activities indicating who is responsible for performing the activity. Examples include Electrical, Mechanical, Plumbing, Fire Protection, the City, General Contractor Etc. Responsibility code may be named to the company performing the work.
(Project ID) System	Assign System code to the group of activities that comprise a system that will be Commissioned during the commissioning phase. Examples of a System are: Chemical Treatment System, Sprinkler System, HRSG System, SCADA System, Switchgear etc.
(Project ID) CSI	All procurement and submittal activities shall be assigned a 6 digit CSI code identifying Submittals, Purchase Orders, Fabrication and Delivery activities. The City uses CSI's Master Format 50 numbering system.
(Project ID) Cost ID	All cost loaded activities shall be assigned a cost code for the purpose of categorizing costs into accounts.
(Project ID) Change Orders	The Contractor shall use a City-provided change order code structure containing the change order number and a description of the change order.

(Project ID) Construction Equipment	Assign an equipment code to construction activities utilizing major construction equipment (valued over $100,000). Specify type of equipment.
Activity Code	Description
SRCSD Project Code	The Contractor shall add the City's Project code to all activities. For CHAC, for example, use the Code Value of "CHAC" with a Description of "City Heights Annex (CHAC)"
(Project ID) 180-Day Schedule	Assign an activity code to all activities to be reviewed and approved as part of the 180-Day Schedule, which includes all activities within the 180-day window
(Project ID) Major Equipment	Assign an activity code to all activities related to procurement of Major Equipment.
SRCSD Access Requests	Assign an AR Code to all access request activities.
(Project ID) Milestones	The Contractor shall add a Milestones code to all milestones in the schedule.
(Project ID) Weather Sensitivity	Code (WS or NWS). Assign Category of Work Code to all Activities based upon Weather Sensitive Installation or NonWeather Sensitive Installation.

2.05 ACTIVITY ID

A. Every Activity ID in the baseline and updated schedules shall be preceded by a 3 or 4 letter prefix code followed by a dash. All suffix coding to the right of the dash is at the discretion of the Contractor. The prefix code for the CHAC project is 'CHACC-'.

B. If for any reason an Activity ID is deleted or removed from the schedule, it may not be reused for another activity. Similarly, once the baseline construction schedule is accepted, activity descriptions may not be changed without the permission of the City.

2.06 SCHEDULE SUBMITTALS

A. In accordance with the RFP, submit all required schedule submittals in the following format:

1. One (1) electronic copy of the Oracle Primavera P6 XER file along with relevant layout PDF files. Embed all filters in the layouts submitted and include all layouts used to generate PDF files.

2. One (1) electronic copy of the Oracle Primavera P6 XER file including all project layouts.

3. One (1) PDF copy of all reports, bar-charts, time-scaled diagrams, histograms, scurves and narrative.

4. One (1) electronic copy of the Synchro Project SP file.

5. One (1) electronic copy of the Oracle Primavera P6 XML file.

B. VARIANCE REPORT:

1. With each updated schedule submission, provide a computer-generated Log Report listing all changes made between the previous schedule and current updated schedule. Identify the name of the previous schedule and name of the current schedule being compared showing all changes to the Schedule. This report will as a minimum show changes for: Added & Deleted Activities, Original Durations, Calendars, Descriptions, Constraints (added, deleted or changed), Added/Deleted Resources, Resource Quantities, Costs, Added/Deleted Relationships, Changed Relationship Lags, a Critical Path Analysis, Float Analysis, Open Ended Activity Analysis. A narrative shall be included in the variance report stating the reason for the changes listed above.

C. CPM REPORTS: Concurrent with the CPM schedule, submit in PDF format the reports listed below. The specific format of the required reports will be discussed at the Preconstruction Scheduling Conference.

1. Critical Path Gantt Chart (as further described in Section 2.02.A)

2. Critical and Near Critical Path Gantt Chart as further described in Section 2.02.A

3. Activity ID Report: List of all activities sorted by activity number.

4. Activity Schedule Bar-chart: Sorted by phase, area, start and finish.

5. Logic Report: List of preceding and succeeding activities for all activities, sorted by phase, area, start and finish.

6. Total Float Report: List of all activities sorted by phase in descending order of total float, then descending finish.

7. Schedule of Values Report generated from the Oracle Primavera P6 schedule grouped by the Cost ID activity code and filtered by “budgeted total cost is not equal to $0.” Sort by Activity ID with the following columns:

    a. Activity ID

    b. Activity Name

    c. Remaining Duration

d. Start

e. Finish

f. Cost Percent Complete

g. Physical Percent Complete

h. Previous Physical Percent Complete

i. Budgeted Total Cost

j. Actual Total Cost

k. Actual This Period Total Cost

l. Previous Applications Total Cost

m. Remaining Total Cost

n. At Completion Total Cost

8. PROJECT CASH FLOW S-CURVE: Show the monthly budgeted costs, actual costs and estimate at completion. Include cash curves for early and late start and finish dates.

9. MANPOWER HISTOGRAMS: Showing project overall labor hours per month and trade labor hours per month (carpenters, masons, electricians, laborers, foremen, etc.)

10. MATERIAL AND EQUIPMENT STATUS REPORT: Showing the status of materials and equipment stored on-site and materials and equipment stored in bonded warehouse(s).

11. CONSTRUCTION EQUIPMENT HISTOGRAMS: Show project overall equipment count per month by major equipment category count per month (cranes, excavators, etc.).

2.07 BASELINE NARRATIVE

A. The Contractor shall provide a written narrative accompanying the electronic version of the Contractor's Baseline Schedule submission. This narrative shall explain the Contractor's approach for meeting all milestones and project completion dates. It shall also include a clear description of the critical path activities from beginning to end and describe anticipated crew sizes, production rate and anticipated problems of major activities along the critical path.

B. In the written narrative, the contractor shall include the basis and assumptions used to develop the Contractor's Baseline Schedule. The contractor shall include crew sizes, equipment requirements, and anticipated delivery dates; restraints; critical path activities; activities requiring overtime or additional shifts; activities that contain time contingencies for impacts to be expected from normal rainfall; holidays and other nonwork days; potential problem areas; permits; coordination required with the City and third party agencies; and long lead delivery items requiring more than 30 calendar days from order to delivery. The narrative shall also include a description of winterization activities necessary for work to continue through normally inclement weather periods.

2.08 N/A

2.09 SCHEDULE UPDATE PROCESS AND PAYMENTS

A. Contractor's monthly payment applications shall not be accepted and processed for payment by the City Representative without Baseline Schedule progress updates submitted in the time and manner required by this specification which accurately reflect the allowable costs due under the Contract Documents and are accepted by the City.

B. N/A

C. The Schedule Update Submittal shall include:

1. A detailed Gantt chart showing all activities organized by Work Breakdown Structure. The activity columns shall include Activity ID, Activity Name, Original Duration, Remaining Duration, Duration Percent Complete, Physical Percent Complete, Start, Finish, and Total Float. The critical path shall be clearly shown.

2. A Critical Path Gantt chart showing Longest Path grouped by WBS to level 1 only. The activity columns shall include Activity ID, Activity Name, Remaining Duration, Start, Finish, and Total Float. The critical path and relationship lines (logic) shall be clearly shown and based upon the critical and longest path.

3. A Critical and Near Critical Path Gantt using the "calculate multiple float paths" option in P6 with the "display multiple float paths ending with activity" set to each of the contract milestones. Set the number of float paths to thirty (30). Group the report by "Float Path" and filter for float value 15 days from the float value showing on each contract milestone. The activity columns on the tabular data portion of the schedule shall include Activity ID, Activity Name, Remaining Duration, Start, Finish, and Total Float. The critical path and relationship lines (logic) shall be clearly shown.

4. A Schedule Variance Report shall be submitted comparing the current schedule submittal with the previously accepted schedule. Display the baseline project bars and milestones in the Gantt Chart. Include the following categories:

a. Activity ID

b. Activity Name

c. Original Duration

d. BL Project Duration

e. Variance – BL Project Duration

f. Start

g. Finish

h. BL Project Start

i. BL Project Finish

j. Variance – BL Project Finish Date

5. Schedule of Values Report generated from the Oracle Primavera P6 schedule grouped by the Cost ID activity code and filtered by "budgeted total cost is not equal to $0." Sort by Activity ID with the following columns:

a. Activity ID

b. Activity Name

c. Remaining Duration

d. Start

e. Finish

f. Cost Percent Complete

g. Physical Percent Complete

h. Previous Physical Percent Complete

i. Budgeted Total Cost

j. Actual Total Cost

k. Actual This Period Total Cost

l. Previous Applications Total Cost

m. Remaining Total Cost

n. At Completion Total Cost

D. An updated Synchro Project linked to the current progress schedule submittal shall be submitted with the Progress Schedule update. Approved design and field changes reflected in the schedule activities shall be incorporated into the monthly Synchro Project update.

E. All changes to Schedule Updates must be accepted by the City. If the Contractor desires to make a change to the current accepted Progress Update Schedule, the Contractor shall request permission from the City in writing, stating the reasons for the change as well as the specifics, such as revisions to activities, logic, durations, calendars, etc. Pending changes will be discussed at the construction progress meetings where the City may authorize their inclusion in the schedule without any determination of merit or responsibility. Performing and/or fixing out-of-sequence logic does not constitute a change to the currently accepted Progress Update Schedule.

F. Out of sequence logic must be corrected before the Progress Update Schedule is submitted.

G. Pending Changes shall have a City assigned Potential Change (PC) number. The Contractor shall incorporate PC activities into the schedule as Level of Effort (LOE) activities, with a zero-dollar value cost, in the update period in which the Contractor knew, or should have known of the change. The LOE shall be linked to the impacted base contract schedule activities. The change activity shall not be cost loaded until an agreement is reached between the Contractor and City as to cost. Should the PC impact the critical path, the Contractor shall submit a Time Impact Analysis (TIA) per the TIA provisions of these specifications. Upon acceptance of a TIA by the City, the Contractor shall incorporate the detailed TIA schedule activities into the next Schedule Update retaining the original LOE activity. All Potential Change Activities shall be assigned a WBS and coding structure to distinguish said activities from base contract schedule activities. Upon PCs being incorporated into a Contract Change Order (CCO), the Contractor shall assign a WBS and Activity Code for each CCO, with its subset of PC numbers, with the sum cost loading of said PC activities equal to the value of the CCO. The sum of the base contract activities shall total the original contract value. The sum of the change activities shall total CCOs issued to date, plus remaining PCs pending CCO. In the case of deductive change, the base contract activity shall be broken into two activities with the same logic ties consisting of the original activity with the remaining base contract amount and second activity with the amount to be deducted, the sum of the two totaling the originally scheduled value. Add an offsetting deduct (negative cost) as a PC change activity. The deduct amount activity on the base contract section shall have the successor logic removed, with a “deduct” note in parenthesis added to the end of the activity description. The deduct activity shall remain open until the actual deduct activity

in the change section is statused as complete upon the CCO being issued. Upon the CCO being issued, both activities shall be statused with the CCO issue date.

H. Failure to include in the schedule any element of Work required for performance of Contract shall not excuse Contractor from completing all Work required within applicable time constraints, notwithstanding the City's acceptance of Contractor's Construction Schedule.

I. Contractor shall address City review comments and resubmit within 7 Calendar Days from receipt of review comments. Should the Contractor fail to timely incorporate the City schedule review comments prior to the due date for the next month's update, the Contractor shall proceed with the update and the outstanding schedule review comments from the prior month will be included in the current schedule update's review comments. The Contractor is responsible for including the City schedule review comments into all affected schedules.

2.10 NARRATIVE PROGRESS REPORTS

A. A Cost Activity Report shall be prepared and submitted with each progress payment. The cost information shall be updated by activity and summarized for each month. The sum of all monthly costs shall be equal to the contract amount plus approved change orders.

B. The Narrative Report shall be submitted with the monthly progress update and include:

1. The Contractor's transmittal letter.

2. Schedule report indicating each activity on the CPM Schedule that has been:

    a. Completed during this reporting period.

    b. In progress during this reporting period.

3. Scheduled for the next reporting period.

4. Analysis, by critical path. (Note: critical path is longest path as described above.)

    a. A listing of the current critical path.

    b. Progress made on critical path activities in current CPM schedule

    c. Explanations for any lack of Work on critical path activities planned to be performed during the last month.

    d. Impact on other activities, milestones, and completion dates.

5. Current and anticipated delays:

a. Cause of the delay.

b. Corrective action and schedule adjustments taken or to be taken to correct the delay.

c. Impact of the delay on other activities, milestones, and completion dates.

d. Recommendations for recovery of the delays.

6. Any change in construction sequence, logic changes, relationship changes, or duration changes and the rationale associated with each change for City review and acceptance.

7. Any corrective actions taken by the Contractor to address delays or potential delays

8. Value of materials and equipment properly stored at the site but not yet incorporated in the Work.

9. Identify interface items of work with another contract or with existing facilities or where third party action or coordination is required.

10. Pending issues and status of other items such as:

    a. Permits.

    b. Contract modifications.

    c. Time extension requests.

    d. Long-lead procurement items.

11. Contract complete date status.

12. Ahead of schedule and number of days.

13. Behind schedule and number of days.

14. Summary of project status including cumulative information to date, variance, and forecast at completion.

15. Other project or scheduling concerns.

2.11 WEEKLY 4-WEEK LOOK-AHEAD SCHEDULE

A. The weekly bar chart “Four Week Look-Ahead Schedule” submittal shall comply with the following requirements:

1. Be produced using the latest version of Oracle Primavera P6 software and generated from the latest Monthly Schedule Update.

2. Updated weekly with a Monday Data Date.

3. The filter for the bar chart will be all activities that have started but not finished, plus all activities with a start or finish within minus 1 week and plus 4 weeks. Total float and the critical path shall clearly be shown.

4. Submit prior to the weekly/bi-weekly construction progress meetings.

5. Identify any shutdowns/cutovers that may potentially impact stakeholders.

6. Be prepared to discuss the status of activities on the Four Week Look Ahead Schedule, including any key issues or delays at the weekly project meetings. The Contractor's Superintendent in charge of the work areas in the schedule shall review and sign off on the Four Week Look Ahead Schedule. The Superintendent shall be prepared to review the activities in the Four Week Look Ahead Schedule and discuss any foreseeable issues.

7. The Contractor may provide supplemental detail to elaborate on any schedule activity and must clearly represent this supplement detail as supplemental task information separate from the Oracle Primavera P6 generated schedule. The Contractor shall not in any way change the Activity ID and description in the schedule. For each activity on the Four Week Rolling Schedule, the Contractor shall list the corresponding schedule activity identification number from the current Monthly Progress Schedule Update.

2.12 RECOVERY SCHEDULE

A. When a periodic update indicates the project completion, or any intermediate contract milestone, is 1 to 15 days behind the current accepted schedule, the City reserves the right to request a recovery schedule. If the work falls more than 15 days behind the current accepted schedule, the Contractor is required to submit a Recovery Schedule taking steps necessary to improve progress at no additional cost to the City. Recovery schedules may be submitted independently or included in the next Monthly Progress Update. Indicate changes to working hours per shift, labor per shift, shifts per working day, working days per week, or amount of construction equipment, or any combination of foregoing, sufficiently to substantially eliminate lag in scheduled progress. If the Contractor chooses to include the recovery schedule with the next Monthly Progress Update, the City Representative may reject the Monthly Progress Update or require revisions to be made to the recovery schedule before the Monthly Progress Schedule is accepted. Recovery Schedules shall be prepared by the Contractor regardless of the underlying cause for the delay and responsibility for the time.

2.13 TIME IMPACT ANALYSIS (TIA)

A. When the Contractor asserts it has been or will be delayed, and as a result is requesting a time extension, the Contractor shall notify the City Representative of a potential delay and prepare and submit a TIA within fourteen (14) calendar days after the impact is known or should have been known.

B. The TIA shall be submitted separately and based upon the current accepted schedule with a data date closest to and prior to the date when the Contractor knew, or should have known, of the impact. The current accepted schedule can be the Initial 180 Day Schedule, Baseline Schedule, or Monthly Schedule Update.

C. If the Contractor is submitting time related costs of any kind and/or is requesting time due to a schedule delay, the submittal of a TIA is required.

D. The Contractor shall submit to the City a written TIA illustrating the influence of each change or delay on any specified intermediate milestone date and the current projected completion date. Each TIA shall include a CPM schedule network (fragnet) indicating all necessary added activities, logic, duration and demonstrating how the Contractor proposes to incorporate the change or delay into the Schedule and any additional supporting evidence that the City deems necessary.

E. The TIA submittal shall include a PDF fragnet comparing the current accepted schedule against the Contractor's claimed delay, showing the impact on the critical path. The fragnet must show all impacts leading up and including the contract milestones.

F. The TIA shall include a narrative addressing entitlement including a description of the scope of the change as well as addressing compliance with all contract requirements for requesting a time extension. The schedule narrative at a minimum shall address the chronology of events (impact activities), compliance with notice requirements, schedule update used as the basis of analysis (or baseline schedule if applicable), critical path, identification of CPM schedule activities impacted, logic ties between impact activities and CPM schedule activities, fragnet, concurrency, and compensability if applicable.

G. With each submittal, the Contractor shall submit a certified confidential accounting of all jobsite indirect costs.

H. The Contractor shall submit one (1) electronic copy of the Oracle Primavera P6 schedule files in XER or XML format (TBD), PDF copies of the fragnets, and the narrative. Each TIA should be identified with a discrete ID number and description.

I. Should the Contractor fail to request time and submit a contract compliant TIA per these specifications, the Contractor will have irrevocably waived its contract right to a time extension and time-related costs and will be responsible for all costs associated with mitigating said delay to complete the work within the contract time.

J. It is expressly agreed and understood that the Contractor shall not be entitled to any time or compensation for potential delays, or delays, which:

1. Can be avoided by re-sequencing work activities;

2. Applying additional resources;

3. Do not delay the project completion date or a project milestone; or

4. Result from any method used to sequester float.

K. Pacing is defined as an intentional slowing of work activities during a delay, or alleged delay, to project completion. Absent contemporaneous notice of intent to pace, including the contractor's rational to pace and the City's concurrence, pacing of work activities will be construed as a concurrent delay for the purposes of assessing time extensions and delay costs."

L. The Contractor shall incorporate City review comments and resubmit the TIA within 7 calendar days of receiving them.

M. Upon acceptance of the TIA by the City Representative, the Contractor shall incorporate the TIA fragnet into the next monthly progress schedule update.

PART 3 -- WEATHER

3.01 ANTICIPATED WEATHER DAYS

A. TIME ALLOWANCE FOR INCLEMENT WEATHER:

1. Normal weather conditions shall be considered and included in the planning and scheduling of all weather-sensitive schedule activities. Schedule activity duration(s) shall be formulated with allowance for normal weather conditions. Any activity which could be impacted by normally anticipated inclement weather (precipitation, high or low temperature, wind, etc.), or the effects thereof shall include an adjustment to include the anticipated weather impact from normal weather conditions. "Inclement weather" is a lost workday, caused by inclement weather conditions, and is defined in the Whitebook.

3.02 N/A

3.03 WEATHER CALENDAR AND ACCOUNTING OF DAYS

A. The City granted non-working days affecting the critical path attributable to weather shall be accounted for in the Weekly Statement of Contract Time, as prepared by the City. Granted weather days shall be added to the schedule monthly as a one work day schedule activity inserted behind the data date with an actual date equal to the non-working day

as reflected in the Weekly Statement of Contract Time. Should the Contractor meet all contract requirements for demonstrating unavoidable delay, the Contractor shall be granted a time extension for weather impact days, for activities on the critical path.

3.04 COMPLIANCE AND FAILURE TO SUBMIT TIMELY SCHEDULES

A. The City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of Work as planned. The Progress Update Schedules and narratives shall be accurate, reflect actual events on the project, and meet all requirements of these specifications.

PART 4 -- PROJECT RECORD SCHEDULE

4.01 FINAL PROGRESS SCHEDULE

A. The last monthly update of the project schedule shall be the project record (as-built) schedule. The project record schedule shall accurately show the completion of all work required by the contract and shall have a data date equivalent to the day after the actual date of the Contract Completion milestone. All project schedule activities shall be statused at one hundred percent (100%) complete and have actual start and actual finish dates. The project budgeted cost reflected in the project record schedule shall be the contract price, inclusive of all adjustments due to executed change orders. The project record schedule submittal shall meet all monthly update requirements and include an actual cost statement. The City's acceptance of the project record schedule shall be a condition precedent to acceptance of the contract by the City and to the release of final payment and bonds by the City.

B. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor's Project Manager and Project Scheduler, stating "To the best of our knowledge, the enclosed final update of the Construction Progress Schedule accurately reflects the actual start and completion dates and logical relationships of all activities contained herein and represents an accurate depiction of the way in which the project was constructed."

END OF SECTION

EXHIBIT J

PARTNERING SPECIFICATIONS

SECTION 01 95 00 – IPI Standard Partnering Specification – Vertical Construction Partnering – Level 2

PROJECT: City of San Diego
City Heights Performance Annex Project

The Design Build Entity shall participate in a construction Partnering Program for the project. The Partnering program shall be as defined by the International Partnering Institute (IPI), Standard Partnering Specification – Vertical Construction Partnering – Level 2. See attached program details.

INTERNATIONAL PARTNERING INSTITUTE (IPI)
STANDARD PARTNERING SPECIFICATION
VERTICAL CONSTRUCTION PARTNERING LEVEL 2
(SMALL PROJECT PARTNERING)

DIVISION 1 - PARTNERING REQUIREMENT AND PROCESS

SECTION 1 - GENERAL

The purpose of this specification is to outline a process designed to develop a collaborative environment for your project so that communication, coordination, and cooperation are the norm. This Collaborative Partnering approach will aid issue resolution and will lesson impacts on project budget, schedule and quality.

(City of San Diego) works in a collaborative and cooperative manner with all project stakeholders including the Prime Contractor or Design/Builder (Contractor), all subcontractors, all project architects and engineers; material suppliers, specialty consultants, vendors, representatives of other agencies and the community at large. Partnering is our way of doing business. In executing the contract associated with this specification, each stakeholder agrees that they will actively and enthusiastically participate in the Collaborative Partnering process defined here. Contractor agrees that all sub-contractors, material contractors and other entities within its contractual control will participate in the Partnering process as required. Contractor will make this a specific contractual condition for all sub-contractors, material suppliers, and other entities working on this project. The Architect and/or Engineer for this project and any other consultants engaged in this project have agreed to participate in the Partnering process as defined here.

Formal Collaborative Partnering for this project will start within 30 days of the Notice to Proceed and will include these elements (defined in Section 3):

1. A mutually agreed, IPI Certified Professional Partnering Facilitator (or approved equal)
2. A “Partnering Charter”, which includes the joint development of goals
3. A periodic, joint evaluation process
4. Executive Level and Core Team Partnering
5. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level

Participation in the formal Partnering process defined here will not void any contract part. All rights and remedies defined by the final contract will be preserved.

SECTION 2 - DESCRIPTION

A. Definitions

1. Project Team: the group of people and organizations who are executing a construction project and who have influence on the outcome. The Project Team is comprised of the Owner/Owners Rep, the Owner's Consultants, the Contractor, the Designer, the sub-contractor(s), and other stakeholders including Government agencies, tenants, materials suppliers, concessionaires, and third parties affected by the construction project.

2. Partnering: an effort by the Project Team to develop joint goals and to establish a cooperative atmosphere regarding execution of the construction project, regardless of delivery method.

3. Multi-Tiered Partnering: For large, complex projects, the participants in partnering workshops will be divided into subgroups: Executive Level and the Core Team.
    a. Executive Level Partnering: workshops involving Executive representatives from the Owner, Contractor, and key Subs who serve as a "project board of directors" to steer the project.
    b. Core Team Partnering: workshops involving the central group responsible for the successful execution of the project as well as key individuals who are on the project throughout its duration. Typically, field-level Project Managers (PMs) and Superintendents from the owner, contractor, design, subs, key third-parties and stakeholder groups attend these sessions. Representatives from Executive Level Partnering should also attend to ensure commitments and follow through.

4. Project Team Leaders: Project Managers (PMs) from both the Owner and Contractor who are accountable for the day-to-day operations of the project and are responsible for leading the partnering effort. They will also be in charge of coordinating project Partnering meeting times, selecting meeting locations and other logistics.

B. The Goals of Partnering are to:

1. Use early and frequent communication with project stakeholders
2. Develop and maintain a relationship based on shared trust, mutual respect and commitment
3. Identify, quantify, and support attainment of co-created goals
4. Establish strategies for implementing risk management concepts and identify potential project efficiencies
5. Use timely communication and decision-making
6. Resolve potential problems at the lowest possible level to avoid negative impacts on the project
7. Hold periodic partnering meetings and workshops throughout the life of the project to maintain the benefits of a partnered relationship
8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals

SECTION 3 - PARTNERING IMPLEMENTATION – Level 2 Project

A. Selecting an Independent Professional Neutral Partnering Facilitator

1. For projects with a budget exceeding $5M, the Contractor agrees that an Independent Professional Neutral Partnering Facilitator will be retained to facilitate the project Partnering process.

2. (Owner/Owner's Rep), Designer/Architect, and the Contractor Rep will cooperatively select a Certified IPI Partnering Facilitator (or approved equal) that offers the service of a periodic partnering evaluation survey with a 5-point rating scale and agrees to follow IPI's "Partnering Facilitator Standards and Expectations" available at IPI's website.

B. Partnering Initiation

1. To initiate the Partnering arrangement, the Project Team will conduct an open discussion prior to the start of the job to select the Facilitator. It is expected that, at the conclusion of the initial discussion, the parties will express a consensus regarding, the Facilitator and, among other things, the respective goals in completing the contract.

   Thereafter, the Project Team will continue discussions as necessary and will conduct periodic joint evaluations of performance throughout the life of the contract as outlined below. It is expected that the parties will use the services of the Facilitator not only at the initial partnering workshop, but also to assist in later discussions.

2. In leading the ongoing Partnering effort, Project Team Leaders will schedule the initial partnering workshop. All relevant stakeholders will be expected to attend and participate. It is typical that project partnering sessions may include between 8 and 25 individuals.

   Project Team Leaders will also:
   a. Identify the initial suitable workshop site and appropriate meeting duration for the size and complexity of the project.
   b. Agree to other workshop administrative details.
   c. Project Team Leaders will agree to periodic partnering workshops and sessions as outlined in Section 3-part B.
   d. Agree to conduct a project close-out partnering workshop.
   e. Agree to document lessons learned as a condition of final project acceptance.

C. Partnering Charter (Level 2 Project)

In implementing project partnering, the project team will agree to create a "Partnering Charter" that includes the agreed-on mutual goals, the

Partnering Follow-up Plan, the Partnering Dispute Resolution Plan, and the signed Team Commitment signature page, explained in detail below:

1. Agreed-on mutual goals, which will include the core project goals and may also include project-specific goals and mutually supported individual goals.
    a. The mandatory core goals are that the Project is constructed (at minimum):
        i. On time
        ii. On budget
        iii. Safely
        iv. Quality Met
    b. Optional project-specific goals include – win a Partnering Award, excellent communication with local community (zero complaints), effective communication with Media, mitigation of project risks (e.g. environmental requirements met, stakeholder interests understood and managed, etc.).

2. The Partnering Follow-up Plan
    a. Attendees:
    For Level 2 Projects, Partnering will be established in two groups:
        i. Executive Level Sponsors (from Owner, Prime Contractor and key subs) to steer the project and assist with goals.
        ii. Core Team: Project Managers and Superintendents working at the field-level from owner, contractor, design, subs and key third-parties and stakeholder groups
    b. Frequency of Partnering Sessions:
    For Level 2 Partnering, the team will conduct joint Partnering Meetings for (1) full day session before construction start and (5) half day sessions during construction. Further periodic partnering sessions can also be scheduled as determined necessary by the primary project stakeholders. Include Score Cards After * each partnering sessions.
3. Partnering Dispute Resolution Plan

    The goal of the project Dispute Resolution process is to prevent conflicts from hindering project momentum and causing slowing the project down. It is the Owner's expectation that issues not effectively settled at the Field Level will elevate according to the Dispute Resolution Ladder (sample below). The goal is that project momentum can be maintained while a decision is reached by the next layer of Project Management, who can rely on a broader project perspective in decision making.

    The Dispute Resolution process is bisected into two-sections, Project Team-driven Dispute Resolution and 3rd-party Driven Dispute Resolution. As the Project Team progresses from less formal to more formal dispute resolution processes, it is important to understand that

decision-making shifts from the project team, to 3rd party experts. The team will be expected to select and document planned Dispute Resolution processes during the kick-off Partnering session. (Please visit the IPI Partnering Field Guide for a detailed explanation of the various forms of Alternative Dispute Resolution).

a. Project Team Dispute Resolution
   i. Field-Level Negotiation
   ii. Dispute Resolution Ladder (Sample – please refer to IPI Specification Owner's Guide additional information)
   iii. Facilitated Dispute Resolution (FDR) is a meditative process where the IPI Certified Construction Partnering Facilitator (Facilitator) helps the team negotiate disputed issues. In FDR, the Project Team discusses project issues and the Facilitator serves as a Neutral, offering opinions and providing settlement options. Often, Project Teams are provided 20 days to conduct this process. (Please refer to Section 5 for details).

	Architect/Engineer	Suppliers/Subs	
	Owner	**Contractor**	**Time to Elevate**
Level I	Assistant Supervisor or Engineer	Foreman	End of shift
Level II	Project Superintendent or Project Engineer	Superintendent, General Foreman, or Project Manager	Up to 1 day
Level III	Construction Manager	Project Manager Area Manager	1 week
Level IV	Project Director or Program Manager	Area Manager Owner	2 weeks
Level V	Director of Facilities Department or Manager of Capital Programs	Owner	2 weeks
Level IV	Board of Supervisors	Owner	**Select next form of Alternative Dispute Resolution (Typically FDR followed by the DRA/DRB)**

b. 3rd Party-Driven Dispute Resolution
   i. Dispute Review Board or Dispute Resolution Advisor – a panel of construction experts may review a claim and render a non-binding, 3rd party decision to the Project Team. Additional time is granted to the team to engage in this process and make final decision.
   ii. Mediation – Prior to Litigation, a Project Team may elect to attempt Mediation, a voluntary, consensual, and confidential process involving attorneys and a 3rd Party Neutral with expertise in Dispute Resolution and/or Construction Litigation.
   iii. Arbitration – Prior to litigation, a Project Team may elect Arbitration, a short-form, contracted, dispute resolution option, where Parties in dispute present to a panel of 3

subject matter experts who render a final decision with limited appeal options.

c. Litigation
   i. Mini-Trials: short form Court Preceding for claims litigation that attempts to reduce cost of full civil trial.
   ii. Traditional Civil Trial.

4. Team commitment statement and signature document (refer to IPI Specification Owner's Guide for example)

D. Partnering Evaluation

1. Owner, contractor, major sub-contractors, architects and engineers, and major stakeholders will participate in monthly partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise.
   a. Partnering Evaluations will be collected by Facilitator
   b. Results will be shared with project team

2. Owner, Contractor, major sub-contractors, and major stakeholders will evaluate the partnering facilitator using IPI Forms (IPI-E1 and IPI-E2). The (Owner/Owner's Rep) will provide the evaluation forms to the project team and collect the results.

3. (Owner/Owner's Rep) will make evaluation results available upon request.

4. Facilitator evaluations must be completed twice:
   a. At the end of the **initial partnering workshop** on Form IPI-E1.
   b. At the end of the **project close-out partnering workshop** on Form IPI-E2.

SECTION 4 - PARTNERING PAYMENT

A. The (Owner/Owner's Rep) agrees to pay:
   1. 50% of cost for:
      a. facilitator workshops and sessions based costs
      b. monthly partnering evaluation survey service cost
   2. Contractor agrees to pay 50% of all partnering cost included as part of their lump sum.

B. Payment amount will be based on invoice prices minus any available or offered discounts. (Owner/Owner's Rep) will not pay markup on these costs.

SECTION 5 - PARTNERING DISPUTE RESOLUTION

A. (Owner/Owner Rep) will encourage the project team to use all forms of Project Team-Driven Dispute Resolution prior to engaging a neutral 3rd party. When the Project-Team is unable to resolve the issue, a Facilitated Dispute Resolution (FDR) session may be an effective method for clarifying issues and resolving all or part of a dispute.

B. In order to ensure the project team has sufficient time to plan and hold an FDR session, a maximum of 20 days may be added to the Dispute Review Board (DRB) referral time following the Owner's written response to a supplemental notice of potential claim.

C. In order to be granted this additional referral time, the project team must document its intention in to use FDR in the Dispute Resolution Plan of the Partnering Charter. The team may also document agreements for other associated criteria to be met in order to access the additional referral time in the Dispute Resolution Plan. If no session is held, the DRB referral time will remain in effect as specified in the Dispute Resolution Plan (See Section 3-part C for details).

End of Specification

END OF SECTION 01 95 00

EXHIBIT K

AS BUILTS

Refer to the link below to access the As-Builts.

https://drive.google.com/drive/folders/1R3RXTLr1aBBbS99Ss8t04ZEWvSy_iNr0?usp=sharing

ATTACHMENT B

PHASE FUNDING PROVISIONS

PHASE FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1,"CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT".

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phase Funding Schedule.

1.2.2. Agreeing to a Phase Funding Schedule within **Thirty Working Days** of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASE FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-25-2371-DB2-3-A

CONTRACT OR TASK TITLE: City Heights Library Performance Annex Improvements

CONTRACTOR: Swinerton Builders

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase 1 shall include the scope of work included in the area annotated as Phase 1 on the attached Exhibit A - Phasing Diagram, but not be limited to completed plans, permits, bonds,partnering, utility fees, WPCPdevelopment and implementation, survey, and Traffic control plans. Construction, shall include completion of grading, utilities, MEP systems, HVAC installation, building structure, and finishes for the area annotated at Phase 1 on the attached Exhibit A - Phasing Diagram. (Not Including punch list)	LNTP	March 31, 2026	$ 4,600,000
2	Phase 2 shall include but not be limited to installation of Solar Photovoltaic system, FF&E and construction in the area annotated as Phase 2 on the attached Exhibit A - Phasing Diagram including, but not limited to, exterior landscape, exterior walkways/hardscapes, final paint, final clean, start up and testing of MEP systems, final inspections, punch list, OM training/closeout.		April 29, 2026	$817,724
3				
			Contract Total	$ 5,417,724

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: YOFTAHE GHILIAMICHAEL

Construction Senior Engineer

Signature: _____

Date: 8/12/25

PRINT NAME: Edgar Lozano

Design Senior Engineer

Signature: _____

Date: 08/08/2025

CONTRACTOR

PRINT NAME: Elizabeth Hawkins

Title: Operations Manager

Signature: _____

Date: 8/12/2025

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. 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.The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.

4. 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 it's 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 it's 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 it's 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 it's 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 Angles 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 and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit 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/slbegfeinst.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

ATTACHMENT D

ECONOMIC DEVELOPMENT INITIATIVE (EDI) COMMUNITY PROJECT FUNDING (CPF) GRANT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

FUNDING AGENCY PROVISION

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

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

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

		Goal
1.	Minority Participation:	16.9%
2.	Female Participation:	6.9%

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

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

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

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

2. EQUAL OPPORTUNITY CLAUSES:

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

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.

2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.

3. The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of $2,000 or more.

4. Age Discrimination Act of 1975, Pub. L. 94-135.

5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.

6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).

7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).

8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.

9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

3.2. Standard Federal Equal Employment Specifications.

1. As used in these specifications:

   a) Covered area" means the geographical area described in the solicitation from which this contract resulted;

b) "Director" **means Director, Office of Federal Contract Compliance Programs, United** States Department of Labor, or any person to whom the Director delegates authority;

c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d) Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs “a” through “p”, of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities

    b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and

female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

5.1. Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS at Equal Opportunity Contracting | City of San Diego Official Website (or See Attachment C, Equal Opportunity Contracting Program) and the following:

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

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

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

7.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.

7.3. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

7.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of $50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

7.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

8. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding $25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding $15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

8.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

8.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

8.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

8.4. **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

8.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

8.6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

8.7. **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8.8. **Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

8.9. **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

8.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

8.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

8.10. **Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

8.11. **List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on

this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

8.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of $25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

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

8.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

8.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11 above. (Labor code section 1773.

9. Conflicts of Interest

i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.

ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v).

iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.

v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.

10. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

10.1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

10.2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

10.3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

10.4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

10.5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

11. FEDERAL LABOR STANDARD PROVISIONS:

***HUD-4010 (Revision 06/2022) ref. Handbook 1344.1 (Previous editions are obsolete)**

A. APPLICABILITY. The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment,

computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008).

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

(4) Apprentices and Trainees.

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (10) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

(9) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is

a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(10) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set

forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990(28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. **HEALTH AND SAFETY.** The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. AGENCY SPECIFIC PROVISIONS:

12.1. **FEDERAL AWARD CONDITIONS**. Contractor must comply with the following federal conditions:

12.1.1. **COPYRIGHT AND PATENT:** Federal Agency has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, Federal Agency retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison

extramural invention reporting system at http://iEdison.gov and shall notify the recipient when an invention report, patent report, or utilization report is filed.

12.1.2. Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. The Contractor certifies to the best of its knowledge and belief that:

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

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

The Contractor shall require this certification from all parties to any contract or agreement that the recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

12.1.3. PROCUREMENT PROHIBITIONS UNDER SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT, INCLUDING EXECUTIVE ORDER 11738, ADMINISTRATION OF THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: http://www.sam.gov/.

12.1.4. TELECOMMUNICATIONS. The Contractor certifies that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

b. Telecommunications or video surveillance services produced by such entities;

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

12.1.5. RUSSIAN SANCTIONS. The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://ofac.treasury.gov/recent-actions/20140912).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more.

For Contractors and subcontractor with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, the Contractor is required to report to the City on an annual basis to

include, but is not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

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.

   b) General Provisions (B) for Design-Build and Multiple Award 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 3:30 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. All Permits will be identified and obtained by the Design Builder.

2-2.3.1 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The allowance item for "**Building Permit (EOC Type I)"** shall include all required permits and any associated fees.

2. The allowance item for "**Utility Fees (EOC Type I)**" shall include costs associated with dry utilities fees but not limited to SDG&E service orders, as well as wet utilities fees, including water and sewer connection fees and any fees from Development Services Department (DSD).

SECTION 3 – CONTROL OF THE WORK

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

1. The self performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

3-4 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix I - Sample Contractor Performance Evaluation (CPE) Form**.

3-7.6.1 **Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation As-Built drawings in accordance with the City's CADD Standards.

2. Use Revit for the preparation of plans. DB to create a 3D BIM model with Level of Development (LOD) 400 or better.

3. The Design Builder to create a "5D" model that includes schedule and cost into the BIM model with the utilization of Synchro Project. **Refer to Exhibit I in Attachment A.**

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

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

3-10.1 **General.**

1. You shall provide all required site layout not specified in this section.

   1.1. All surveying performed by the Design Builder shall adhere the City's Surveying Checklist, **See Appendix G - Survey Deliverables Checklist**.

2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.

3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.

4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.

5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Engineering & Capital Projects Department Engineering Deliverable specifications.

   https://www.sandiego.gov/ecp/edocref/drawings

7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.

8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.

9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.

2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.

2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.

2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

   https://www.nsps.us.com/page/ALTANSPSStandards

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.

4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.

6. Deliverables.

   a) Horizontal and Vertical Control.

      i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.

   b) Field Data.

      i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.

      ii. Includes utilities collected on surface as required.

iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.

iv. Includes record monument points.

v. Data collector project files.

vi. Raw (unedited) data file.

vii. Project file.

viii. Point comma delimited text file formatted.

c) Topography.

i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.

- The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.

d) Records Research.

i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.

- City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Survey Monument Measurements.

i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.

2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

   https://www.nsps.us.com/page/ALTANSPSStandards

4. Field monument survey to be performed and provided in conformance with City CADD standards.

5. Field Measurements shall be collected in conformance the local standard of practice.

6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:

   a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).

   b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).

7. Deliverables.

   a) Horizontal and Vertical Control.

      i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.

b) Field Data.

i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.

- Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
- Includes Monument points covering the area of work.

ii. Data collector project files.

- Raw (unedited) data file.
- Project file.
- Point comma delimited text file.

c) Records Research.

i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.

ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

d) Boundary Ties

i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.

2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

   https://www.nsps.us.com/page/ALTANSPSStandards

4. Field Measurements shall be collected in conformance with the local standard of practice.

5. Project Horizontal and Vertical Control.

    a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.

    b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.

    c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

    d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

    a) Horizontal and Vertical Control.

        i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.

    b) Field Data.

        i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.

        ii. Include utilities collected on surface as required.

        iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.

        iv. Include Monument points covering the area of work.

        v. Data collector project files.

            - Raw (unedited) data file.
            - Project file.
            - Point data text file in “comma delimited format”.

vi. CADD File.

- A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
- The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
- Include right-of-way monument elements.
- Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

c) Topography

i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.

ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

d) Records Research.

i. If requested, all public or private records acquired to assist with right-of-way monument collection.

ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Right-of-Way Monument Survey Locations

i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).

- All found survey monuments shall describe the character and identifying reference marks.
- City survey notes and City drawings can be provided, as applicable.

f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.

2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.

3. The following are minimum requirement guidelines for various types of staking:

   a) Limits of work 50-foot maximum interval.

   b) Limits of Demolition 50-foot maximum interval.

   c) Rough grade stakes 50-foot maximum interval.

   d) Finish grade stakes 50-foot maximum interval.

   e) Slope staking at 50-foot maximum interval.

   f) Contour staking @ 50-foot maximum interval.

   g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.

   h) Storm drain at 50-foot maximum interval where grade exceeds 1%.

   i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.

   j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).

   k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.

l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.

m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.

n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.

o) Buildings – offsets to outside face of wall.

p) Bridge abutments and bents on opposing sides.

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 traveled Surface 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".

3-14.1 **Payment.** To the "WHITEBOOK", ADD the following:

3. The payment for Partnering Agreement shall be included in the Allowance Bid item "**Partnering (EOC Type I)**" and shall include section items in Attachment A, Exhibit J.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-3.6 **Preapproved Materials.** You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid Due Date** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3.3 **Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.

2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;

    a) City of San Diego Labor Compliance Authorized Signatory Form;

    b) City of San Diego List of Trades and Crafts;

    c) Labor Compliance Checklist;

    d) Fringe Benefit Statement;

    e) DAS 140 Form & Transmittal Confirmation;

    f) DAS 142 & Transmittal Confirmation;

    g) State & Federal Apprentice Certifications;

    h) Payroll Confirmations (as requested per CCR 16432); and

    i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);

3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:

    a) Letter of Assent (PLA Attachment B);

    b) Workforce Dispatch Request Form;

    c) Contractor Core Workforce Form [if required];

    d) Monthly Proof of Fringe Benefit Payments to Union Trust;

    e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);

    f) Jobs Coordinator Designation Form; and

g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.

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:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

2. All costs of defense shall be outside the limits of the policy.

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than $2,000,000 per claim or occurrence and $4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.

4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim unless the City has provided prior, written approval.

5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.6 Contractors Builders Risk Property Insurance.

1. **30 days prior to the commencement of any construction Work**, you shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.

3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims , and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.

4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.

5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

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 $**3,000,000** per claim and $**3,000,000** 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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.

5-4.5.5 **Builders Risk Endorsements.**

5-4.5.5.1 **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 that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 **Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

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.

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

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, “Project Identification Signs”.

2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.

3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.

4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.

6. Furnish and distribute public notices in the form of door hangers using the City’s format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.

7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.

8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.

10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.

11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.

12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract.

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 in **Appendix D – Sample City Invoice** and use the format shown.

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".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption City Heights Library Annex Improvements**, Project No. **S-23013.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A.**

2. 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"** shall include the scope as specified in the Plans, Contract Documents, and Technicals Specifications.

4. The lump sum bid item for **"Engineering and Design Services"** shall include the scope for delivering the plans and Technicals Specifications as outlined in the RFP.

5. The allowance bid item for **"Furnitures, Fixtures, and Equipements (FFE) (EOC Type I)"** shall include non-fixed furnitures, non-fixed fixtures, non-fixed bookshelf, and non-fixed furnishings, as specified in the Contract Documents. This allowance bid item shall not include associated delivery and labor of installation; associated delivery and labor of installation shall be included in Lump Sum Bid item for **"Construction".**

6. The Additive Alternate A lump sum bid item for **"New Restroom"** shall include the scope as specified in the Plans, Contract Documents, and Technicals Specifications.

7. The Additive Alternate B lump sum bid item for **"Solar Photovoltaic System"** shall include the scope as specified in the Plans, Contract Documents, and Technicals Specifications.

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 203 - BITUMINOUS MATERIALS

203-6.1 **General.** To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 **General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, “Asphalt Concrete” for “Materials” and “Construction” requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the “Department” with actions by the “City.”

203-6.2.1 Asphalt Binder. To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 Rock Products for Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 Rock Products for Type III Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202[a]	100
Fine (% passing the 3/8-inch sieve)	California Test 202[a]	98-100

[a] Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within ± 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.

2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	**Test Method**
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyration Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	**Test Method**	**Minimum Frequency**
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) [a]	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

[a] Average uncorrected binder content of 3 ignition oven tests performed.
[a] Average maximum specific gravity reported on the JMF.

203-6.3.1 General. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.

2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.

3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.

4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.

6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.

7. A new mix design shall be prepared and a new JMF submitted if:

    a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,

    b) the source of any aggregate is changed,

    c) the performance grade of paving asphalt is changed,

    d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,

    e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.

8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:

    a) Target air voids must equal 7.0 ± 1.0 percent.

    b) Specimen height must be 60 ± 1 mm.

    c) Number of test specimens must be 4 to run 2 tests.

    d) Do not average the 2 test results.

    e) Test specimen must be a 150 mm gyratory compacted specimen.

    f) Test temperature must be set at:

        1. 113 ± 2 degrees F for PG 58 for use of 25% RAP

        2. 122 ± 2 degrees F for PG 64 for use of 15% RAP

        3. Measurements for impression must be taken at every 100 passes along the total length of the sample.

g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.

h) Testing shut off must be set at 25,000 passes.

i) Submersion time for samples must not exceed 4 hours.

9. Take samples under California Test 125.

ADD:

203-6.3.3 **Asphalt Binder Replacement**. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5 **Miscellaneous Areas and Dikes.** For miscellaneous areas and dikes:

1. Choose the aggregate gradation from:

   a) 1/2-inch Type A HMA aggregate gradation.

   b) Dike mix aggregate gradation.

2. Choose asphalt binder Grade PG 58-16 or 64-10.

3. Minimum asphalt binder content must be:

   a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.

   b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10

Sieve size	Target value limit	Allowable tolerance
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7 Production. To the "GREENBOOK"' ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1 General. To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.
6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)
Density based Method	Not to exceed 325

If you stop production for longer than 30 days, a production start-up evaluation is required.

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

301-1.6 **Preparatory Repair Work.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
    a. Offset distance of the appurtenance from the curb face
    b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all

others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.

9. Compaction tests shall be made to ensure compliance with the specifications.

10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.

11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.

12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.

13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.

14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.

15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".

16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.

17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".

18. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)”.

19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, “Density and Smoothness”. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

20. Materials removed, regardless of removal method, shall be disposed of at a legal site.

21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:

    a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, “SUBGRADE PREPARATION”.

    b. Base repairs shall have a minimum depth of 10”.

    c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.

    d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)” or as directed by the Engineer.

    e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)”.

    f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

    g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, “Tack Coat” before replacing the asphalt pavement. Please refer to Contract Documents.

h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". The Asphalt Concrete Base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.

i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.

k. A Base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.

l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7 **Payment**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

a. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or

right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.

b. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.

c. The areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

d. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Excavate and Export (Scheduled, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)", "Asphalt Concrete Base (Scheduled, 5 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 5 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)".** No Payment shall be made for areas of over excavation as determined by the Engineer.

e. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"**.

f. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

g. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

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

601-2.1.2.1 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) shall be the responsibility of the Design Builder for the following areas:

    a) Fairmont Ave

    b) Wightman St.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: _____ Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

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

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Project Name: City Heights Library Annex Improvements **Project No. / WBS No.:** S-23013.02.06

Project Location-Specific: The project is located at 3795 Fairmount Avenue within the City Heights neighborhood of the Mid-City Community Planning Area (Council District 9).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The project will build an approximately 1,000-square-foot expansion to the existing City Heights Library Performance Annex. The expansion will include two dressing/makeup rooms, a green room, a ticket booth, and a vestibule. Work will remove the wall that surrounds the heating, ventilation, and cooling (HVAC) equipment to make space for the expansion. The HVAC equipment will be upgraded and relocated onto the roof of the new expansion. Interior lighting will also be upgraded. Construction will disturb soils to a maximum depth of five feet to allow for the construction of the foundation and to make connections to existing utility services.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Peter Fogec, Senior Planner (OCA)
Email/Phone No.: PFogec@sandiego.gov / (619) 533-5118
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

( ) Ministerial (Sec. 21080(b)(1); 15268);
( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));
( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
(X) Categorical Exemption: Section 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); 15304 (Minor Alterations to Land)
( ) Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for minor interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances, and additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet, or an increase of more than 50 percent of the floor area before the addition, such as the upgrade of interior lighting, a 1,000-square-foot expansion to a building, and the removal of the wall surrounding existing HVAC equipment; Section 15302 (Replacement or Reconstruction), which allows for replacement of existing facilities where the new structure will be located on the same site as the

structure replaced and will have substantially the same purpose and capacity as the structure replaced, such as the replacement of existing HVAC equipment; Section 15303 (New Construction or Conversion of Small Structures), which allows for construction of limited new small structures, such as the construction of a new foundation for a building expansion, and making new connections to utilities; and Section 15304 (Minor Alterations to Land) which allows for minor public alterations in the condition of the land, which does not involve the removal of healthy, matures, scenic trees, such as the excavation of soils to allow for a foundation for the annex, and to allow for connection to existing underground utilities; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Peter Fogec Telephone: (619) 533-5118

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ( ) Yes ( ) No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.

Carrie Purcell

Carrie Purcell, Deputy Director

12/13/24

Date

Check One:
(X) Signed By Lead Agency
( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

Revised August 2020

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.)

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.

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.

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.

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

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

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

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.

7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

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

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)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:

Meter Information

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so , explain:		
Estimated Duration of Meter Use:	☐	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ( )
*Business license#	*Contractor license#		
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:	Date:		

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

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

☐ City Meter	☐ 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

City of San Diego, CM&FE Div., 9573 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)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	$ -		$0.00		$0.00	0.00	$0.00	$ -
	2				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	3				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	4				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	9					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	10					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	11					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	12					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	13					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	14					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	15					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	16					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	17					$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		CHANGE ORDER No.				$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		Total Auhtorized Amount (Original)				$ -		$0.00		$0.00		$0.00	$ -
		Total Authorized Amount (including approved Change Order)				**$ -**		$0.00		$0.00	**Total Billed**	$0.00	Total Amount Remaining
													$ -

SAMPLE

SUMMARY

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

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

_____
Resident Engineer **Date**

_____
Construction Engineer **Date**

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:	$0.00

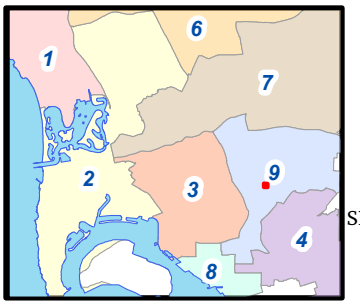
Contractor Signature and Date: _____

1/10/2024 Rev

APPENDIX E

LOCATION MAP

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



SD Engineering & Capital Projects

City Heights Library Perform. Annex

SENIOR ENGINEER
Edgar Lozano
619-533-6613

PROJECT MANAGER
Jouliana Soulaqa
619-533-5457

Legend

- Project Location

N
W E
S

COMMUNITY NAME: MID CITY-CITY HEIGHTS

COUNCIL DISTRICT: 9

WBS NO: S-23013

Date: 10/29/2024

SanGIS

APPENDIX F

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

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.
City Heights Library Performance Annex Improvements
K-25-2371-DB2-3-A

The City of SAN DIEGO

CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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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.

APPENDIX G

SURVEY DELIVERABLES CHECKLIST

Engineering and Capital Projects

Survey Deliverables Checklist at 60%, 90 and/or 100% Submittal

Project Name:_____
WBS#:_____ **CIP#:**_____ **D-Sheet:**_____
Project Engineer:_____ **Date:**_____
Resident Engineer:_____ **Date:**_____

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	1. Design file working units are set to Survey Feet.	
☐	☐	☐	2. The design file is geospatially correct and referenced with the preliminary topo. The survey file deliverable shall be one Master.dgn and one Master.alg file containing all external reference files as separate models, geospatially referenced. Multiple asset-specific files will be acceptable, so long as they have appropriate file naming conventions. The file naming convention shall be WBS_Prop_Asset.dgn/.alg (e.g. B19175_Prop_WTR.dgn, B19175_Prop_SWR.dgn, B19175_Prop_CURB.dgn, B19175_Prop_SD.dgn, etc.).	
☐	☐	☐	3. Design line work is clean. Only the latest design line work is shown with no gaps or overlaps on lines that should be connected.	
☐	☐	☐	4. The .alg file contains horizontal alignments for all design line work. All Computer Aided Drafting (CAD) work must be done in accordance with Citywide CADD Standards and must utilize the City's seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).	
☐	☐	☐	5. Cogo buffer (if applicable) contains all points with coordinates shown on the plans. All cogo points on the plans are annotated with their assigned point numbers.	
☐	☐	☐	6. There are no duplicate point numbers.	
☐	☐	☐	7. All alignments are free of "non-coincident" and "transpose" integrity issues.	
☐	☐	☐	8. The line work in the .dgn file matches the data in the .alg file (Alignments in the .alg file highlight directly over the line work in .dgn file when reviewed.). All line work and stationing matching both the plans and the project geometry .(.alg) files or .xml file.	
☐	☐	☐	9. The .alg files match all data on the plans.	
☐	☐	☐	10. All right of way lines are based on field survey measurements and a boundary analysis by a Licensed Land Surveyor.	

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	11. Topography Source. (Topo Name, Work Order Number, Company Name and Date).	
☐	☐	☐	12. Basis of Bearing. (As tied to ROS 14492 or equivalent, based on CCS 1983, Zone 6).	
☐	☐	☐	13. Bench Mark. (Vertical Datum must be NGVD 29 in accordance with the City of San Diego Vertical Bench book).	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	14. Final Plans are signed by a DCE.	

LEGEND				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	15. All Survey Monuments are shown on the plans with symbols showing both well monuments and the property markers. (This can be shown on the cover sheet legend or in a legend on the Monumentation Sheet). A separate monument sheet is not required if monuments are shown on the improvement plan sheets.	
☐	☐	☐	16. Monumentation note on the cover sheet or on its own Monumentation sheet.	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	17. Street center line and record width right-of-way lines, including all pertinent easements, vacations and dedications where applicable.	
☐	☐	☐	18. All record, non-record monuments, and Bench Marks shall be shown on the plans. When boundary analysis is required for the project, monuments will control the boundary determination. These monuments must be shown on a Monumentation Map, and all monuments within construction limits must be shown (see City of San Diego Bulletin 591). All monuments in the topo survey files must be geospatially referenced in the design .dgn file and be on its own level.	
☐	☐	☐	19. All proposed improvements are designed within the right of way or easements.	
☐	☐	☐	20. Any necessary set-aside easements are in place for infrastructure crossing in to city owned property.	
☐	☐	☐	21. Plans show survey data for Easements, Temporary construction areas, jurisdictional waterways delineations (if applicable), etc.	
☐	☐	☐	22. All linear objects not parallel with center line have independent layout line alignments. For site specific design, provide layout line alignments along the curb line (e.g. detailed curb ramp design).	
☐	☐	☐	23. Non-Concentric features for proposed construction must have .alg files generated in InRoads or .xml files generated in AutoCAD. Horizontal alignments must be provided for all linear objects such as, sewer, water, storm drain, face of curb, walls, street center line, etc. However, horizontal alignment reports and vertical profiles must be shown on the plans.	
☐	☐	☐	24. All station callouts are within the alignment limits.	
☐	☐	☐	25. All appurtenances are drawn in the .dgn and called out on the plans.	
☐	☐	☐	26. All cleanouts, inlets and structures are drawn to scale. (Storm drain).	
☐	☐	☐	27. Storm drain alignments run along centerline of pipe and through the center of structure via the ends of pipe at the inside face of structure.	
☐	☐	☐	28. Alignment Reports on plans. (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds).	
☐	☐	☐	29. Station and Offset callouts on plans.	
☐	☐	☐	30. Station equations. (If needed)	
☐	☐	☐	31. Vertical Profiles on plans stationed along layout lines.	
☐	☐	☐	32. For Curbs: All proposed curb returns and pop-outs showing design elevations on the plans must have their own layout line alignment along the face of curb line with their own stationing. All horizontal event points must be called out on the plan view and all horizontal alignment reports of the face of curb alignments must be shown on the plans. Finish surface elevations may be included when applicable, with dimension callouts from the face of curb line and slope percentages. The profile view must show the stations and elevations of all proposed top of curb and vertical event points.	
☐	☐	☐	33. Non-Standard Curb Ramps: When only showing the location of a single proposed non-standard ramp within an existing curb return, where most of the return will remain undisturbed, the station of the centerline of the ramp along the face of curb alignment must be called out. The face of the curb alignment must run the length of the curb return and the horizontal alignment report must be shown on the plans. When the curb return follows a standard drawing it must be clearly labeled that it is per standard drawings and no horizontal or vertical alignment needs to be shown. Dimension callouts from the face of curb line and slope percentages to ramp features may be shown if applicable. Non-radial or directional ramps require an additional station and offset callout from the face of curb alignment to the centerline of the ramp at the back of ramp.	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
☐	☐	☐	34. All tie in points are taken from the preliminary topo. (No GIS data).	
☐	☐	☐	35. All profiles show percentages along lines and design grades at vertical event points except for water lines if minimum depth governs.	
☐	☐	☐	36. All storm drain profiles show station and IE grades at all vertical angle points, in's and out's, dissipaters and structures.	
☐	☐	☐	37. For Curbs: The profile view must show the stations and elevations of all proposed top of curb and flow line grade breaks along with slope percentages. Existing top of curb and flowline must also be shown on the profile view.	

Notes:

1. City CADD seed files can be accessed at the following link: https://www.sandiego.gov/publicworks/edocref/drawings

2. Resource files will be provided by the City Project Manager or designee to Design Consultant if requested. The City's AutoCad seed files and cell Libraries must be used and have been created to City Standards for Consultant use. If the Consultant chooses to use the City AutoCad resource files, the City will accept AutoCad file submittals without conversion to Microstation only for projects outside of the City right of Way (IE. Parks, major buildings), except for Public Utilities Projects. Microstation shall be used for all projects related to Public Utilities Department.. The City AutoCad seed file must be used.

3. When receiving preliminary topographic surveys from consultants, a 3D surface model showing break lines and spot elevations must be provided along with all planimetric features and appurtenances that are necessary for the project, which may include, including but not limited to, water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, poles, etc., as defined in the scope.

4. Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35. The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench book.

APPENDIX H

STIPEND AGREEMENT

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this day of , 20xx, by and between The City of San Diego [City], a municipal corporation, and **INSERT NAME OF DB FIRM** [Design- Builder], for the purpose of submitting fully developed proposal for the **City Heights Performance Annex Improvements** in the amount of Twenty Four Thousand Five Hundred Dollars and zero cents **($24,500)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

A. On **January 07, 2025**, City issued a Request for Qualifications [RFQ] for the City Heights Performance Annex Improvements. To short list qualified Design-Build teams; and

B. The Request for Proposal [RFP] for **K-25-2371-DB2-3-A** includes the option for each Design-Builder to complete and deliver a Stipend Agreement to the City in conjunction with submission of Technical Proposal to be eligible for payment; and

C. This Stipend Agreement is attached as Appendix H the RFP and states that the City will pay a $24,500.00 stipend to each unsuccessful Design-Builder that is deemed responsive by the City; and

D. The purpose of the Stipend Agreement is to encourage competition, increase responsiveness, and obtain higher quality Technical Proposals for the Project.

In consideration of the above recitals and the mutual covenants and conditions set forth in this Stipend Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties as agree.

STIPEND AGREEMENT

1. Work Product

1.1 The City seeks to have Design-Builder prepare and submit, a Technical Proposal that the City determines fully responds to and satisfies all of the material requirements of the RFP and satisfies the provisions set forth in the RFP.

1.2 All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered "work made for hire" as defined in Section 101 of Title 17 of the U.S. Code ("Copyright Law"), and the Work Product (as defined below) shall, upon receipt by the City, become the property of the City without any restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the Work Product developed under this Stipend Agreement.

1.3 Work Product: Design-Builder agrees that all Work Product is, the property of the City once provided to the City in response to the RFP. The term "Work Product" shall mean all submittals made by Design- Builder during the RFP process, including the Technical Proposal, exchanges of information during the pre-proposal and post-proposal period, and information exchanged during site investigations and site surveys. However, the term "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.

1.4 Ownership of Work Product. In consideration for the City's payment of the Stipend under this Stipend Agreement, Design-Builder agrees that the City shall own all rights, title and license in the Work Product and be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, its addenda, the Project, or any future procurements by the City.

1.5 Design Build Contract. In no event shall City be obligated to award or enter a design-build contract. City reserves the right to award a design-build contract with parties other than Design-Builder. City shall not be responsible to Design-Builder for any claims or damages resulting from City's failure to award a design-build contract with Design- Builder, or if the City decides to not award a design-build contract at all.

2. Compensation and Payment

2.1 A one-time compensation payable to Design-Builder for the Work Product described in the Stipend Agreement shall not exceed **$24,500.00**, if all the following conditions are met:

2.1.1 Design-Builder's Proposal was **NOT** selected for award.

2.1.2 Design-Builder's Proposal is responsive to the RFP and any addenda as determined by the City.

2.1.3 Design-Builder's Proposal contains Schematic Design Drawings and a Revit 3D Model which shall include, but not be limited to the following:

2.1.3.1 All drawings are to be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Builder. These are minimum requirements, any additional exhibits, including special design features proposed, may be submitted at the Design-Builder's discretion.

2.1.3.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit one (1) set of full-size (D sheet), color drawings, in pdf format that includes the following:

a. Site Plan: a site plan showing all buildings, site features, and onsite improvements.

b. Floor / Space Plans: a schematic floor plan for each building floor level with general representation of all core elements and structure, and all enclosed spaces. Show conceptual furniture on floor plans.

c. Elevations: a minimum of four (4) color exterior building elevations of the building including indication and Limits of all material types and colors, and any shading devices. Sections: a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes.

d. Interior Perspective: a minimum of two (2) sketch interior perspective, either freehand or computer generated. Massing 3D Study Model: a 3-D massing study model with ability to rotate and explore or a walkthrough video of the proposed building. Include elements adjacent to the building(s) for context and scale. Other: diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required.

e. The items above will help the panel score the Design-Builder's technical proposal according to the scoring criteria in Attachment G of the RFP.

2.1.4 Design-Builder shall make a presentation to the selection panel, if required in the RFP.

2.1.5 Design-Builder shall provide the proposed design and construction schedule.

2.2 In the event all the conditions of 2.1 above cannot be met. The City may at its sole discretion determine compensation to the Design-Builder for this Stipend Agreement under the following conditions:

2.2.1 Design-Builder meeting the criteria identified in Sections 1 and 2.1, above.

2.2.2 The amount paid to the Design-Builder under this Stipend Agreement will be determined by the City in its sole discretion, up to an amount not to exceed $24,500.00.

2.2.3 City shall have access to all books, records, documents, and other evidence and accounting principles and practices sufficient to allow the City Auditor access to the entity's records as needed to verify compliance with the terms specified in this Stipend Agreement.

2.2.4 Any Design-Builder shall submit the completed Stipend Agreement to the City in conjunction with submission of Technical Proposal.

2.2.5 If the procurement is canceled prior to the Bid Opening Date, Design- Builders will be provided the opportunity, at their option, of delivering to the City the Work Product of their Proposal preparations to date. If the procurement is canceled at any time after the Bid Opening Date, the City in its sole discretion will determine the appropriate amount of compensation the Design-Builder may be eligible to receive under this agreement.

There is no specific format required for such Work Product. Those Design- Builders that choose to deliver their Work Product may be paid an amount that the City deems, in its sole discretion, to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid in the event a Design-Builder chooses not to deliver its Work Product.

2.2.6 Invoices must be received within 30 days of notification by the City of eligibility to receive the Stipend under this Stipend Agreement. Payment of compensation will be made within 60 days after receipt of an acceptable invoice submitted to the City under this section.

2.2.7 City's financial obligations under this Stipend Agreement shall be limited to the payment of the Stipend provided in this Agreement. The City shall not be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Stipend Agreement for the work performed in connection with this Stipend Agreement.

3. Indemnification

3.1 Other than in the performance of design professional services which shall be solely as addressed in Section 4 below, to the fullest extent permitted by law, Design Builder shall defend with legal counsel approved by the City, indemnify and hold harmless the City and its officers, agents, departments, officials, and employees (Indemnified Parties) from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Stipend Agreement by the Design Builder, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Builder's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

3.2 This indemnity shall not apply with respect to any claims, demands or suits arising from use of any work product by the City or City's consultants.

4. Design Professional Services Indemnification and Defense.

4.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of Design Professional services performed by Design-Builder, Design- Builder shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design-Builder or Design-Builder's officers or employees.

4.2 Design Professional Services Defense. The Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design-Builder or Design-Builder's officers or employees.

4.3 Insurance. The provisions of this Section are not limited by the requirements of RFP Section 5-4.2 of the Supplementary Special Provisions related to insurance requirements.

4.4 Enforcement Costs. The Design-Builder agrees to pay all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section.

5. Compliance with Laws

5.1 Design-Builder shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Stipend Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinance, rules, and regulations as they relate to work performed under this Stipend Agreement. Design-Builder agrees to incorporate the

provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement. The Design- Builder agrees (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (2) to include a provision similar to that contained in subsection (1) above in any subcontract; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

6. Assignment

6.1 Design-Builder shall not assign this Stipend Agreement without the City's prior written consent. Any assignment of this Stipend Agreement without such consent shall be null and void.

7. Miscellaneous

7.1 Design-Builder and the City agree that Design-Builder, its team members, and all Design-Builder's employees, agents, contractors, subcontractors, consultants, and subconsultants shall not be considered officers, officials, employees or agents of the City as a result of this Stipend Agreement.

7.2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

7.3. This Stipend Agreement together with the RFP and addenda, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties herein.

7.4. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Stipend Agreement is held to be illegal or in conflict with any law of the State of California by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.

7.5. This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Stipend Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by Design-Builder.

THE CITY OF SAN DIEGO

By: _____

Print Name: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: _____
Deputy City Attorney

Date: _____

CONTRACTOR

By_____

Print Name:_____

Title:_____

Date:_____

City of San Diego License No.:_____

State Contractor's License No.:_____

APPENDIX I

SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

CITY OF SAN DIEGO
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

Date:_____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

TITLE OF CONTRACT: Title of Contract

CONTRACT AMOUNT (ORIGINAL/FINAL) _____/_____

FIRM NAME: Contractor Firm Name

FIRM ADDRESS: _____

CONTRACTOR REPRESENTATIVE'S NAME: _____

CONTRACTOR SUPERINTENDENT'S NAME: _____

CONTRACTOR FOREMAN'S NAME: _____

WBS #: **BID #:**

TYPE OF WORK (CHECK ALL THAT APPLY):

TREATMENT PLANT	☐	PUMP STATION	☐	SEWER MAIN	☐	STORM DRAIN	☐
WATER MAIN	☐	FLOOD CONTROL	☐	ENVTL. MITIGATION	☐	BRIDGE	☐
STREETS/HIGHWAYS	☐	TRAFFIC SIGNAL	☐	STREET LIGHTS	☐	PARK	☐
BUILDING [specify]	☐	PIPING SYSTEM	☐	OTHER (SPECIFY)	☐	____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. *See* San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

Notes:
- **The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.**
- **Refer to the end of the form for definitions used in this evaluation.**

SAMPLE

1. Contract Administration

The Contractor's overall rating for Section 1 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

2. Compliance with Contract Documents

SAMPLE

The Contractor's overall rating for Section 2 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

3. Construction Workmanship

The Contractor's overall rating for Section 3 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

4. Safety

The Contractor's overall rating for Section 4 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

SAMPLE

5. Storm Water / BMP Compliance

The Contractor's overall rating for Section 5 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

6. Cooperation, Professionalism, Communication & Public Outreach

SAMPLE

The Contractor's overall rating for Section 6 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

7. Subcontracting Performance and Management

The Contractor's overall rating for Section 7 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

The Contractor's overall rating (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

SAMPLE

RESIDENT ENGINEER	SUPERVISOR
By:	
(signature / date)	(signature / date)
(print name)	(print name)

Section Head's Initial_____

Asst. Deputy Director's Initials_____

ADD:

Date:_____

cc:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

Definitions:

1. **Performance Areas -** These include the Contractor's record of conforming to the requirements and standards of *Contract Administration*, *Compliance with Contract Documents*, *Construction Workmanship*, *Safety*, *Stormwater Best Management Practices*, *Cooperation, Professionalism*, *Communication* and *Public Outreach*, and *Subcontracting Performance and Management*.

   Here are definitions for the specified terms within the context of contractor performance areas:

   - *Contract Administration*: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
   - *Compliance with Contract Documents:* Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
   - *Construction Workmanship:* The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
   - *Safety:* Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
   - *Stormwater Best Management Practices (BMPs):* Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
   - *Cooperation:* The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
   - *Professionalism:* Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
   - *Communication and Public Outreach:* Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
   - *Subcontracting Performance and Management:* The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

   The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

2. **Performance Rating -** See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

   a) Outstanding:

   - Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
   - Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
   - Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

SAMPLE

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

b) Above Satisfactory:

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

c) Satisfactory:

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

SAMPLE

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

d) Needs Improvement:

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

e) Unsatisfactory:

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

SAMPLE

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of “emergency operations” as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the “emergency operations” project are actually being operated on the project for “emergency operations” only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. "Emergency Operations" is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;

2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or

3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for "emergency operations" projects must include:

1. A description of the emergency;

2. The address or a description of the specific location of the emergency;

3. The dates on which the emergency operations were performed; and

4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024,** Contractor is also subject to the requirements described in 13 CCR section 2449(j).

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

1.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

2. Summary of Proposal (5 Points Max)

2.1. Each Proposer shall submit a one to two page summary of its Proposal.

3. Project Team (20 Points Max)

3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

3.1.1. Civil

3.1.2. Architectural

3.1.3. Structural

3.1.4. Mechanical

3.1.5. Electrical

3.1.6. Environmental

3.1.7. Geotechnical

3.1.8. Sustainability

3.1.9. Certified Access Specialist (CASp)

3.2. Project Manager – Design-Builder shall employ a minimum of 1 fully experienced and qualified project manager. This person shall be Responsible for the budget, schedule and quality of the project. Duties also include responsibility for all necessary paperwork such as obtaining permits; coordination of request for information (RFI) and submittals; schedule generation and updates; resource management to maintain the project schedule; and, overall project management. Person shall have previously functioned in a similar role, on a minimum of three (3) comparable, projects of similar size.

3.3. Project Superintendent - Design-Builder shall employ a minimum of 1 fully experienced and qualified Project Superintendent. This person shall be responsible for all construction efforts. Duties include coordination with stake holders; quality control; compliance with all required permits; coordination with environmental monitoring staff; and, field construction in coordination with Project Manager. This person shall have previously functioned in a similar role, on a minimum of three (3) comparable, projects of similar size.

3.4. Assistant Superintendent/Asst. Project Manager – This person shall assist the Project Manager and Project Superintendent as necessary with all relevant tasks. This person shall have previously functioned in a similar role, on a minimum of two (2) comparable, projects of similar size.

3.5. Provide an Organizational Chart of all the key members of the project team from the Project Manager to all subcontractors/suppliers on your team.

3.6. Project Partnering and Coordination: Describe past experience with formal partnering process, including partnering facilitator and qualifications (IPI certification). List any awards won for partnering or teamwork on past projects. Describe process and intent to solicit City input and approval for compliance with RFP requirements.

4. Technical Approach and Design Concept (20 Points Max)

4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, 3D renderings, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

4.1.1. Proposed Design – describe the proposed design concept outlined in Attachment A of the RFP. Demonstrate how the DB will meet the intent of the bridging documents within the limits of the project budget, schedule, and scope. The DB shall submit 3D rendering of their proposed design of both the exteriror and interior elements.

4.1.2. Aesthetics and Functionality– Describe the building design, architecture, aesthetics, and functionality in accordance with requirements set in the RFP.

4.1.3. Civil/Site/ADA – How will the DB achieve ADA compliance at the site. DB to describe grading plan. DB to submit proposed site plan.

4.1.4. Incorporation of Bid Alternates – Describe how your team will incorporate the bid alternates, including reduction of floor space, without compromising the overall programming and functioning of the Library. Provide any renderings/or schematics necessary.

4.1.5. 4.1.5. Describe any major changes to the bridging document conceptual plans that the DB believes will enhance the overall programming and functionality of the annex, and/or will reduce overall cost.

5. Construction Plan (30 Points Max)

5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:

5.1.1. Construction approach and methods

5.1.2. Plan for operation of facility during construction

5.1.3. Plan for phasing of construction activities

5.1.4. General plan for functional testing and start-up.

5.1.5. Proposed safety program

5.1.6. Proposed construction schedule

5.1.7. Traffic Control Management

5.1.8. Construction approach and methods - Explain the Design-Builder's approach to the sequencing of the project as a whole. Include information on the overall approach and methods to the construction.

5.1.9. Proposed construction schedule - Describe the Design- Builder's resource management of the work inclusive of staffing and work hours.

5.1.10. Provide a schedule that shows the tasks, durations, resources (number of crews), and crew work hours projected to complete the work. Identify the critical path.

5.1.11. Provide plan(s) of recovery if schedule/time loss during design and construction phase. In this module, explain all measures intended to be employed to complete the project on time.

5.1.12. Accelerated schedule – Creative means and methods and/or construction sequencing that demonstrate possible completion ahead of contractual timeline.

5.1.13. General plan for functional testing and start-up - DB to describe plan for Mechanical, Electrical, Plumbing (MEP) equipment and systems functional testing, start-up, adjustment and balancing, and maintenance staff training as well as commissioning of major systems.

6. Equal Employment and Contracting Opportunity (25 Points Max)

6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.

6.2. Subcontractor Documentation

6.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5

OUTCOME		MAXIMUM POSSIBLE POINTS
2	10%-14%participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
In no case the points shall exceed 25.		

TOTAL POINTS: 100

7. Review of Technical Proposal

7.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2-3 weeks for review of the Technical Proposals.

7.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.

7.2.1. Interviews will consist of thirty (30) minute presentations by each Design-Builder; and (30) minutes for questions and answers. The presentations shall be given by the Design-Builders' key personnel who will be continuously involved on site or in San Diego in proportion to their level of involvement.

7.2.2. The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

7.3. The City reserves the right to schedule interviews with any Design-Builder to ask questions about or to seek clarifications on their proposal.

7.4. The City reserves the right to request presentations and interviews as necessary. Subsequent to receipt of the proposals, the City will provide written notice of the request for an interview to any of the Design-Builders as needed. The purpose of the presentation is to allow the Panel to ask questions and to seek clarifications about the proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their proposals. If the City decides to request presentations, they will follow the format as outlined in section 8.2 and written direction will be provided to the DB

8. Final Selection Based on Weighted Criteria

8.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:

8.2. A maximum of 40 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1-\frac{\text{(Contract Price-Lowest Contract Price)}}{\text{(Lowest Contract Price)}}\right)\times\text{Max Pts} = \text{Pts Rcvd}$$

8.3. A maximum of 60 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.

8.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.

8.5. For example, if the lowest total Contract Price of all proposals is $100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is $105 and the maximum allowable points is 80 points, then that Proposal would receive (1– ((105–100)/100) x 80 = 76 points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	$105	76.00	93.00
B	**88.00**	**17.60**	**$130**	**56.00**	**73.60**
C	50.00	10.00	$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H

PRICE FORMS

JULY 9, 2025

CITY OF SAN DIEGO
CITY HEIGHTS LIBRARY PERFORMANCE ANNEX IMPROVEMENTS K-25-2371-DB2-3-A

Price Proposal

SWINERTON | SMITHGROUP

TABLE OF

CONTENTS

1. TOTAL PRICE FOR DESIGN-BUILD PROPOSAL

2. PRICE PROPOSAL SHEET

3. PRICE PROPOSAL SHEET ALTERNATES

4. DESIGN-BUILD LIST OF SUBCONTRACTORS

TOTAL PRICE FOR DESIGN-BUILD PROPOSAL

Total Price For Design-Build Proposal, (Excel Price Proposal Sheet items 1 through 12, inclusive) plus Alternates A through B, amount written in words:

Five million, four hundred seventeen thousand, seven hundred twenty four dollars and no cents

Design-Builder: Elizabeth Hawkins, Swinerton Builders

Title: Operations Manager

Signature:

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

Elizabeth Hawkins, Operations Manager, Swinerton Builders

Megan Skaalen, Principal-in-Charge, SmithGroup

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

Price Proposal Sheet

The Design-Builder agrees to the design and construction of **City Heights Library Performance Annex Improvements**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS	41829	$41,829.00
2	541330	Engineering and Design Services	1	D	LS	677546	$677,546.00
3	236220	Construction	1		LS	3769084	$3,769,084.00
4	236220	Building Permit (EOCP Type I)	1		AL	15000	$15,000.00
5		City Contingency (EOC Type II)	1		AL	350000	$350,000.00
6	236220	Partnering (EOC Type I)	1		AL	10000	$10,000.00
7	238210	Utilities Fees (EOC Type I)	1		AL	10000	$10,000.00
8	541330	WPCP Development	1	D	LS	2000	$2,000.00
9	237310	WPCP Implementation	1		LS	44000	$44,000.00
10	541370	Survey Services	1		LS	13265	$13,265.00
11	541330	Traffic Control and Engineered Traffic Control Plan	1		LS	10000	$10,000.00
12	236220	Furniture, Fixtures, and Equipments (FFE) (EOC Type 1)	1		AL	150000	$150,000.00
						TOTAL:	$5,092,724.00

* Design Element (For City Use)

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
Additive Alternate A							
1	238220	New Restroom	1		LS	175000	$175,000.00
SUBTOTAL DESIGN-BUILD - **ADDITIVE ALTERNATE A (ITEMS NO. 1 THROUGH 1,** INCLUSIVE):							$175,000.00
Additive Alternate B							
1	238210	Solar Photovoltaic System	1		LS	150000	$150,000.00
SUBTOTAL DESIGN-BUILD - **ADDITIVE ALTERNATE B (ITEMS NO. 1 THROUGH 1,** INCLUSIVE):							$150,000.00
						TOTAL W/O ALTERNATES:	$5,092,724.00
						TOTAL INCLUSIVE OF ALTERNATES:	$5,417,724.00

* Design Element (For City Use)

DESIGN-BUILD LIST OF SUBCONTRACTORS

**** TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: aark engineering, inc. Address 1870 Cordell Ct, #202 City: El Cajon State: California Zip: 92020 Phone: 619.383.6550 Email: vanbibber@aarkenginering.com	Consultant	1000013693	S5314	Structural	$40,000	SLBE, ELBE	City of San Diego	
Name: Nasland Engineering Address 4740 Ruffer Street City: San Diego State: California Zip: 921111 Phone: 858.292.7770 Email: larryt@nasland.com	Consultant	1000009671	49795	Land survey, topographic & utility verification	$49,490	SBE	State of CA, DGS	

① As appropriate, Design-Builder 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, Design-Builder shall indicate if Subcontractor is certified by:

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

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

Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS

**** TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Nova Services, Inc. Address: 4373 Viewridge Ave. City: San Diego State: California Zip: 92123 Phone: 858.860.4784 Email: wmokhtar@usa-nova.com	Consultant	1000007909	8398	Geo tech	$24,300	DVBE, SBE, SDVSB	State of CA, DGS	
Name: Access Compliance Consulting Address: 2700 D Street City: Sacramento State: California Zip: 95816 Phone: 916.833.6479 Email: susan@smoearchitect.com	Consultant	1001142952	392	CASp	$7,500	SBE (Micro)	State of CA, DGS	

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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, Design-Builder shall indicate if Subcontractor is certified by:

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

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

Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS

**** TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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Name: McCullough Landscape Architecture Address: 3605-B Fifth Ave. City: San Diego State: California Zip: 92103 Phone: 619.296.3150 x.102 Email: david@mccullughla.com	Consultant	PW-LR-100 0641545	4048	Landscape	$59,000	SLBE SBE	City of SD State of CA, DGS	
Name: Address: City: State: Zip: Phone: Email:								

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Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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Service-Disabled Veteran Owned Small Business	SDVOSB		

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California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS
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Name: Saturn Electric, Inc. Address: 7552 Trade Street City: San Diego State: CA Zip: 92121 Phone: 858-271-4100 Email: amy@saturnelectric.com	Contractor	1000007128	219097	Electrical	$140,000	SLBE, SBE	CITY, CADoGS	
Name: SD Concrete Solutions Address: 11054 Lopez Ridge Way City: San Diego State: CA Zip: 92121 Phone: 619-954-6216 Email: gaurav@sdconcrete.biz	Contractor	2000002354	1115911	Concrete	$310,000	SLBE	CITY	

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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		

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS
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Name: Merino Landscape Address: 2416 Paso Robles Ct. City: Chula Vista State: CA Zip: 91914 Phone: 619-348-9932 Email: chris@merinolandscape.com	Contractor	1000004989	797785	Landscape	$200,000	SLBE, SBE, DVBE	CITY, CADoGS	
Name: Address: City: State: Zip: Phone: Email:								

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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		

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

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Form AA05 – Design-Build List of Subcontractors

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

AARK Engineering, Inc.

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 11AE0348

Effective: 7/19/2023 - 7/19/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 4/25/2024 3:30:14 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 22169

Legal Business Name:
Nasland Engineering

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
4740 RUFFNER ST
SAN DIEGO
CA 92111

Email Address:
marketing@nasland.com

Business Web Page:

Business Phone Number:
858/292-7770

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/25/2024	04/30/2026
SB-PW	Approved	04/25/2024	04/30/2026

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Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Barnett Quality Control Services, Inc. dba NOVA Services

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 541350, 541380)

Certification Number: 12BQ0666

Effective: 8/23/2023 - 8/23/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 11/22/2023 7:16:33 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 1733688

Legal Business Name:
BARNETT QUALITY CONTROL SERVICES, INC.

Doing Business As (DBA) Name 1:
NOVA SERVICES INC

Doing Business As (DBA) Name 2:

Address:
4373 VIEWRIDGE AVE
Ste B
SAN DIEGO
CA 92123

Email Address:
djbarnett@usa-nova.com

Business Web Page:

Business Phone Number:
858/292-7575

Business Fax Number:
858/292-7570

Business Types:
Service

Certification Type	Status	From	To
DVBE	Approved	11/21/2023	11/30/2025
SB	Approved	11/21/2023	11/30/2025
SB-PW	Approved	01/17/2023	01/31/2025

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Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

DSA
DIVISION OF THE STATE ARCHITECT
DEPARTMENT OF GENERAL SERVICES

This is to verify that

Susan Moe

Having given satisfactory demonstration of competence of the laws and regulations mandating non-discriminating access to the built environment by persons with disabilities, is hereby granted status as a

Certified Access Specialist

Certification No: CASp-392

Ida A. Clair, AIA
State Architect

Certification Date: January 15, 2012
Expiration Date: January 15, 2027

Printed on: 4/29/2025 10:19:53 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2036457

Legal Business Name:
Access Compliance Consulting

Doing Business As (DBA) Name 1:
Susan R. Moe

Doing Business As (DBA) Name 2:
Los Angeles County

Address:
2700 D Street
Sacramento
CA 95816

Email Address:
susan@smoearchitect.com

Business Web Page:
https://www.consultforaccess.com

Business Phone Number:
19168336479

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/30/2023	11/30/2025

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Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

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To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 33864

Legal Business Name:
McCULLOUGH LANDSCAPE ARCHITECTURE INC

Doing Business As (DBA) Name 1:
McCULLOUGH LANDSCAPE ARCHITECTURE INC

Doing Business As (DBA) Name 2:

Address:
3605-B Fifth Ave.
CA
San Diego
CA 92103

Email Address:
catherine@mcculloughla.com

Business Web Page:
http://www.McCulloughLA.com

Business Phone Number:
619/296-3150

Business Fax Number:
619/501-7725

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/09/2023	11/30/2025

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Questions?
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Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

McCullough Landscape Architecture, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 11ML0447

Effective: 7/13/2023 - 7/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 20358

Legal Business Name:
Saturn Electric, Inc.

Doing Business As (DBA) Name 1:
Saturn Electric, Inc.

Doing Business As (DBA) Name 2:
Saturn Electric, Inc.

Address:
7552 Trade Street
CA
San Diego
CA 92121

Email Address:
amy@saturnelectric.com

Business Web Page:

Business Phone Number:
858/271-4100

Business Fax Number:

Business Types:
Construction

Certification Type	Status	From	To
SB(Micro)	Approved	02/12/2024	02/28/2026
SB-PW	Approved	02/12/2024	02/28/2026

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Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

This report lists vendors with active SLBE and ELBE certifications, along with their respective NAICS codes and descriptions as of 5/5/2025. It is the responsibility of the bidder to ensure subcontractors are certified by the bid due date.

CERTIFIED SLBEs / ELBEs (with NAICS)

238210 Electrical Contractors

Saturn Electric, Inc. Phone: (858) 271-4100 Fax: (858) 271-0230

Timothy A. Dudek tim@saturnelectric.com

License Type	Business Status
A	Emerging
B	Emerging
C-10	Emerging

NOTE: Construction, Full service electrical contractor specializing in commercial/industrial work, lighting, and distribution T&M

238210 Electrical Contractors

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

SD Concrete Solutions LLC

Emerging Local Business Enterprise (ELBE)

Specialty Construction

(NAICS: 238110)

Certification Number: 17SC1953

Effective: 3/14/2025 - 3/14/2027

Christian Silva
Program Manager
Equal Opportunity Contracting

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 37054

Legal Business Name:
MERINO LANDSCAPE INC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
2416 Paso Robles Ct
CA
Chula Vista
CA 91914

Email Address:
support@merinolandscape.com

Business Web Page:

Business Phone Number:
619/348-9932

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
DVBE	Approved	03/05/2025	03/31/2027
SB(Micro)	Approved	03/05/2025	03/31/2027

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Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Merino Landscape, Inc.

Small Local Business Enterprise (SLBE)

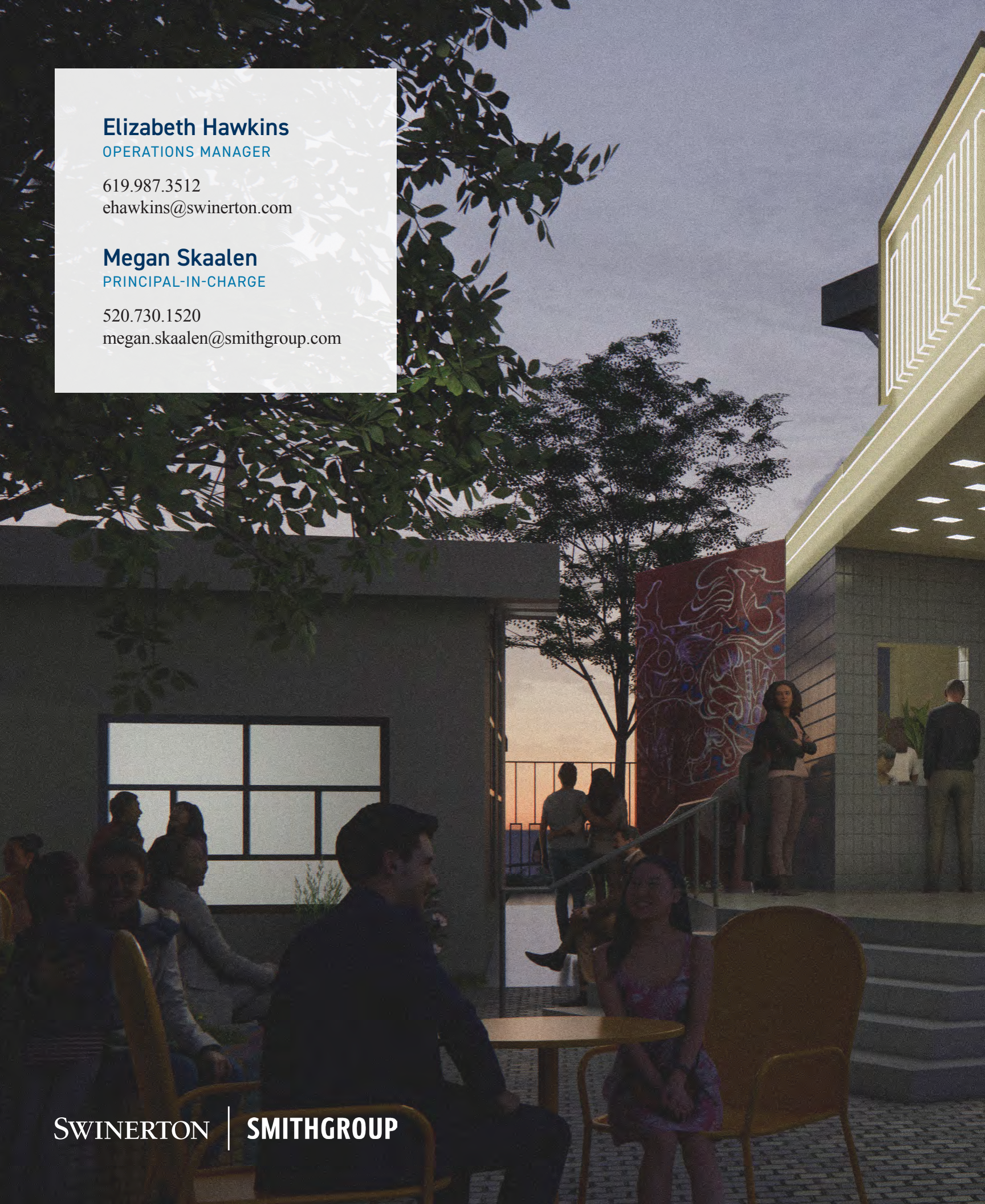
Specialty Construction

(NAICS: 561730)

Certification Number: 17ML1598

Effective: 5/1/2024 - 5/1/2026

Christian Silva
Program Manager
Equal Opportunity Contracting



Elizabeth Hawkins
OPERATIONS MANAGER

619.987.3512
ehawkins@swinerton.com

Megan Skaalen
PRINCIPAL-IN-CHARGE

520.730.1520
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SWINERTON | SMITHGROUP

JOBS COORDINATOR DESIGNATION FORM

JOBS COORDINATOR. A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor contracts with or employs to assist with: achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5; fulfilling the Work Opportunities Program as set forth in Article 22; and Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a Covered Project or each time it is assigned a Task Order that is considered a Covered Project.

List the applicable Jobs Coordinator information below.

Legal Name and Full Street Address of Jobs Coordinator Firm (or list Prime Contractor if self-performing)	Name of Individual Acting as Jobs Coordinator	Phone number of Jobs Coordinator	Email address of Jobs Coordinator

Bidder Signature:_____ Dated:_____

JOBS COORDINATOR QUALIFICATIONS. Jobs Coordinator qualifications may include, but are not limited to, the following:

A. 3 years' experience providing Jobs Coordinator services.

B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within the County of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.

C. Demonstrate experience with Targeted and/or Veteran Worker populations.

D. Experience working with services of the Center for Military Recruitment, Assessment and Veterans Employment and “Helmets to Hardhats” programs.

JOBS COORDINATOR RESPONSIBILITIES. The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).

B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.

C. Conduct orientations, job fairs, and community outreach meetings in the local community.

D. Distribute the City of San Diego Targeted Worker Survey Form.

    a. Screen Targeted and/or Veteran Workers status.

E. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran Workers and apprentices.

F. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.

G. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.

H. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.

I. Be the point of contact to provide information about available job opportunities on projects.

J. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring goals.

K. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local Worker goal and voluntary Targeted Worker participation.

JOBS COORDINATOR DELIVERABLES. The Prime Contractor may require the selected Jobs Coordinator to provide, on a monthly basis, an update of Jobs Coordinator activities via email, including but not limited to:

A. Number of Local, Targeted and/or Veteran Worker placements made.

B. Contractor availability for sponsoring new Local, Targeted and/or Veteran Workers.

C. Spotlight photos and interviews with Local, Targeted and/or Veteran Workers.

D. Activities that have been completed to achieve the Local Worker goal and voluntary Targeted Worker participation.

E. Identification of any workers who meet the Local, Targeted and/or Veteran status that are available for placement.

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 13th day of August, 2025, by and between The City of San Diego (City), a municipal corporation, and **Swinerton Builders** (Design-Builder), for the purpose of designing and constructing the **City Heights Library Performance Annex Improvements** (Project) in the total amount of Five Million Four Hundred Seventeen Thousand Seven Hundred Twenty Four Dollars and Zero Cents ($5,417,724.00), which is comprised of the Base Proposal plus Additive Alternates A and B, consisting of an amount not to exceed $4,600,000.00 for Phase I and $817,724.00 for Phase II.

The City and Design-Builder are referred to herein as the "Parties".

RECITALS

A. The City desires to construct the Project located in the City of San Diego, California.

B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.

C. The City has issued Request for Proposal (RFP) number **K-25-2371-DB2-3-A** for **City Heights Library Performance Annex Improvements,** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.

D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.

E. The City wishes to construct this Project on a Phase- Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for additional Phases, unless and until Design-Builder is issued a Notice to Proceed for each additional Phase by the City.

F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.

G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

AGREEMENT

A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.

B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

C. Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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 section 22.3102 authorizing such execution.

CONTRACTOR

By _____

Print Name: Elizabeth Hawkins, Swinerton Builders

Title: Operations Manager

Date: 8/13/2025

City of San Diego License No.: B1994000773

State Contractor's License No.: 92

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000000296

THE CITY OF SAN DIEGO

By: _____

Print Name: Berric Doringo
Deputy Director
Purchasing & Contracting Department

Date: 8/26/2025

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Dana Fairchild
Deputy City Attorney

Date: 8/28/2025

ATTACHMENT J

PROJECT LABOR AGREEMENT

ORIGINAL

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT

FOR

CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS

AND OTHER PROJECTS

DOCUMENT NO 00- 21764

FILED FEB 13 2024

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

Page

ARTICLE 1 – RECITALS..... 1
ARTICLE 2 - DEFINITIONS..... 3
ARTICLE 3 - SCOPE OF THE PLA..... 6
ARTICLE 4 – UNION RECOGNITION AND EMPLOYMENT..... 10
ARTICLE 5 - UNION ACCESS AND STEWARDS..... 17
ARTICLE 6 - WAGES AND BENEFITS..... 18
ARTICLE 7 - WORK STOPPAGE AND LOCKOUTS..... 20
ARTICLE 8 – WORK ASSIGMENTS AN DJURISDICTIONAL DISPUTES..... 26
ARTICLE 9 - MANAGEMENT RIGHTS..... 26
ARTICLE 10 – SETTLEMENT OF GRIEVANCES AND DISPUTES..... 29
ARTICLE 11 - COMPLIANCE..... 31
ARTICLE 12 – SAFETY AND PROTECTION OF PERSON AND PROPERTY..... 32
ARTICLE 13 - TRAVEL AND SUBSISTENCE..... 32
ARTICLE 14 - APPRENTICES..... 33
ARTICLE 15 – LEGAL ACTION..... 34
ARTICLE 16 - PRE-JOB CONFERENCE..... 34
ARTICLE 17 - LABOR/MANAGEMENT COLLABORATION..... 35
ARTICLE 18 - SAVINGS AND SEPARABILITY..... 35
ARTICLE 19 - WAIVER..... 36
ARTICLE 20 - AMENDMENTS..... 36
ARTICLE 21 - EFFECTIVENESS OF THE PLA..... 36
ARTICLE 22 – WORK OPPORTUNITIES PROGRAM..... 38
ARTICLE 23 - HELMETS TO HARDHATS..... 40
ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY
ATTACHMENT B – LETTER OF ASSENT
ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM
ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM
ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY
ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17 "DRUG-FREE WORKPLACE/CITY CONTRACTORS"
APPENDIX A – MEMORANDUM OF UNDERSTANDING #1 STARTUP AND COMMISSIONING

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT
FOR
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS
AND OTHER PROJECTS

This Project Labor Agreement ("PLA") is entered into by and between the City of San Diego ("City"), the San Diego County Building and Construction Trades Council, AFL-CIO ("Council"), and the signatory Craft Unions ("Unions").

ARTICLE 1
RECITALS

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City's adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City's adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2
DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

"Applicable Prevailing Wage Laws" means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

"Apprentice" means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

"Apprenticeship Program" means an apprenticeship program (i) approved by the State of California's Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

"Apprenticeship Readiness Program" means an apprenticeship readiness program authorized by North America's Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

"City" means the City of San Diego.

"Contractor" means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term "Contractor" includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

"Core Employee" is defined in Article 4, Section 4.6(a).

"Council" means the San Diego County Building & Construction Trades Council.

"Covered Contract" means a prime contract or subcontract awarded for performance of Covered Work.

"Covered Professional Services Agreement" means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

"Covered Project" means either: (1) a City-procured construction project included in the City's adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least $5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than $1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

"Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

"Disadvantaged Business" means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation ("Caltrans") or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission ("CPUC"); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

"Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the "Jobs Coordinator."

"Local Worker" means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

"Master Agreement" means the local master labor agreement of a Union.

"Parties" means the City, the Council, and Unions.

"Prime Contractor" means the contractor awarded a Covered Contract in privity directly with the City.

"Project Labor Coordinator" means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

"Targeted Worker" means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

(a) is a Veteran;

(b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;

(c) has no high school diploma or general education diploma (GED);

(d) is homeless or has been homeless within the last year;

(e) is a former foster youth;

(f) is a custodial single parent;

(g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);

(h) is a current recipient of government cash or food assistance benefits;

(i) has a documented income at or below 100 percent of the Federal Poverty Level;

(j) has spent time in a jail, a youth correctional facility or a prison; or

(k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

"Union" means any labor organization signatory to this PLA.

"Veteran" means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

"Workforce Dispatch Request Form" means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.

ARTICLE 3
SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.

(b) Off-site manufacturing, fabrication, maintenance, hauling of equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (*i.e.*, prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.

(c) All employees of the City and Project Labor Coordinator.

(d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants,

and other employees of professional service organizations, not performing manual labor within the scope of this PLA.

(e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.

(f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.

(g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).

(h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.

(i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.

(j) Laboratory testing work.

(k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

(l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.

(m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

Section 3.5 Master Agreements.

(a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.

(b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

Section 3.7 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4
UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Targeted Workers.

(a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.

(c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.

(d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

(e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

(d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.

(e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

(f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing Covered Work under this PLA. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 5
UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non–Covered Projects. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6
WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.

(b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses not otherwise signatory to a Master Agreement are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

(c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non- exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7
WORK STOPPAGE AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

Section 7.3 Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non- complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to the City the sum of not less than $10,000.00 and no more than $20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work; and

(b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and

(d) Discharge, suspend, or discipline their own employees for just cause; and

(e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and

(f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

(c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non- precedential except as to the grievance parties.

(b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a "complaining party") allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance ("responding party"), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11
COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Worplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyperson hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.

(b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15
LEGAL ACTION

Section 15.1 Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16
PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.

Section 16.2 The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.

Section 16.3 All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 16.4 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.6 The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

ARTICLE 17
LABOR/MANAGEMENT COLLABORATION

Section 17.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19
WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20
AMENDMENTS

Section 20.1 Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

ARTICLE 21
EFFECTIVENESS OF THE PLA

Section 21.1 Term and Application.

(a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.

(b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.

(c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

ARTICLE 22
WORK OPPORTUNITIES PROGRAM

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and

(d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and

(e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

(f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and "Helmets to Hardhats" goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union's Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

ARTICLE 23
HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO

By: _____

Name: Todd Gloria

Title: Mayor

Dated: July 1, 2024

APPROVED AS TO FORM

MARA W. ELLIOTT, CITY ATTORNEY

By: Christina L Rae for Bonny Hsu

Name: Christina L. Rae

Title: Deputy City Attorney

Dated: July 1, 2024

O-21764

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim
70D82C690EED49C...

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS
(See Attached)

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

By: DocuSigned by: Jack Alvarado
Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By: DocuSigned by:
Elevator Constructors Local 18

By: DocuSigned by: Ernesto Toscano
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By:
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

By:
Operating Engineers Local 12

By: DocuSigned by:
Laborers Local 1184

By: DocuSigned by: Dave Gauthier
Sheet Metal Workers' Local 206

By: DocuSigned by: Ed Learn
Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jon Preciado
Southern California District Council of Laborers

By: DocuSigned by: Doug Hick
Southwest Regional Council of Carpenters

By: DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

By: DocuSigned by: Jack Alvarado
Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By:
Elevator Constructors Local 18

By:
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By: Valentine R. Macedo
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

By:
Operating Engineers Local 12

By:
Laborers Local 1184

By: DocuSigned by: Dave Gauthier
Sheet Metal Workers' Local 206

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Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jon Preciado Jr
Southern California District Council of Laborers

By:
Southwest Regional Council of Carpenters

By: DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: _____
Allied Workers Local 5

By: _____
Boilermakers Local 92

By: _____
Bricklayer & Allied Crafts Local 4

By: _____
Cement Masons Local 500 / Area 744

By: _____
Electrical Workers Local 569

By: _____
Elevator Constructors Local 18

By: _____
Painters & Allied Trades District Council 36

By: _____
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Laborers Local 1184

By: _____
Sheet Metal Workers' Local 206

By: _____
Laborers Local 345

By: _____
Teamsters Local 166

By: _____
UA Local 345

By: _____
Laborers Local 300

By: _____
Road Sprinkler Fitters Local 669

By: _____
Southern California District Council of Laborers

By: _____
Southwest Regional Council of Carpenters

By: _____
Teamsters Local 481

ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

1. Phase III - Convention Center Expansion;
2. Phase I - Ocean Beach Pier Replacement;
3. New City Administration Building;
4. San Diego Fire Training Facility; and
5. Resource Recovery Facility at the Miramar Landfill

* In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

ATTACHMENT B – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator
Address
Address
Address

Attention: _____

Re: City of San Diego Project Labor Agreement

To Whom It May Concern:

This is to confirm **[Name of Company]** agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to **[Insert City Contract No._____and Name of Covered Project]**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:
[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement ("PLA") establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

CONTRACTOR USE ONLY

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
		Total Number of Workers Requested:	

In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:

* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		**Reporting Time:**	
Reporting To:		**On Site Phone:**	
Project Name:			
Project Location:			
Special Instructions:			

UNION USE ONLY

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	
Date Worker(s) Dispatched:	

Name:	JM or App	Veteran	Local Worker? *	Zip Code
	☐ JM ☒ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☒ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	

* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.
** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Local Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182
92140	92536	92672								

ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

CONTRACTOR INFORMATION			
Covered Project Name:			
Contractor/Firm Name:			
Submitted by:		**Date Submitted:**	
Email:		**Phone:**	

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

a. Be either a journeyperson or Apprentice;
b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

CRAFT / TRADE	EMPLOYEE NAME	LAST 4 SSN	HIRE DATE	DATE LAST EMPLOYED

Please use additional sheets as necessary.

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "PLA Drug Policy" and City Council Policy No. 100-17, "Drug-Free Workplace/City Contractors," Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the PLA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

   1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

   2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

   3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING "QUICK" DRUG SCREENING TESTS PURSUANT TO ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17

"DRUG-FREE WORKPLACE/CITY CONTRACTORS"

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.

C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).

D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace.
(b) The person's or organization's policy of maintaining a drug-free workplace.
(c) Any available drug counseling, rehabilitation, and employee assistance programs.
(d) The penalties that may be imposed upon employees for drug abuse violations.

(3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

APPENDIX A –

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

Bond # 9457730 Zurich
Bond # 070226059 Liberty

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND
Premium $37,924.00

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Swinerton Builders, a corporation, as principal, and Zurich American Insurance Company/ Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Five Million Four Hundred Seventeen Thousand Seven Hundred Twenty Four Dollars and Zero Cents ($5,417,724.00) for the faithful performance of the annexed contract, and in the sum of Five Million Four Hundred Seventeen Thousand Seven Hundred Twenty Four Dollars and Zero Cents ($5,417,724.00) for the benefit of laborers and materialmen designated below.

Conditions: City Heights Library Performance Annex Improvements, K-25-2371-DB21-3-A

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

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

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

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

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

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

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

CONTRACTOR
Swinerton Builders

By: _____

Print Name: Elizabeth Hawkins

Date: 8/1/2025

THE CITY OF SAN DIEGO

By: _____

Print Name: Berric Doringo
Deputy Director
Purchasing and Contracting

Date: 8/26/2025

SURETY
Zurich American Insurance Company/
Liberty Mutual Insurance Company

By: _____

Print Name: _____
Betty L.Tolentino, Attorney-In-Fact

Date: July 29, 2025

Zurich 4 Embarcadero Center, Suite 3740,SF,CA 94111
Liberty 1 Embarcadero Center, Suite 1320,SF,CA 94111

Local Address of Surety

Zurich 818-625-3211
Liberty 415-537-2509

Local Phone Number of Surety

$37,924.00

Premium

Bond # 9457730 Zurich
Bond # 070226059 Liberty

Bond Number

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Dana Fairchild
Deputy City Attorney

Date: 8/28/2025

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On 8/1/2025 (Date) before me, April Peterson Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Elizabeth Hawkins (Name(s) of Signer(s))

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

APRIL PETERSON
Notary Public - California
San Diego County
Commission # 2374605
My Comm. Expires Sep 11, 2025

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond, Labor and Materialmen's Bond

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: Berric Doringo, Betty L. Tolentino, Heather Ferbert

Capacity(ies) Claimed by Signer(s)

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

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria D. REYNOSO, Tina K. NIERENBERG, Susan HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Susan M. EXLINE, Forrest CHAMBERLAIN, of San Francisco, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of January, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 22nd day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of July, 2025.

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

POWER OF ATTORNEY

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

Certificate No: **8213019 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On July 29, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

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

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

M. MOODY
COMM. #2386403
NOTARY PUBLIC ©CALIFORNIA
San Francisco County
Commission Expires January 8, 2026

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR PROPOSAL SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the proposer and submitted (uploaded) electronically with the bid in PlanetBids.

A. **CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

B. **MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

C. **DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**

D. **DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

E. **DESIGN-BUILD PROPOSAL**

F. **DESIGN-BUILDER'S GENERAL INFORMATION**

G. **CERTIFICATION REGARDING LOBBYING (APPENDIX A, 40 C.F.R. Part 34)**

H. **DISCLOSURE OF LOBBYING ACTIVITIES**

I. **EXCEL PRICE PROPOSAL SHEET**

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
03/16/2016	Superior Court of CA, County of San Diego	Alleged Wrongful Termination	Y	Resolved	Resolved
01/11/2017	Superior Court of CA, County of San Francisco	Alleged Discrimination	Y	Resolved	Resolved
03/17/2017	Superior Court of CA, County of San Diego	Alleged Wrongful Termination	Y	Resolved	Resolved
05/05/2017	Superior Court of CA County of San Francisco	Alleged Discrimination	Y	Resolved	Resolved
08/06/2019	US Dist, Ct., Northern District of CA (San Jose Div)	Alleged Discrimination	Y	Resolved	Resolved
09/10/2019	San Diego County Superior Court	Alleged Wrongful Termination	Y	Resolved	Resolved

Contractor Name: Swinerton Builders

Certified By Elizabeth Hawkins Title Operations Manager

Name

Signature Date 07/09/2025

USE ADDITIONAL FORMS AS NECESSARY

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.

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☑ 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
02/04/2021	Los Angeles County Superior Court	Alleged Wrongful Termination	Y	Pending	Pending
12/19/2022	Orange County Superior Court	Alleged Wrongful Termination	Y	Pending	Pending
05/25/2023	San Diego County Superior Court, CA	Alleged Wrongful Termination	Y	Pending	Pending
12/19/2023	Los Angeles County Superior Court, CA	Alleged Wrongful Termination	Y	Pending	Pending
01/16/2024	San Diego County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending
03/06/2024	San Diego County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending

Contractor Name: Swinerton Builders

Certified By: Elizabeth Hawkins (Name) — Title: Operations Manager

Signature — Date: 07/09/2025

USE ADDITIONAL FORMS AS NECESSARY

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
05/25/2023	San Diego County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending
12/19/2023	Los Angeles County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending
01/16/2024	San Diego County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending
03/06/2024	San Diego County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending
10/07/2024	San Diego Hall of Justice, CA	Alleged Discrimination	Y	Pending	Pending
12/02/2024	Santa Clara County Superior Court, CA	Alleged Discrimination	Y	Pending	Pending

Contractor Name: Swinerton Builders

Certified By: Elizabeth Hawkins (Name) Title: Operations Manager

Signature Date: 07/09/2025

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Swinerton Builders		Swinerton Builders	
Street Address	**City**	**State**	**Zip**
16798 West Bernardo Drive, San Diego		CA	92127
Contact Person, Title		**Phone**	**Fax**
Elizabeth Hawkins, Operations Manager		619.987.3512	858.622.4044

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
Mike Berryhill	VP, Division Manager
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*See statement below	

Name	Title/Position
Elizabeth Hawkins	Operations Manager
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned.	

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.

Elizabeth Hawkins, Operations Manager		07/09/2025
Print Name, Title	Signature	Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Swinerton Builders		Swinerton Builders	
Street Address	**City**	**State**	**Zip**
16798 West Bernardo Drive, San Diego		CA	92127
Contact Person, Title		**Phone**	**Fax**
Elizabeth Hawkins, Operations Manager		619.987.3512	858.622.4044

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* 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
Scott Morgan	Project Executive
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*See statement below	

Name	Title/Position
Marie Clark	Design Manager
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned.	

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.

Elizabeth Hawkins, Operations Manager		07/09/2025
Print Name, Title	Signature	Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Swinerton Builders		Swinerton Builders	
Street Address	**City**	**State**	**Zip**
16798 West Bernardo Drive, San Diego		CA	92127
Contact Person, Title		**Phone**	**Fax**
Elizabeth Hawkins, Operations Manager		619.987.3512	858.622.4044

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- 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
Ricardo Lopez	Project Manager
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*See statement below	

Name	Title/Position
Scott Atwood	Senior Superintendent
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned.	

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.

Elizabeth Hawkins, Operations Manager		07/09/2025
Print Name, Title	Signature	Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Swinerton Builders		Swinerton Builders	
Street Address	**City**	**State**	**Zip**
16798 West Bernardo Drive, San Diego		CA	92127
Contact Person, Title		**Phone**	**Fax**
Elizabeth Hawkins, Operations Manager		619.987.3512	858.622.4044

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
Rogelio Garcia	Assistant Project Manager
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*See statement below	

Name	Title/Position
Alan Hurtado	Estimator
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	Same as Bidder/Proposer
Interest in the transaction	
*Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned.	

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.

Elizabeth Hawkins, Operations Manager		07/09/2025
Print Name, Title	Signature	Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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

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

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

NAME	TITLE
Mike Berryhill	VP, Division Manager, Swinerton Builders
Elizabeth Hawkins	Operations Manager, Swinerton Builders
Megan Skaalen	Principal-in-Charge, SmithGroup

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.

N/A

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: Swinerton Builders

Certified By: Elizabeth Hawkins (Name) — Title: Operations Manager

Signature — Date: 07/09/2025

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 Design Consultant ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Aark Engineering Inc, Aaron Steele	Principal Structural Engineer
Aark Engineering Inc, Mark Van Bibber	Principal Structural Engineer

☒ SUBCONTRACTOR Consultant ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Nasland Engineering. D.K. Nasland	President Emeritus
Nasland Engineering, Steve Nasland	President/CEO

☒ SUBCONTRACTOR Consultant ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Nova Services Inc, Dan Barnett	President/CEO

☒ SUBCONTRACTOR Consultant ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Access Compliance Consulting, Susan Moe	Owner

Contractor Name: Swinerton Builders

Certified By Elizabeth Hawkins Title Operations Manager

Name

Signature Date 07/09/2025

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 Design Consultant ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
McCullough Landscape Architecture, Catherin McCullough	President/CEO/CMO
McCullough Landscape Architecture, David McCullough	Principal Landscape Architect

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Saturn Electric Inc, Tim Dudek	President/Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
SD Concrete Solutions, Gaurav J Shah	CEO
SD Concrete Solutions, Louis Thomas Gabriel	Manager

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Merino Landscape, Christopher Merino	Corporate Officer
Merino Landscape, Enrique Merino	President/CEO
Merino Landscape, Maria Elena Merino	Corporate Officer

Contractor Name: Swinerton Builders

Certified By Elizabeth Hawkins Title Operations Manager

Name

Signature Date 07/09/2025

USE ADDITIONAL FORMS AS NECESSARY*

DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **City Heights Library Performance Annex Improvements** Design-Build Contract.

2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 07/09/2025

The Design-Builder: Swinerton Builders

By:

(Signature)

Title: Elizabeth Hawkins, Operations Manager

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted N/A

(2) Signature (Given and surname) of proprietor N/A

(3) Place of Business (Street & Number) N/A

(4) City and State N/A Zip Code N/A

(5) Telephone No. N/A Facsimile No. N/A

(6) Email Address N/A

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted N/A

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

N/A

(3) Signature (Note: Signature must be made by a general partner)

N/A

Full Name and Character of partner

N/A

(4) Place of Business (Street & Number) N/A

(5) City and State N/A Zip Code N/A

(6) Telephone No. N/A Facsimile No. N/A

(7) Email Address N/A

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Swinerton Builders

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

(Signature)

Elizabeth Hawkins

(Printed Name)

Operations Manager

(Title of Officer)

SWINERTON BUILDERS INCORPORATED MAY 22, 1908 CALIFORNIA

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 16798 West Bernardo Drive

(5) City and State San Diego, CA Zip Code 92127

(6) Telephone No. 619.987.3512 Facsimile No. 858.622.4044

(7) Email Address ehawkins@swinerton.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**Request for Proposal**", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B, C-2, C-4, C-5, C-6, C-8, C-9, C-10, C-12, C-21, C-29, C-33, C-35, C-39, C-50, C-61/D28

LICENSE NO. 92 EXPIRES 08/31/2026

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000000296

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 94-1499330

E-Mail Address: ehawkins@swinerton.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature _____ Title Operations Manager

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL) See attached California Notorial Certificate

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 8 (Date) day of July (Month), 2025 (Year), by

(1) Elizabeth Hawkins

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

APRIL PETERSON
Notary Public - California
San Diego County
Commission # 2374605
My Comm. Expires Sep 11, 2025

Signature _____

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Proposal Design-Builders General Information

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

CERTIFICATION REGARDING LOBBYING (APPENDIX A, 40 C.F.R. Part 34)

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

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

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

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

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

The Contractor, Swinerton Builders certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Design Professional understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Elizabeth Hawkins, Operations Manager

Name and Title of Contractor's Authorized Official

07/09/2025

Date

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618

ADDENDUM 1

PROPOSAL DOCUMENTS

e - Bidding

FOR

CITY HEIGHTS LIBRARY PERFORMANCE ANNEX IMPROVEMENTS

RFQ NO.:	**K-25-2371-DB2-3**
RFP NO.:	**K-25-2371-DB2-3-A**
SAP NO. (WBS/IO/CC):	**S-23013**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**9**
PROJECT TYPE:	**BD**

PROPOSALS DUE:

2:00 PM
JULY 9, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER's QUESTIONS

Q1. What is the required substantial completion date for this project?

A1. Due to the grant's deadline, the construction must be substantially completed by March 31, 2026.

Q2. We need to understand the date at which we would receive the permit based on our plan check submittal date. Please provide the duration that we should assume for the plan check review, approval and permit issuance. (e.g., 12 weeks, 16 weeks, 20 weeks, etc).

A2. Design Builder shall submit Plans to DSD and pay for the "express review" option. The City will also coordinate internally with DSD for an expedited review for the permit, however, an actual duration cannot be provided at this time. The City and Design Builder will work together to reduce the permit review duration as much as possible.

Q3. Please provide the date that we can expect to receive the limited notice to proceed.

A3. Limited notice to proceed date is to be determined.

Q4. Regarding the Subcontracting Participation Percentages, please confirm what number the 15% is based on. (e.g., is it based on the TOTAL W/O ALTERNATES that we put on the Price Proposal Sheet?, is it based on the TOTAL INCLUSIVE OF ALTERNATES?)

A4. 15% SLBE/ELBE mandatory subcontracting goal is based on the total in the price proposal without alternates. Please refer to the Proposal Attachment C - Equal Opportunity Contracting Program (EOCP) – Section A - General Requirements, Point F.3 Subcontracting, for more information.

Q5. Regarding the Subcontracting Participation Percentages, are we required to get 7.5% of SLBE and 7.5% of ELBE at a minimum to obtain the 15% or could we have, for example, 10% SLBE and 5% ELBE or all 15% be SLBE?

A5. The mandatory 15% SLBE/ELBE subcontracting goal can be achieved using any combination of SLBE and ELBE firms.

Q6. Please confirm the funding sources for this project and any restrictions on the use of this money or when it needs to be spent by.

A6. The project is receiving two grants:

- Federal: An Economic Development Initiative (EDI) Community Project Funding (CPF) Grant Through the Department of Housing and Urban Development (HUD)
- State: A California State Library Funded Contract Through the State of California

These grants must be spent and construction must be substantially completed by March 31, 2026.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *July 1, 2025*
San Diego, California

RA/MJN/na

JULY 9, 2025

CITY OF SAN DIEGO
CITY HEIGHTS LIBRARY PERFORMANCE ANNEX IMPROVEMENTS K-25-2371-DB2-3-A

Proposal for Design-Build Services

SWINERTON | SMITHGROUP

July 9, 2025

Ron McMinn Jr.
Contract Specialist
City of San Diego

SWINERTON
SMITHGROUP

RE: City of San Diego City Heights Library Performance Annex Improvements
K-25-2371-DB2-3-A Proposal for Design-Build Services

Dear Members of the Selection Committee,

The Swinerton | SmithGroup design-build team is excited to submit our proposal to design and construct the City Heights Library Performance Annex Improvement project. Together with the City of San Diego, Library Operations and Arts Management we will deliver a project on time and within budget to serve this community and enhance the function of the already invaluable black box theater. As your partner and trusted advisor, we will bring the best and brightest experts to the forefront to deliver on your goals.

Over the past twenty years, we've had the great fortune of working on similar projects. We embrace the mission of this undertaking to provide the very best solutions to provide public space where arts and entertainment can be extended to all children, families, and members of the community. Having developed similar types of projects on sprawling sites, we are acutely aware of the steps needed to make this a holistic project, and one that is flexible for continued growth and development of the associated programs in City Heights. We understand that the current facility is an important part of City Heights' heritage, culture and identity – with more to follow in the neighborhood and realize that project speed, quality, and cost are critical to this and future project's success. To do our part, we've done our homework and identified key elements related to the site, design/construction schedule, phasing, and agency coordination that will allow us to hit the ground running.

» **In Good Hands. Leadership from a Seasoned Design-Build Partnership.**

The Swinerton | SmithGroup team is a proven partnership with a long history of collaboration and success. Our firms have completed a combined total of over 860 design-build projects between the two firms. Swinerton Builders and SmithGroup team have partnered on over 70 projects including design-build delivery. The team brings a proven process for creating engaging and cost-effective facilities that further the mission of our clients.

» **Creating Facilities that Strengthen Both Communities and Individuals.**

The Swinerton | SmithGroup team appreciates the tremendous impact that the Performance Annex project can have to provide more opportunities for connection, growth, and creativity. We value the uniqueness of City Heights and intend to showcase and enhance the existing tapestry of culture and color with the design solutions. Our design and construction approach will focus on creating environments that support this diverse and vibrant community, while maximizing the value and quality of construction to be an enduring investment. In addition, we feel it is our obligation as a design-builder to draw upon local trade talent. Having years of experience working in this region has afforded us the opportunity to develop deep partnerships with the local trades, therefore setting the project up for success by leveraging the local workforce with a focus on reinvesting these dollars back into the local economy.

SWINERTON
SMITHGROUP

» Ready to Create Together. Approaching a Complex Project with Confidence and Collaboration.

Design and construction is a dynamic process which involves many rewarding challenges and opportunities. As we move forward together in the design-build process, we are committed to provide true partnership with the highest level of customer service to Jouliana as the Project Manager and all other stakeholders, to make this a truly rewarding process and one that will create an immense impact on the lives of the community members. At the Performance Annex site walk, it was inspiring to see the energy and care that the Arts Management, Library Operations, and City of San Diego teams have already put into bringing this project to fruition. Raul Gudino stated that teams are available and eager to collaborate, to do whatever it takes to make this project a success – the Swinerton | SmithGroup team is ready to match that commitment.

The Swinerton | SmithGroup team acknowledges receipt of the following Addenda:

- Addendum No. 1 (07/01/2025)

The Swinerton | SmithGroup team looks forward to collaborating with you on this exciting project, and please feel free to contact me directly if you have any questions at 619.987.3512 or at ehawkins@swinerton.com.

Sincerely,

Elizabeth Hawkins
OPERATIONS MANAGER

Swinerton Builders
16798 West Bernardo Drive
San Diego, CA 92127
619.987.3512
ehawkins@swinerton.com

Megan Skaalen
PRINCIPAL-IN-CHARGE

SmithGroup
550 West C Street, Suite 1600
San Diego, CA 92101
520.730.1520
megan.skaalen@smithgroup.com

CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS ("Corporation") on September 25, 2024, and that the same has not been revoked nor modified.

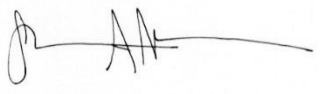
NOW, THEREFORE, BE IT RESOLVED, that relating to the performance of preconstruction, engineering, construction and construction management work by the Corporation, this Corporation, Swinerton Builders, hereby expressly authorizes and empowers each and all of the following named individuals, acting in such individual's capacity as an officer or employee of the Corporation, to make, execute and deliver, in the name and on behalf of said Corporation, bids, bonds, applications for bid bonds, owner contracts, subcontracts, permits, liens, claims, waivers and releases of liens and claims, settlement agreements, and other project related agreements:

1. Jose E. Acosta
2. Donald D. Adair
3. Katayoon N. Alavian
4. Glenn R. Ashton
5. Michael M. Berryhill
6. Christopher J. Brennand
7. Gary C. Bright
8. Kevin Brooks
9. Sloane L. Brown
10. David C. Callis
11. Daniel Camin
12. Christopher T. Chany
13. Jason R. Chupp
14. John D. Ciepiela
15. Ryan D. Clifford
16. Scott V. Conrad
17. David B. Cramp
18. Ciaran A. Creighton
19. Matthew Curtis
20. Keith A. Dancey
21. Nicholas P. Elmont
22. Besim Fejzagic
23. Ruth A. Fernandez
24. Frank Foellmer, Jr.
25. Branch D. Foote
26. John M. Foster
27. Jeffrey S. Gee
28. Jeffrey F. Good
29. Jeffrey S. Goodermote
30. D. Scott Grubb
31. Lori D. Guion
32. Ray A. Haj
33. Elizabeth Hawkins
34. Scott L. Henrikson
35. Paul A. Hinz
36. Chad D. Holajter
37. Brian S. Holley
38. Jeff Jenco
39. Robert Jennings
40. Timothy J. Kretzschmar
41. Jennifer Lauritzen
42. Joshua M. Leen
43. Brian J. McCarthy
44. Terry M. McKellips
45. Derek D. Mosiman
46. SheriAnn Murphy
47. William Omahen
48. Andrew D. Pearl
49. Bradley K. Peterson
50. Stuart P. Price
51. Jay A. Quackenbush
52. Brandon D. Rudloff
53. Pedro ("Pete") Ruiz
54. Alison T. Satt
55. Jeremiah Shakespeare
56. Drew A. Smith
57. Kevin M. Smith
58. Christopher S. Spencer
59. John S. Spight
60. Thomas Stearns
61. Benjamin K. Steele
62. Matthew ("Allen") A. Terrell
63. Lia Tatevosian
64. Aaron M. Townsend
65. Nicholas M. Vovakes
66. John A. Wakeman
67. Ryan J. Wasell
68. Tyler Whittaker
69. Jon A. Windholz
70. Aaron J. Yamasaki
71. Jay G. Yarbrough

And, Operations Managers, Project Executives, and Project Managers of the Corporation are authorized and empowered to execute subcontract change orders and subcontracts (including agreements with suppliers and other project related vendors) for the Corporation, and that the Chief Estimators and Directors of Preconstruction of the Companies are authorized and empowered to execute bids on behalf of the Corporation.

And, if the employment of a person listed above (with Swinerton Builders or Swinerton Incorporated, whichever the case may be) is terminated, such authority for the individual shall be revoked as of the date of termination.

Date: September 27, 2024



SheriAnn Murphy, Secretary

11.7. / TECHNICAL PROPOSAL REQUIREMENTS

SWINERTON

FOUNDED IN 1888, WE'VE BEEN BUILDING AMERICA FOR OVER 135 YEARS

Swinerton traces its roots back to 1888, when a young Swedish immigrant formed a brick masonry and contracting business to serve California's post–Gold Rush building boom. In the years since, the company has survived and thrived through two world wars, the Great Depression and Recession, natural disasters, and dynamic cultural movements.

Today, Swinerton has 23 offices from coast to coast. Backed by the stability of a $6 billion company and a national network of resources, our local teams are committed to the communities they serve. In small towns and big cities, we have shaped landscapes, defined skylines, and turn our clients' visions into reality.

2.2.1. Legal Name and Address
Swinerton Builders
16798 West Bernardo Drive
San Diego, CA 92127

2.2.2. Legal Form of Company
Corporation

2.2.3. Year Established
1888 (Incorporated in CA 1908)

2.2.4. Parent Company
Swinerton, Inc.

2.2.5. Address of Main Office
16798 West Bernardo Drive
San Diego, CA 92127

2.2.6. San Diego Satellite Office
Not applicable.

2.2.7. Contact Information for Firm
Elizabeth Hawkins
Operations Manager
619.987.3512
ehawkins@swinerton.com

2.2.8. Employees in San Diego County
543

2.2.9.1. City of San Diego Business License
B1994000773 | Exp. 09/30/2025

2.2.9.2. State Contractor's License
Lic. No. 92 | Exp. 08/31/2025
A, B, C-2, C-4, C-5, C-6, C-8, C-9, C-10, C-12, C-21, C-29, C-33, C-35, C-39, C-50, C-61/D28

2.2.9.4. Main Point of Contact
Elizabeth Hawkins
Operations Manager
619.987.3512
ehawkins@swinerton.com

11.7. / TECHNICAL PROPOSAL REQUIREMENTS

SMITHGROUP

BRINGING TOGETHER LOCAL RESPONSIVENESS WITH NATIONAL EXPERTISE

Founded in 1853, our "born on" date might suggest we're a traditional design and engineering firm, but we left old-fashioned mindsets at the curb decades ago. SmithGroup is an award-winning, multi-national organization that employs research, data, advanced technologies and design thinking to help clients solve their greatest challenges.

Working across a network of 20 offices internationally, our team of 1,500 experts is committed to excellence in strategy, design and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams. Our specialists—from architects and engineers and beyond—develop beautiful, sustainable, future-focused solutions for government, civic, and public agencies, higher education and cultural institutions, healthcare providers, science and technology organizations, urban environments, diverse workplaces, mixed-use and waterfront developments, and parks and open spaces.

2.2.1. Legal Name and Address
SmithGroup, Inc.
500 Griswold Street, Suite 1700
Detroit, MI 48226

2.2.2. Legal Form of Company
SmithGroup is a wholly owned subsidiary of SmithGroup Companies, Inc., a privately held, C-Corporation

2.2.3. Year Established
1853

2.2.4. Parent Company
SmithGroup, Inc

2.2.5. Address of Main Office
500 Griswold Street, Suite 1700
Detroit, MI 48226

2.2.6. San Diego Satellite Office
550 West C Street, Suite 1600
San Diego, CA 92101

2.2.7. Contact Information for Firm
Megan Skaalen, Principal-in-Charge
520.730.1520
megan.skaalen@smithgroup.com

2.2.8. Employees in San Diego County
31

2.2.9.1. City of San Diego Business License
Certificate Number: B2016024073
Expiration Date: 01/31/2026

2.2.9.3. Architect License
Chris Anderson, Registered Architect in California: (C31947)

2.2.9.4. Main Point of Contact
Megan Skaalen, Principal-in-Charge
520.730.1520
megan.skaalen@smithgroup.com

TABLE OF

CONTENTS

1.	PROPOSER EXCEPTIONS TO RFP *Not included in page count (NIPC)*	
2.	SUMMARY OF PROPOSAL	1
3.	PROJECT TEAM	
3.1.	Proposed Management Plan	3
3.2.	Design Manager and Project Manager	11
3.3.	Senior Superintendent	11
3.3.	Assistant Project Manager	11
3.5.	Organizational Chart	*NIPC*
3.6.	Project Partnering and Coordination	12
4.	TECHNICAL APPROACH AND DESIGN CONCEPT	13
5.	CONSTRUCTION PLAN	
5.1.1.	Construction Approach and Methods	35
5.1.2.	Plan for Operation of Facility During Construction	42
5.1.3.	Plan for Phasing of Construction Activities	42
5.1.4.	General Plan for Functional Testing and Start-Up	45
5.1.5.	Proposed Safety Program	45
5.1.6.	Proposed Construction Schedule	46
5.1.7.	Traffic Control Management Plan	46
5.1.8.	Construction Approach and Methods	46
5.1.9.	Proposed Construction Schedule	47
5.1.10.	Schedule	*NIPC*
5.1.11.	Plan(s) of Recovery	48
5.1.12.	Accelerated Schedule	48
5.1.13.	General Plan for Functional Testing and Start-Up	49
6.	EQUAL EMPLOYMENT & CONTRACTING OPPORTUNITY	*NIPC*
7.	REFERENCE CHECKS	50

1

Proposer Exceptions to RFP

1. / PROPOSER EXCEPTIONS TO RFP

Swinerton Builders takes no exception to any portion of the contract terms.

El Gabilan Library, Salinas, CA

2

Summary of Proposal

2 / SUMMARY OF PROPOSAL

TEAM CREDIBILITY IS BUILT ON INTEGRITY, INTENT, CAPABILITIES, AND RESULTS.

The Swinerton | SmithGroup team is a proven partnership with a long history of collaboration and success.

Each of these elements creates a foundation of high performance and predictable outcomes that ultimately exceed expectations making the process fun and one that the city finds valuable and painless. As the foundational core of our team's culture, trust, innovation, and collaboration have been the guiding principles that have made our team's working relationship so special and is truly what sets us apart from others.

Our team's advocacy and belief in the value of design-build project delivery is unmatched. Several of our team members are DBIA Certified Professionals and have dedicated much of their careers to design-build project delivery including engaging owners to participate in opportunities to share best practices in an effort to elevate the delivery method for more widespread adoption throughout the western region leading legislation efforts in part with the Design-Build Institute of America's Western Pacific Region with the recent passing of Senate Bill 706 (SB706) in an effort to provide a better overall project experience.

Prioritizing partnership extends beyond the design-build team, to all of the project stakeholders. The greatest success for the Performance Annex project and future projects will come from working closely with the City of San Diego, Library Operations, and Arts Management. The dedicated individuals who manage the theater and have worked to secure funding for this project are priceless assets to the design and construction process, and delivering a meaningful addition to the City Heights community facilities.

Through early design charettes, our team took a deliberate, collaborative approach to explore the use of efficient building elements related to planning and MEP systems. As part of this approach, you will see that a single, contiguous addition instead of two separate additions is proposed, which achieves consolidated MEP system equipment and distribution.

Recognizing that the schedule is mission critical due to the stipulations of project funding, early team collaboration has also empowered us to deliver a schematic design deliverable level response in this proposal - that can be translated to a schematic contract document drawing set directly upon project award – the first step of many to expedite the project schedule.

Our team is prepared to work extremely close with the city, management, and end user groups to ensure that we are meeting internal milestones, and will look for cooperation from the stakeholders to meet this compressed schedule.

In addition to managing the schedule, one of our team's core strengths is our ability to drive design to budget. It's a unique skill set and one that is critical to the success of your project.

Through our innovative thought leadership and with the collaboration of our trade partner's creativity and proven means and methods, we are constantly evaluating ways to be more efficient based on industry standards and our team's subject matter expertise related to essential building systems and performance.

For the project during preconstruction and construction, our team's focus will be to enhance project communications which will provide the following benefits:

- Mitigation of cost and schedule surprises.
- Design interaction meetings during preconstruction and construction.
- Essential meetings with Stakeholders as needed.
- Proactive weekly OAC meetings during construction.
- Project team leadership meetings that are regularly scheduled with the city.
- Quarterly scheduled meetings with city executives.
- Daily dialog with project team members establishing team report.

In developing the project planning, the site will have been thoroughly vetted by the project team, understanding what will be necessary to mobilize and establish at various sequencing milestones to minimize the impact to the neighboring Weingart Library, IDEA Lab, Jeremy Henwood Mermorial Park and NHA Head Start, including establishment of temporary facilities, equipment and material laydown areas prior to commencing the work.

The initial logistics plan is formulated at the early onset of preconstruction and will be updated continuously as the team gains knowledge and familiarity with the conditions and challenges of the site up to the actual start of construction.

The logistics plan is critical to the success of the project as it sets our proposed processes and procedures for managing and control of logistics while carrying out the work on the project site and is used as a bidding exhibit to prime contract and subcontractors transferring the early knowledge to others.

Initially the plan is formulated by our General Superintendent, the Project Executive and completed by our assigned Senior Superintendents.

Both our Project Executive and Project Manager review each draft for additional support and review. Our estimating team will incorporate all data from the logistics plan for pricing accurate general requirement cost needs. Our BIM Manager will review typically two progressive plans and construct a 3D plan as needed to help elaborate project site space adjacencies and conflicts and connections to share with the structural engineer of record.

In addition, we will be meeting with the city to understand your requirements, develop a traffic management plan and timing, address visitors and pedestrian safety, and ensure minimum disruptions to the bustling community hub.

This methodology is an example of how our team not only thinks, yet how we will work with the city's team to evaluate opportunities so together we arrive at solutions that not only exceed the city's vision and goals for the project, yet ones that become the gold standard for how team collaboration and ingenuity can deliver extraordinary outcomes. The Swinerton | SmithGroup team will rise to the challenge and seek out positive outcomes and solutions should challenges arise. Solidifying the chemistry of the entire project team and all the stakeholders can lead to something better. Our aim is to develop a climate of high integrity, innovation and an opportunity for the city, your associates and key stakeholders to have the ability to share in the satisfaction of accomplishing something great together.

Swinerton and SmithGroup are committed to establishing a long working relationship with the City of San Diego.

Our team is on a mission to deliver the best and most desirable outcome for the city and all of your stakeholders for the City Heights Library Performance Annex Improvements.

3

Project Team

3 / PROJECT TEAM

3.1. Proposed Management Plan

Project success is reliant on a good plan and the right team members to execute that plan. We have both. Over the past six years we have developed and refined our design-build Best Practices into a Best-In-Class project execution.

"Swinerton's Design Management was based in DBIA Best Practices. The process Swinerton led the team through was transparent and kept the Chaffey College team engaged with system selection and design decisions. Swinerton was the consummate partner to Chaffey College throughout the Design phase aligning project goals with outcomes."

Jim Rogers
Construction Manager
Chaffey College

These best practices will provide the framework for our design management plan. our team partners have the expertise and resources to exceed expectations. Those partners are bringing the best personnel with a design-build mindset focused on creativity and teaming.

Key Components of our Design Management Plan Includes the following:

1. Goal Alignment & Partnering
2. Meeting Cadence and Owner Engagement
3. Design and Approval Workflow
4. Project Decision Sequence
5. Design Schedule
6. Design Deliverable Tracker
7. Design Decision Log
8. Risk Register

1) GOAL ALIGNMENT & PARTNERING

Our approach to design management begins with understanding the City's goals and vision.

Early and frequent engagement between the City, our team, and other key stakeholders builds trust and buy-in. This way, design decisions are based on a common vision, well-defined information, and consensus. Step one in Building Consensus is defining what the ultimate outcome is that makes the project a success for everyone involved. As part of our program validation phase, we propose to establish, with the City, a series of partnering sessions to establish guiding principles, goals and strategies that define the success of the City Heights Library Performance Annex Improvements project.

2) MEETING CADENCE & OWNER ENGAGEMENT

We promote a fully integrated team that includes all stakeholders. Our design phase also incorporates a number of check-in meetings at critical milestones in the design process.

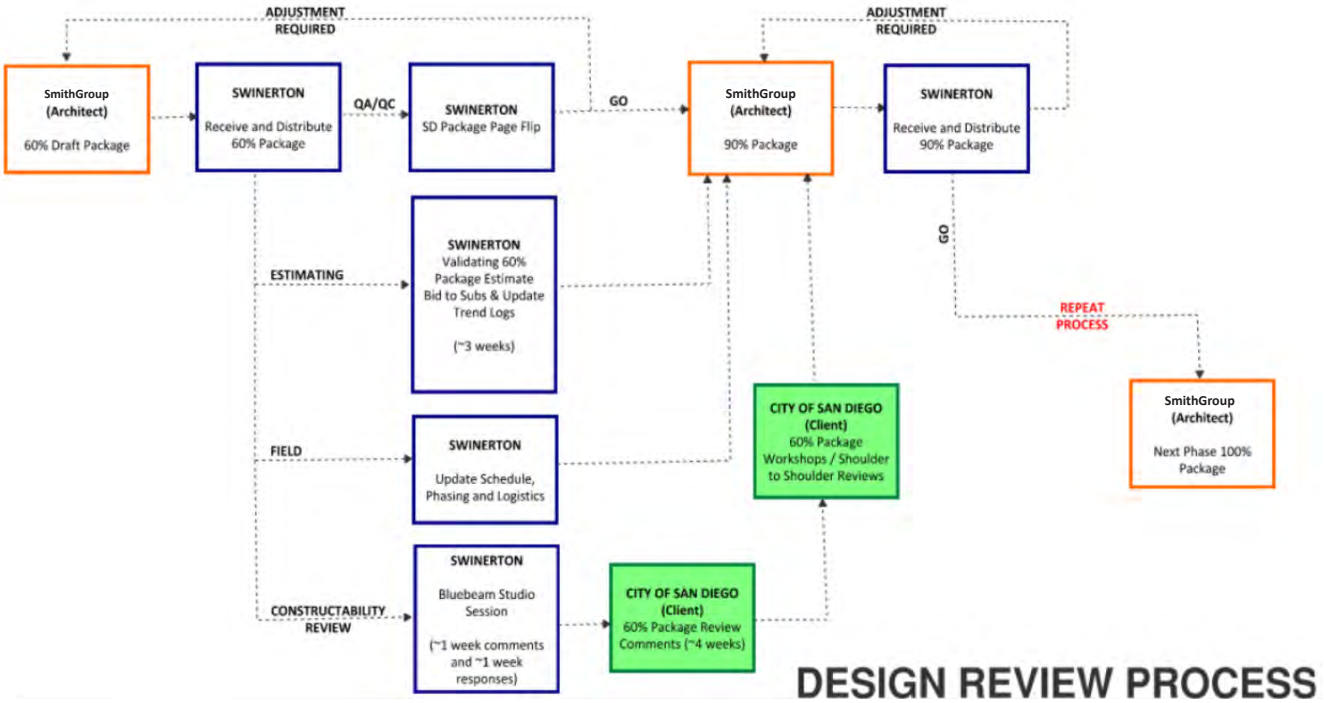
These meetings integrate with the City staff for transparency.

- Kick-Off Work Session (Project Goals, Vision, and Priorities)
- Bi-Monthly Design Work Sessions
- Shoulder to Shoulder Design Phase Reviews (Page Flip - 60%, 90% & 100%)
- Weekly Team Huddle
- Monthly OAC Formal Meeting
- Monthly Schedule & Risk Review
- Sustainability Meetings

3) DESIGN AND APPROVAL WORKFLOW

This defines a lean repeatable process for milestone document submittals. Key elements of the workflow include the following:

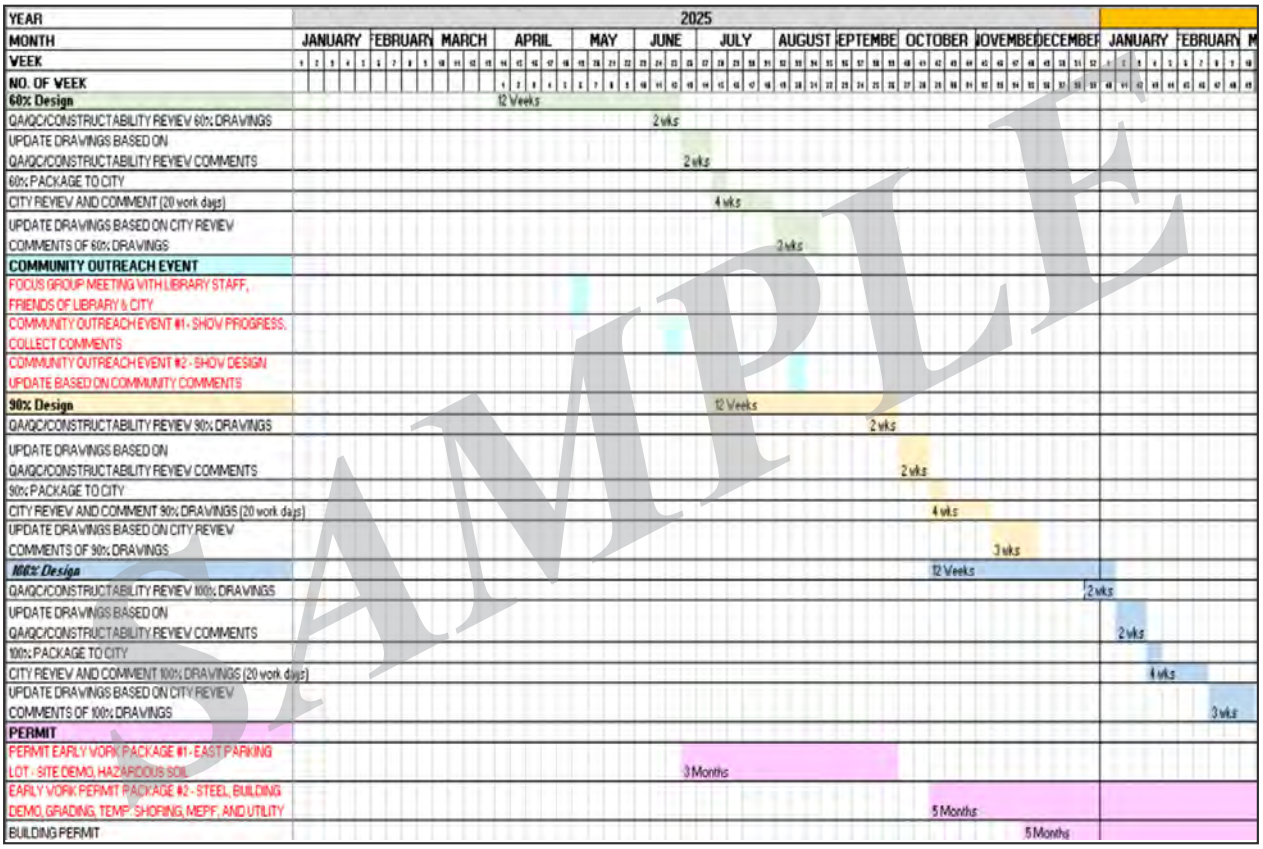
- Produce a draft document for Quality Control purposes. Swinerton will QC documents and add constructability, logistical and compliance feedback internally prior to submission.
- Plan for formal submittals with the required 20-day review period. Engage in "Shoulder to Shoulder" page flips to facilitate review and comments.
- Formal comment and response tracking to close items.



4) PROJECT DECISION SEQUENCE

Our team knows what decisions are needed and when. We utilize this document to help map our design sequence and to anticipate when certain design decisions are needed. This matrix provides an aid to help the team stay pro-active on upcoming design decisions. The decisions are color coded for status.

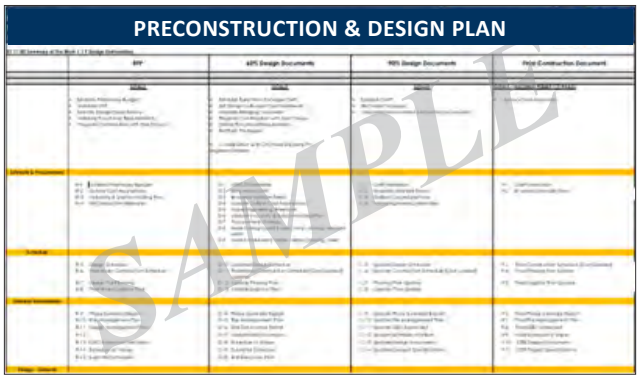
- Present for Decision
- Present Current Progress
- Start to Consider Now
- To Be Considered Later
- Already Signed Off



5) DESIGN SCHEDULE

Swinerton | SmithGroup have a proposed Design Schedule attached. Once successful our team will facilitate an in-person Pull Planning sessions at the start of the design-phase that include participants from Swinerton, SmithGroup, all design consultants, and the City. During these sessions the team will:

- Identify key inter-disciplinary requirements and timing prior to finalizing each design package, such as backgrounds, equipment schedules, etc.
- Identify key decisions required and by who.
- Identify key client "over the shoulder" meetings required with facilities and end users.
- Identify timing for client reviews, who is involved, and the exact process.



6) DESIGN DELIVERABLE TRACKER

The tracker is used to plan and track design submittals to the City. The assigned DB team Champion is responsible for managing submittal through approval. DBIA's best practices suggest the following: "The owner and design-builder should agree upon clear, realistic and expeditious submittal and review/approval processes that are in harmony with the parties' schedule and other project-specific goals."

SAMPLE

7) DECISION LOG

Used to document essential program questions and decisions. Providing a quick reference for collecting questions, tracking status and responsibility then documents decisions. The tool provides a consistent communication platform for stakeholders to understand outcomes and avoid revisiting previous questions. DBIA's Best Practices include the following suggestion:

"The design-builder should ensure that design advancement and changes to the contract documents are clearly, thoroughly, and contemporaneously documented, and that there is a clear understanding as to when the owner is integrated into the decision making process for and notified of such advancement and changes."

DETAILS	DATE	PRIORITY	DECISION DATE	DECISION FORUM	DECISION MADE *Provide decision proof (mtg minutes, RFI, email logs)*	DECISION MAKER - GUIDE	DECISION	DECISION STATUS	DECISION COMMUNICATED
									minutes
001-CSO-008 - Reduce number of canopies. Currently, the Project has 15 ea. in ITF West Lot and 9 ea. in ITF East Lot. FD #4 has reduced 5 ea. from ITFW and 5 ea. from ITFE. Cost reduction is for total 10 ea. canopies.			9/21/2023	CSO Review Meeting	9/21: Total 10 ea. canopies were reduced by FD #4.	Padi Nassar	LAWA	Approved	Yes. Via meeting minutes
Site furnishings - Reduce seatings.			9/21/2023	CSO Review Meeting	LAWA directed DB to include cost savings reflects reduction of the seating budget to a target of $250,000. 9/21: Original proposal was to omit all new seatings and to re-use existing seatings from LAXit site. After LAWA & SB conducted the jobwalk assessing the existing furnishing at LAXit, LAWA determined that re-using is not feasible. A target budget of $250K is set up for new seatings in today's meeting.	Padi Nassar	LAWA	Approved	Yes. Via meeting minutes
Use more functional guardrails (i.e. picket rail) in lieu of decorative guardrails at drop-off / pick-up islands.			9/21/2023	CSO Review Meeting	9/21: LAWA approved changing the railing to picket rails with marine grade finish.	Padi Nassar	LAWA	Approved	Yes. Via meeting minutes
Change landscape bed behind canopies to hardscape to eliminate maintenance costs and potential trip / fall hazards.			9/21/2023	CSO Review Meeting	9/21: LAWA approved the direction to remove the rain garden at canopies.	Padi Nassar	LAWA	Approved	Yes. Via meeting minutes
Omit 3'H CMU wall or fence along sidewalk of Aviation Blvd. and Concourse Way									
Omit reinstallation of seat walls at South Rotary lane widening area. Evaluate whether the remaining seat walls would compliance with TVA. Use more cost effective measures (such as boulders) if additional vehicle deterrents are needed.									
Omit bollards at ITFW SE crosswalks (from APM Station to 96th Street).								Approved	Yes. Via meeting minutes
Current budget includes retaining walls in between 84th Street and north Avis Lot due to grade difference. Potential savings if we are able to use sloping similar to west side of 84th St in lieu of retaining wall.								Approved	Yes. Via meeting minutes
Traffic Model Assignment			4/12/2023		ITF West Curbs: TNC, Taxis and Hotel Shuttles	Andy Carpenter	Field Directive 0001		
Canopy Coverage and Design			4/12/2023		[illegible] focus on more utilitarian/economical canopy design options for rain/sun protection to minimize cost and	Andy Carpenter	Field Directive 0001		
Restrooms			4/12/2023		There will be no extra provisions for restroom facilities at the ITF West or ITF East Curbs. The Design Builder should consider an option and provide a ROM and ideal location for a restroom facility at the ITF East Curbs Lot which can be constructed at a late date, post project completion. The ROM cost should differentiate between utility infrastructure and facility structure.	Andy Carpenter	Field Directive 0001		
EV Charging Stations			4/12/2023		Ther are no requirments for EV Charging Stations for the Auxiliary Curbs project	Andy Carpenter	Field Directive 0001		
Cost estimate for design and construction effort required to provide canopies at the ITF W - South Rotary Curbs.			6/13/2023		Provide a cost estimate for the design and construction effort required to provide canopies at the ITF W - South Rotary Curbs.	Andy Carpenter	Field Directive 0002		
					[illegible] tail area should consist of 1 pick up lanes and a drive through lane, totalling 3 lanes. Striping should ensure				

SAMPLE

			IMPACT: How severe could the outcomes be if the risk event occurred?				
			1 Insignificant	2 Minor	3 Significant	4 Major	5 Severe
Probability: What's the chance of the risk occuring	5	5 Almost Certain	5	10	15	20	25
	4	4 Likely	4	8	12	16	20
	3	3 Moderate	3	6	9	12	15
	2	2 Unlikely	2	4	6	8	10
	1	1 Rare	1	2	3	4	5

8) RISK REGISTER

Collection of potential risk items for the project. Register identifies potential impacts, mitigation strategies and potential contingency alternatives. Ideal document to communicate potential issues with client and key stakeholders and to develop integrated solutions.

SMITHGROUP

SmithGroup
550 West C Street, Suite 1600
San Diego, CA 92101

DIR Number 1000021774

Point of Contact
Megan Skaalen
Principal-in-Charge
520.730.1520
megan.skaalen@smithgroup.com

Locations/Employees
20 Offices / 1,500+ Employees

Services to be provided on City Heights Library Project
- Acoustics & Vibration
- Architecture
- Energy & Environmental Modeling
- Fire Protection & Life Safety Engineering
- Interiors
- MEP Engineering

Additional Services
- Campus Planning
- Campus Strategy & Analytics
- Civil Engineering
- Coastal Engineering
- Health Strategy
- Historic Preservation
- Information & Communications Technology
- Lab Planning
- Landscape Architecture
- Lighting Design
- Programming
- Structural Engineering
- Sustainable Design
- Urban Design
- Urban Planning
- Workplace Strategy

Founded in 1853, our "born on" date might suggest we're a traditional design and engineering firm, but we left old-fashioned mindsets at the curb decades ago. SmithGroup is an award-winning, multi-national organization that employs research, data, advanced technologies and design thinking to help clients solve their greatest challenges.

Working across a network of 20 offices internationally, our team of 1,500 experts is committed to excellence in strategy, design and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams. Our specialists—from architects and engineers and beyond—develop beautiful, sustainable, future-focused solutions for government, civic, and public agencies, higher education and cultural institutions, healthcare providers, science and technology organizations, urban environments, diverse workplaces, mixed-use and waterfront developments, and parks and open spaces.

#6
Workplace/Interior Fit-out Architecture/AE Firms, BD+C, 2024

6+M
SF of Public and Civic Work in the Last 10 Years

#8
A/E Firms, BD+C, 2024

$75B
LEED-Certified Construction Value

aark engineering inc.
1870 Cordell Ct, Ste 202
El Cajon, CA 92020

DIR Number 1000013693

Point of Contact
Mark Van Bibber
619.383.6550
vanbibber@aarkengineering.com

Yrs in Business 18

Employees in San Diego 10

Services
» Structural Engineer

aark engineering inc. is a San Diego County based engineering firm providing consulting structural engineering services. We take pride in providing technically accurate, innovative design solutions and responsive, on-time service. Principal Engineers, Aaron Steele, SE and Mark Van Bibber, SE founded aark in 2007 with the goal of bringing together best-in-class customer service with comprehensive structural engineering services. Our principals' personal involvement with our clients during all project phases ensures consistent quality service throughout design and construction. Feedback from customers has confirmed that we are achieving our customer service and engineering goals. Our satisfied clients under as-needed services agreements include: the City of San Diego, San Diego Gas & Electric Co., UC San Diego Health, and the Helix Water District to name a few. aark has provided new designs, evaluations, rehabilitations, and improvements for City projects including recreation centers, park facilities, transitional living centers, first-responder facilities, and other critical facilities.

aark engineering inc. is a certified ELBE under the City's SLBE program.

Nasland Engineering
4740 Ruffner Street
San Diego, CA 92111

DIR Number 1000009671

Point of Contact
Larry Thornburgh
858.292.7770
larryt@nasland.com

Yrs in Business 66

Employees in San Diego 42

Services
» Land Surveying
» Topographic Verification
» Utility Verification

Nasland Engineering was founded in 1959 in San Diego by Don Nasland. It began as a small land-surveying business and then grew to include other related services. Today, Nasland Engineering is a full-service consulting firm providing all civil engineering services for such facilities as civic buildings, libraries, performing arts centers, parks, visitor centers, multi-purpose buildings, and ADA accessibility. Additionally, Nasland has extensive experience in site work development including grading, roadways, earthwork, utilities, traffic, water systems, water treatment, storm drainage, and sewage treatment for public recreation facilities.

Nasland Engineering is a Small Business firm certified with California Department of General Services (DGS).

NOVA Services, Inc.

4373 Viewridge Avenue, Suite B, San Diego, CA 92123

DIR Number 1000007909

Point of Contact
Wail Mokhtar
858.860.4784
wmokhtar@usa-nova.com

Yrs in Business 17

Employees in San Diego 85

Services
» Geotechnical Engineer

Barnett Quality Control Services, Inc. dba NOVA Services, Inc. (NOVA) has been providing geotechnical engineering, special inspection, and materials testing services since 2008 throughout southern California. NOVA has a staff of over 95 in state of California registered engineers and geologists, certified inspectors and technicians, project managers, and support personnel committed to providing our clients with exceptional service. Our laboratory maintains the highest degree of certification and accreditation for equipment, methodology, quality control, and technical training. We undergo regular assessments and participate in Proficiency Sample Programs with the Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source (formerly AMRL). Our San Diego laboratory is approved by the City of San Diego. We have been validated by the US Army Corps of Engineers and inspected and accepted by Caltrans, DSA and Department of Health Care Access and Information (HCAI).

NOVA is a State of California Disabled Veteran Business Enterprise (DVBE) and Small Business Enterprise (SBE), as well as a Service-Disabled Veteran-Owned Small Business (SDVOSB) certified by the Department of Veterans Affairs.

Access Compliance Consulting

2700 D Street
Sacramento, CA 95816

DIR Number 1001142952

Point of Contact
Susan Moe
916.833.6479
susan@smoearchitect.com

Yrs in Business 4

Services
» Certified Access Specialist (CASp)

Susan established **Access Compliance Consulting** in August of 2021 to use her thirty-plus years of experience to provide training, consulting, and publications on accessibility in the built environment. She is the sole proprietor of a woman-owned business.

As a sole proprietor, Susan has: Obtained AIA CES Provider and ICC Preferred Provider status. Conducted plan review consulting services for multi-family housing projects to ensure compliance with Federal and state regulations and codes. Developed and delivered online webinars for the following topics. In-depth scoping for Accessible Housing. Accessible Housing Site Elements and Facilities. Common Areas within Accessible Housing Facilities. Highlighting Accessibility Amendments in the 2022 California Building Code. Accessible Residential Unit Kitchens. Accessible Residential Dwelling Unit Toilet and Bathing Rooms.

Access Compliance Consulting is a Small Business (Micro) firm certified with California Department of General Services (DGS).

McCullough Landscape Architecture

3605-B Fifth Avenue
San Diego, CA 92103

DIR Number
PW-LR-1000641545

Point of Contact
David McCullough
619.296.3150 x.102
david@mcculloughla.com

Yrs in Business 26

Employees in San Diego 14

Services
» Landscape Architecture

McCullough Landscape Architecture is a group of curious dreamers influencing space by a mindful practice that merges context and creative passion with grit, soul and style. We believe each landscape unveils a unique narrative that embodies creativity, diversity, discovery and conservation. We serve our users with designs rooted in empathy, community & the human spirit engaged in nature. For 26 years, the firm has maintained close partnerships with clients, thereby providing innovative solutions to their needs. In addition, under the leadership of David McCullough, ASLA, time schedules are scrutinized, and work plans developed according to client requirements to ensure delivery of projects on time. In the course of developing the concept for original landscape designs and to visually communicate ideas to project stakeholders, McCullough Landscape Architecture uses, but is not limited to manual and computer designed devices, bubble diagrams, sketches, perspectives, renderings, computer rendered animations, and graphics.

A woman-owned corporation and Small Business Enterprise (SBE) by the DGS. The firm also is a SLBE by the City of San Diego.

City of South San Francisco Library, Parks, and Recreation Center

2024 Award of Excellence in Facility Design
California Parks and Recreation Society

*This project was one of the most challenging projects I have managed in my 35-year plus career, and I am glad I had **Swinerton and SmithGroup** on the team. They were **professional, talented, and knowledgeable** on all aspects of this challenging project.*

Farshid Samsami, Owner's Representative, Kitchell CEM

Megan Skaalen CID, IIDA

PRINCIPAL-IN-CHARGE, SMITHGROUP

As the Workplace Studio lead for our San Diego office, Megan brings nearly two decades of local experience. She supports her team through all phases of design. She works on all phases of design, and thrives when working directly with the client. Megan's enthusiasm for design extends beyond the studio. She mixes her analytical business mind and creativity to tap into the most current trends and technology creating spaces that are aesthetically beautiful, responsive and functional for her clients' needs.

YRS AT SMITHGROUP

6

YRS OF EXPERIENCE

17

AVAILABILITY

As Needed

EDUCATION

Bachelor of Fine Arts in Interior Design, Design Institute of San Diego

Bachelor of Fine Arts in Studio Art, University of Arizona

CERTIFICATIONS

» Certified Interior Designer (6899)

REFERENCES

Bob Maggiore
TaylorMade Golf
760.476.5849
bob.maggiore@
taylormadegolf.com

Nik Bandak
Bandak Project Management
619.925.6400
nik@bandakpm.com

Sean Blonquist
JLL
510.846.4993
sean.blonquist@jll.com

PROJECT EXPERIENCE

SDSU Aztec Recreation Center Renovation and Expansion, San Diego, CA
A collaborative **design-build** project to expand the 78,000-square-foot Aztec Recreation Center (ARC) as demand for recreation, fitness and wellness activities continue to grow on campus. The **modernized** ARC is envisioned as a campus living space and showcases sustainability and technology to support student success. The project is targeting **LEED Double Platinum** certification.

Doctor Multimedia, San Diego, CA
7,500-square feet. Digital marketing firm that relocated to Westfield UTC Mall. Project Manager for all phases of design through construction.

Los Angeles County Hall of Records, Los Angeles, CA
Space planning standards and pilot program for change management.

Los Angeles County, Rancho Los Amigos South Campus, Downey, CA
550,000 GSF new facility, training room, office spaces, auditorium and dining. **LEED Gold** (target).

RPG Pacifica Group, Encinitas Wellness, Encinitas, CA
Built for racquetball courts in the 70's, this beloved community building was desperately in need of new energy and a face lift. The racquetball courts and **building addition** have been reconfigured to provide individual fitness suites and state of the art locker rooms. The reimagined Wellness Center is positioned to act as a beacon for the community.

Clif Smith AIA, LEED AP

PROJECT MANAGER/ARCHITECT, SMITHGROUP

Clif graduated from the New School of Architecture and has been continuously employed as an architect ever since. Having the opportunity to work at multiple firms has allowed Clif to work on a variety of work sectors, everything from hospitality to commercial work, science & technology, retail and commerce. Clif has been involved in every aspect of the design/construction phase, from the job pursuit all the way to certification of occupancy. Clif has also had the pleasure of doing everything from a 1,500 sf tenant improvement, a designated historical high rise skyscraper change of occupancy conversion, a tribal casino 3-year and 25-year master plan, to a $85 million ground up education building.

YRS AT SMITHGROUP
<1

YRS OF EXPERIENCE
31

AVAILABILITY
75% from kick-off through completion

EDUCATION
Bachelor of Science in Architecture, NewSchool of Architecture

CERTIFICATIONS
- Registered Architect in California: (C31619)
- LEED AP
- USGBC

REFERENCES
Erin Rodgers
SDSU
858.334.3366
errogers@sdsu.edu

Eddie Estave
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PROJECT EXPERIENCE

RPG, Moonlight Mixed Use, Encinitas, CA
The Moonlight Mixed Use project in Encinitas, 30 miles north of San Diego, integrates outdoor landscaped spaces with residential, restaurant, and work areas. The steel-framed structure features natural-looking finishes like wood, brick, and glass, plus a mural by a local artist. This 84,927 sf, 2-story development includes 2 levels of below-grade parking. It fronts North Coast Highway 101 and Melrose Ave., and includes 34,411 sf of commercial office space, 34,638 sf of residential apartments, 3,585 sf of restaurant space with an 818 sf exterior patio, and exterior private patios and common courtyards.

625 Broadway, San Diego, CA*
Historically designated San Diego skyscraper built in 1926.

Broadway Lofts, San Diego, CA*
Historically designated San Diego skyscraper built in 1928.

Salvation Army Door of Hope Transitional Living Center, San Diego, CA*
Design of 24 residential low-income housing units.

Siena Community Center, Las Vegas, NV*
Community center for golf course housing development.

La Valencia Hotel, San Diego, CA*
18 residential casitas and outdoor pool area.

Willowbrook Golf Clubhouse, Lakeside, CA*
Golf clubhouse.

Clif Smith AIA, LEED AP

PROJECT MANAGER/ARCHITECT, SMITHGROUP

PROJECT EXPERIENCE *CONTINUED*

Sharp Memorial Hospital Clean Room, San Diego, CA*
Clean room at occupied hosptial.

Central 5 Hospital Clean Room for TPN Medication Preparation, San Diego, CA*
Clean room at occupied hosptial.

Novartis Bio Med Facility, San Diego, CA*
Bio medical pharmaceutical facility.

Seacrest Village, Encinitas, CA*
New dining room for existing 94-unit assisted living senior housing facility.

Rams Hill Golf Course, Borrego Springs, CA*
Golf cottages and clubhouse.

Sierra Gateway, Fresno, CA*
80 units of low income senior housing for HUD.

Thunderbird Country Club, Rancho Mirage, CA*
Golf clubhouse and fitness center.

Roseview Terrace, Clovis, CA*
60 units of low income senior housing for HUD.

San Diego Blood Bank, Various, CA*
Carmel Valley & El Cajon & Escondido, California.

Russell Mixed Use Project, San Diego, CA*
Tenant improvement of existing retail space adding housing above.

*Experience prior to joining SmithGroup

Chris Anderson AIA, LEED AP

DESIGN PRINCIPAL, SMITHGROUP

With more than 27 years of experience at large architectural firms, Chris has worked on a wide variety of projects with some of the industry's most talented people. As a skilled leader and team-oriented adviser, Chris strives to pursue design excellence through his collaborative spirit, creativity, and dedication. Having worked on multiple high-profile workplace and higher education projects, Chris provides strong leadership and communication throughout each phase of development.

YRS AT SMITHGROUP

2

YRS OF EXPERIENCE

27

AVAILABILITY

50% dedicated through design phases 50% through documentation as needed through construction

EDUCATION

Bachelor of Architecture, University of Southern California

CERTIFICATIONS

- Registered Architect in California: (C31947)
- LEED® AP

REFERENCES

Jake Rohe
PMB LLC
858.794.1900
jrohe@pmbllc.com

Alicia Wachtel
FPDC at Cedars-Sinai
323.866.7801
alicia.wachtelosin@cshs.org

PROJECT EXPERIENCE

Community Resource Center Remodel, Encinitas, CA

The City of Encinitas Community Resource Center is currently operating community assistance programs out of three adjacent parcels. SmithGroup was tasked by the City of Encinitas with studying these existing facilities along with an adjacent parcel, approximately 10,000 combined square feet of mixed-use space, to **master plan future upgrades, additions and renovations**. The goal for the study was to **modernize** facilities for health, safety, and improved efficiency of program operations.

RPG, Moonlight Mixed Use, Encinitas, CA

The Moonlight Mixed Use project in Encinitas, 30 miles north of San Diego, integrates outdoor landscaped spaces with residential, restaurant, and work areas. The steel-framed structure features natural-looking finishes like wood, brick, and glass, plus a mural by a local artist. This 84,927-square-foot, 2-story development includes 2 levels of below-grade parking. It fronts North Coast Highway 101 and Melrose Ave., and includes 34,411-square feet of commercial office space, 34,638-square feet of residential apartments, 3,585-square feet of restaurant space with an 818-square-foot exterior patio, and exterior private patios and common courtyards.

TaylorMade Headquarters, Carlsbad, CA

The **renovation** of a 2-story, 231,685-square-foot R&D facility for 732 occupants includes office spaces for 13 departments, R&D engineering labs for 9 functions, a dining area and commercial kitchen, a fitness center with locker rooms, games/leisure areas, a lobby with product displays/tour spaces, a high-bay warehouse, and exterior fitness and dining patios. The design, inspired by the sport of golf, fosters competition, passion, and engagement, emphasizing connections to nature and well-being to sustain a thriving corporate culture.

Lesley Christensen CID, NCIDQ

SENIOR INTERIOR DESIGNER, SMITHGROUP

Lesley is the self-proclaimed nerd of her team-embracing the intricate, behind the scenes aspects of design. With well-rounded experience in all project phases, she drives ideas to become reality by identifying the details needed to fill in the big picture. With a relentless focus on thorough design and documentation, she is an asset to every project. She has spent her career specializing in workplace with a passion to provide all varieties of the workforce with a space that enables them to do their best work. As the Interior Design Discipline Lead of Southern California for SmithGroup, Lesley enjoys sharing knowledge and bringing team members together to grow and improve all projects.

YRS AT SMITHGROUP

6

YRS OF EXPERIENCE

13

AVAILABILITY

75% dedicated through design phases 75% through documentation and construction

EDUCATION

Bachelor of Fine Arts in Interior Design, Design Institute of San Diego

CERTIFICATIONS

- Certified Interior Designer (CID) in CA: (6902)
- National Council for Interior Design Qualification (NCIDQ)

REFERENCES

Seth Nenaber
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taylormadegolf.com

Jim Bartolomea
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Annie Cook
Embarc Advisors
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PROJECT EXPERIENCE

SDSU Aztec Recreation Center Renovation and Expansion, San Diego, CA
A collaborative **design-build** project to expand the 78,000-square-foot Aztec Recreation Center (ARC) as demand for recreation, fitness and wellness activities continue to grow on campus. The **modernized** ARC is envisioned as a campus living space and showcases sustainability and technology to support student success. The project is targeting **LEED Double Platinum** certification.

Doctor Multimedia, San Diego, CA
7,500-square feet. Digital marketing firm that relocated to Westfield UTC Mall. Project Manager for all phases of design through construction.

San Diego State University, Life Sciences Project, San Diego, CA
New 67,000-square-foot laboratory and research building will include lower division teaching labs, upper division teaching labs, faculty offices, research spaces, and mechanical, electrical and telecom support spaces.

RPG Pacifica Group, Encinitas Wellness, Encinitas, CA
Built for racquetball courts in the 70's, this beloved community building was desperately in need of new energy and a face lift. The racquetball courts and **building addition** have been reconfigured to provide individual fitness suites and state of the art locker rooms. The reimagined Wellness Center is positioned to act as a beacon for the community.

Donald Posson PE, CCP, CPD, LEED AP, GGP

MEP LEAD, SMITHGROUP

Don has more than 30 years of experience in the field of mechanical engineering and has led the development of a wide variety of large and small-scale projects. Don is an inspirational leader in the design of high-performance environments for mixed-use, workplace, higher education, science and technology, and cultural facilities and serves as the co-director of sustainable design at SmithGroup. His primary responsibilities include project design leadership, beginning with the programming phase and system conceptualization; energy analysis; estimating; supervision of design and production documents; construction supervision; and commissioning.

YRS AT SMITHGROUP
19

YRS OF EXPERIENCE
30

AVAILABILITY
50% from kick-off through completion

EDUCATION
Bachelor of Science in Architectural Engineering, Kansas State University

AFFILIATIONS
- Mechanical Engineer in California: (M41075)
- LEED AP
- Certification in Plumbing Design
- Certif. Commissioning & Green Globes Professional

REFERENCES
Mark Nemeth, Sr PM,
Scripps Health
858.230.2820
nemeth.mark@scrippshealth.org

James Fernane, Sr PM,
USC
213.545.4124
fernane@usc.edu

PROJECT EXPERIENCE

George Mason University, Recital Hall, Fairfax, VA
A $3.5 million, 20,000 sf black box theater addition and flexible dance theater to the performing arts center.

Levine School of Music, Recital Hall/Library Renovation, Washington, D.C.
A 50,000 sf, $7.5 million recital hall and **library renovation**.

Shepherd University, Center for Contemporary Arts, Shepherdstown, WV
A $40 million, three-story building, 110,000 gsf performing arts center containing theaters, visual arts galleries, technical and performer support areas, a production shop, a student and faculty lounge, administration areas, classrooms, seminar and lecture rooms, two computer labs, various studios, a **library**, & archival area. The production shops and visual arts studios are equipped for painting, lighting, costume, props, and sound complete with fitting rooms, and laundry and dye areas.

SDSU Aztec Recreation Center Renovation and Expansion, San Diego, CA
A collaborative **design-build** project to expand the 78,000 sf Aztec Recreation Center (ARC) as demand for recreation, fitness and wellness activities continue to grow on campus. The **modernized** ARC is envisioned as a campus living space and showcases sustainability and technology to support student success. The project is targeting **LEED Double Platinum** certification.

Donald Posson PE, CCP, CPD, LEED AP, GGP

MEP LEAD, SMITHGROUP

PROJECT EXPERIENCE *CONTINUED*

SDSU Aztec Recreation Center Renovation and Expansion, San Diego, CA
A collaborative **design-build** project to expand the 78,000 sf Aztec Recreation Center (ARC) as demand for recreation, fitness and wellness activities continue to grow on campus. The **modernized** ARC is envisioned as a campus living space and showcases sustainability and technology to support student success. The project is targeting **LEED Double Platinum** certification.

Torrey Pines Base, Core, Shell and Site Redevelopment, San Diego, CA
An exterior glass envelope and high end landscape design transform a site of three isolated research buildings surrounded by stark concrete features into a unified campus that is inviting and as inspirational as the surrounding San Diego bluffs.

Northern Virginia Community College, Tyler Replacement Building, Alexandria, VA
The Tyler Replacement Academic Building is an 80,000 sf facility which contains a variety of user functions. Primarily an art and music building, it includes a music rehearsal room, teaching studios, a black box theater, sculpture studio, ceramics studio, wood shop and a photography studio. In addition, there is a bookstore/café, exercise and pre-school facility. The building is three stories and was designed for **LEED-NC Silver** certification.

Old Dominion University, Diehn II & Monarch Theater, Norfolk, VA
A 16,000 sf addition to an existing single-story music school, the Diehn II building includes dance and choral rehearsal areas, ensemble and percussion rooms, six offices and computer labs. The Monarch Theater, a 26,000 sf black box theater with 200-seats, includes a sound stage, dressing and wardrobe rooms, as well as workshops for painting, woodworking and other art crafts.

The Studio Theater, Renovations, Washington, D.C.
30,000 sf **renovation** of an historic car warehouse facility into a 100-seat theater and flexible theater training facility.

Armen Topakian PE, CEM, QCXP, LEED AP BD+C

MECHANICAL ENGINEER, SMITHGROUP

Armen has collaborated on numerous projects and has successfully delivered sustainability through an integrated design approach, using state-of-the-art analytical tools. His focus is on designing systems that are energy efficient and easily maintained, in order to reduce operating costs and extend system life. He has been involved with the engineering design of projects ranging from civic and government buildings to academic, science and technology, cultural, and healthcare facilities throughout the country and worldwide. He has been responsible for design and installation, including field coordination, site inspection and administration, and coordinating designs with contractors throughout the construction phase.

YRS AT SMITHGROUP

4

YRS OF EXPERIENCE

33

AVAILABILITY

50% from kick-off through completion

EDUCATION

Bachelor in Mechanical Engineering, American University of Beirut

AFFILIATIONS

- Mechanical Engineer in California: (M32741)
- CEM
- QCxP
- LEED AP BD+C

REFERENCES

Ara Aroyan
UCLA Capital Programs
310.206.0348
AAroyan@capnet.ucla.edu

Jay Hayashi
USC
213.821.7991
jay.hayashi@usc.edu

PROJECT EXPERIENCE

Seattle Public Library, Seattle, WA*
Mechanical Engineer for the new $168 million, 320,000 sf downtown Seattle Central Library and 200-car parking structure with an innovative structure and façade. The building incorporates a conference area to host public discussions, presentations, and meetings, facilities for children and adult readers, and technology to speed **library** service delivery capabilities. The project received a **LEED Silver** rating from UCGBC and won the Seattle Design Commission Award and an AIA Seattle Chapter Honor Award.

Santa Monica College Library, Santa Monica, CA*
This $22 million, 50,000 sf **library renovation** and 40,000 sf addition. Mechanical Engineer provided integrated design of the MEP utilities along with close coordination with the architect to conceal the MEP utilities within designated areas to emphasize the architectural features and the exposed concrete. In underfloor HVAC system was combined with a raised floor system for service distribution in the computer intensive area.

Los Angeles Unified School District, Belmont Elementary School No. 6, Library, Los Angeles, CA*
Mechanical Engineer for this 75,000 sf elementary school in the LAUSD, consisting of two single-story, type-5 buildings for administration, gymnasium, **library**, kitchen and dining area; as well as a two-story type-5 building for classrooms above an underground concrete parking structure.

Armen Topakian PE, CEM, QCXP, LEED AP BD+C

MECHANICAL ENGINEER, SMITHGROUP

PROJECT EXPERIENCE *CONTINUED*

Orange County Performing Arts Center, Costa Mesa, CA*
Mechanical Engineer for this new 2,000-seat Concert Hall and 500-seat flexible Music Hall, featuring an impressive six-story glazed atrium lobby. The Concert Hall is environmentally controlled using a low velocity underseat displacement ventilation strategy that achieves the strict acoustic criteria and is highly **energy efficient**.

Los Angeles Community College District, Valley College Campus Wide, Los Angeles, CA*
Mechanical and Commissioning Engineer peer reviewed design and commissioned campus wide upgrades, including Central Plant, Theater Building, Arts and **Library** buildings. Systems included: central building automation system (BAS), HVAC systems, fire life safety systems, lighting control systems, daylight integration, dimming systems, refrigeration systems, emergency generator, automatic transfer switching and UPS, laboratory, pressurization, electrical system, plumbing systems, and photovoltaic systems.

Los Angeles Community College District, Los Angeles Trade Tech College Campus Wide, Los Angeles, CA*
Mechanical and Commissioning Engineer peer reviewed design and commissioned campus wide upgrades, including South Campus Building, **Library** Building, Arts Building, Child Development Center, Construction Technology Center, Wellness Center and Building D buildings. Systems included: central building automation system (BAS), HVAC systems, fire life safety systems, lighting control systems, daylight integration, dimming systems, refrigeration systems, emergency generator, automatic transfer switching and UPS, laboratory, pressurization, electrical system, plumbing systems, and photovoltaic systems.

Palomar Community College, Campus Wide, San Marcos, CA*
Mechanical and Commissioning Engineer peer reviewed design and commissioned campus wide upgrades, including Palomar College's Multi-Disciplinary Instructional Building (MIB), S-Building, Humanities Building, Industrial Technology Building, Multimedia Lab and Planetarium, Theatre Expansion, Child Development Centre buildings. Worked on system upgrades and commissioned systems, including central building automation system (BAS), HVAC systems, electrical systems and audio visual and security systems including specialty systems related to teaching labs and specialty automotive workshops in addition to the classrooms, offices and conventional supporting spaces, fire life safety system and IT installations.

Colburn School of Music, Los Angeles, CA*
Mechanical Engineer for the new Colburn School of Music, a 1100 seat concert hall, 600 seat theatre and dance classrooms in downtown Los Angeles.

*Experience prior to joining SmithGroup

Tony Panossian PE, LEED AP BD+C

ELECTRICAL ENGINEER, SMITHGROUP

With more than 25 years of experience as an electrical engineer, Tony has an extensive history of working with electrical systems for a wide variety of projects, including medium voltage power systems, multi-megawatt engine generators and uninterruptible power supply systems for data centers, high-rise commercial buildings, multi-purpose theater and studio facilities, aviation, research laboratories, healthcare, and higher education facilities. Tony's experience managing multidisciplinary teams on large scale projects allows him to have a strong basis in understanding installation requirements, budgeting, construction cost impacts and scheduling for each client. Tony is passionate about finding integrated design solutions through collaborative design processes.

YRS AT SMITHGROUP

3

YRS OF EXPERIENCE

28

AVAILABILITY

50% from kick-off through completion

EDUCATION

Bachelor of Science in Electrical Engineering, California State Polytechnic University, Pomona

AFFILIATIONS

- Electrical Engineer in California: (E15178)
- LEED AP BD+C

REFERENCES

Jeffrey Moe
Hathaway Dinwiddie Construction Co.
213.905.9028
moej@hdcco.com

Andrea Escalante
USC
213.821.6787
andrea.escalante@usc.edu

PROJECT EXPERIENCE

UC San Diego Health, Rancho Bernardo Healthcare Center, San Diego, CA
Design-build, new construction of a 5-story outpatient medical office building approximately 150,000 gsf. The program consists of blood draw and laboratory, diagnostic imaging, express care and occupational medicine clinic, ambulatory surgery center, central sterile processing department, retail pharmacy, physical therapy rehab, primary care clinic, specialty care clinics and administrative office. OSHPD-3 program consists of radiation oncology, infusion treatment, and compounding pharmacy. Responsibilities include facilitating user group meetings,coordinating and developing schematic design documentation and developmental design documentation.

Dr. Phillips Center for the Performing Arts, Orlando, FL*
Lead Electrical Engineer for the 330,000 sf performing arts center that includes three theatre complexes: a 2,800-seat amplified theatre, a 1,800-seat acoustic theatre and a 300-seat theatre.

Los Angeles Valley College, Performing and Media Arts Center, Los Angeles, CA*
Lead Electrical Engineer for a new 40,000 sf performance arts center and a 52,500 sf media arts building. The facilities include classrooms, labs, main theater, rehearsal rooms, black box theater, TV/radio studios, production/control rooms.

Tony Panossian PE, LEED AP BD+C

ELECTRICAL ENGINEER, SMITHGROUP

PROJECT EXPERIENCE *CONTINUED*

University of Notre Dame, Marie DeBartolo Performing Arts Center, Notre Dame, IN*
Electrical Engineer for this 150,000 sf building housing five main performance halls: a 900-seat concert hall, 350-seat mainstage theatre, 200-seat cinema, 100-seat organ/choral hall, and a 100-seat studio theatre.

Santa Monica College Library, Santa Monica, CA*
Electrical Engineer for this 54,000 sf **library renovation** and 41,000 sf addition.

Riverside Community College, Digital Library/Learning Resource Center, Riverside, CA*
Electrical Engineer for new 110,000 sf digital **library** building including an auditorium and multi-media production area. The project is to have a high-density network and connectivity throughout.

University of Southern California, Stevens Hall for Neuroimaging, Los Angeles, CA*
Renovation of an existing building 35,227 sf on USC's Health Science Campus to accommodate a combination of 2N and N+1, a Data Immersive Visualization Environment (DIVE) multifunction theatre space for presenting video and graphics from brain scan research data center, and research facility with custom MRIs.

USC, New Replacement Central Utility Plant (CUP), Los Angeles, CA
950,000 sf campus; $51.5M. Design and construction administration for a new 7,300-ton campus chilled water plant, 4 MW campus standby/emergency generator plant and a 290 BHP high-pressure process steam plant.

*Experience prior to joining SmithGroup

Jose Alicea EIT

PLUMBING ENGINEER, SMITHGROUP

With over 20 years of experience working in San Diego, Jose brings a breadth of local experience in healthcare, institutional, higher education and commercial projects. Having worked on OSHPD 1, 2 & 3 projects small through large; single room remodels, department TI's, complete building design, central plants as well as mechanical and plumbing equipment additions/alterations, he understands what it takes to deliver service beyond expectations from conceptualization to completion and at all stages between.

YRS AT SMITHGROUP

5

YRS OF EXPERIENCE

20

AVAILABILITY

50% from kick-off through completion

EDUCATION

Bachelor of Science in Mechanical Engineering, San Diego State University

AFFILIATIONS

» Engineering in Training (EIT)

REFERENCES

Hector Corella
USC
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John Pechman
Edwards Lifesciences
415.238.5027
john_pechman@edwards.com

PROJECT EXPERIENCE

RPG Pacifica Group, Encinitas Wellness, Encinitas, CA

Built for racquetball courts in the 70's, this beloved community building was desperately in need of new energy and a face lift. The racquetball courts and **building addition** have been reconfigured to provide individual fitness suites and state of the art locker rooms. The reimagined Wellness Center is positioned to act as a beacon for the community.

Google, 6450 Sequence Drive, San Diego, CA

Google footprint in San Diego has expanded over the last few years and required a partner that could holistically design a space for both lab and office uses. Utilizing a future facing approach, the design features elements and integrated technology to support current projects and flexibility to adapt to evolving workplace needs.

TaylorMade Headquarters, Carlsbad, CA

The design team lead user group meetings for a deep dive on how teams could be supported to do their best work, and successfully worked with the steering committee and executive leadership to reach tailored solutions. Guiding principles for brand, amenities, and a balance of space types unite the curated workspaces for cohesion in mission and mindset. The design is grounded in the science and innovation, infusing the TaylorMade identity throughout.

SchoolsFirst Federal Credit Union, RH2 Headquarters Building, Tustin, CA

At approximately 180,000 sf, the 3 story office building includes office spaces for team members, collaboration, large multifunctional meeting rooms, a cafeteria, an executive suite which includes a board room and exterior terrace. In the center of the building, a 10,000 sf courtyard gives The new headquarters project incorporates full service dining, outdoor seating, collaboration areas and a refresh of the existing adjacent facility.

Jose Alicea EIT

PLUMBING ENGINEER, SMITHGROUP

PROJECT EXPERIENCE *CONTINUED*

Bristol Myers Squibb Campus Point Tenant Improvement Detailed Design, San Diego, CA
Renovation of a second floor leased space, with roughly 7,000 sf of lab and 7,000 sf of office. Scope consists of demolition of existing architectural and MEP, and new construction of lab casework, owner furnished lab equipment, finishes and supporting MEP systems for the lab and office. Project was completed on an occupied campus and building with tenants on all sides of the project space.

Ford Land Irvine California Regional Office Renovation, Irvine, CA
SmithGroup was retained by Ford Land to renovate approximately 50,000 sf of interior office space to expand the capacity of assigned workstations and refresh a variety of Conference Room types to align with current Ford Land workplace standards. This particular office is experiencing a significant amount of growth and SmithGroup is providing workplace design solutions to certify Ford Land's office environment will enhance productivity and user enjoyment.

Scripps Health, 310 Santa Fe Medical Office Building, Encinitas, CA
Renovation of existing Type V building for new offices and clinical spaces. Upgrades included new public toilets, new lighting and finishes throughout.

Scripps Health, Facilities, San Diego, CA*
Healthcare facilities.

Scripps Health, Green Hospital, La Jolla, CA*
Occupied hospital.

Sharp Healthcare, Birch Hospital, San Diego, CA *
OSHPD 1 experience.

Sharp Healthcare, Grossmont Hospital, La Mesa, CA *
Occupied hospital.

University of California, San Diego, Various, San Diego, CA*
Multiple projects.

*Experience prior to joining SmithGroup

David McCullough ASLA, PLA

PRINCIPAL LANDSCAPE ARCHITECT
MCCULLOUGH LANDSCAPE ARCHITECTURE

David formed McCullough Landscape Architecture as a sole proprietorship in 1999 while working for another San Diego firm. After partner, Catherine joined the business in 2001 and became Chief Executive Officer and President in 2002, the firm became a woman-owned corporation and Small Business Enterprise (SBE) by the State of California DGS. As Principal Landscape Architect, David oversees all aspects of the design and production of firm projects. He serves as head designer on most projects and maintains quality control on all work completed. Previous projects have earned recognition in several national publications. David's project involvement includes senior project management, design development, quality control, client meetings and presentations, and document development.

YRS AT MCCULLOUGH
26

YRS OF EXPERIENCE
33

AVAILABILITY
10% from kick-off through completion

EDUCATION
B.S. Landscape Architecture, California Polytechnic State University, San Luis Obispo

AFFILIATIONS
- ASLA San Diego Chapter, Past President
- City of La Mesa, Design Review Board, Past Chair
- City of San Diego Historical Resource Board Member, Code Monitoring Team, Voting Member

REFERENCES
Robert (Bob) Schulz
San Diego State University
619.594.6017
rschulz@sdsu.edu

Lance Lareau
San Diego CCD
619.388.6546
llareau@sdccd.edu

PROJECT EXPERIENCE

San Diego State University (SDSU), Don Powell Theatre Renovation & Black Box Theater, ASan Diego, CA
This project enhances the Arts District with flexible outdoor "living rooms," ceremonial spaces, and Mediterranean-inspired landscaping that supports new and renovated performance venues. The design encourages daily campus use through shaded lawns, seating, and pathways that invite gathering, studying, and events.

San Diego State University, Love Library, San Diego, CA
McCullough enhanced the landscape surrounding SDSU's Love Library by improving accessibility and circulation, integrating shaded seating, updated paving, and native plantings. The design complements the campus's Spanish Colonial architecture and creates a more unified, welcoming environment for students and visitors.

City of Oceanside, Oceanside Public Library, Oceanside, CA
The City of Oceanside initiated a redesign for a central courtyard between City Hall and the Library, aiming to transform the underused space into an active hub for events. McCullough, in collaboration with the architect, won the competition to create a garden that honors the site's architectural influences while enhancing accessibility and community use.

David McCullough ASLA, PLA

PRINCIPAL LANDSCAPE ARCHITECT, MCCULLOUGH LANDSCAPE ARCHITECTURE

PROJECT EXPERIENCE *CONTINUED*

City of Encinitas, Encinitas Community Resource Center, Encinitas, CA
This new one-story building will feature an internal courtyard, street-front plantings, and an occupied roof deck to support the center's community-focused programs and create inviting outdoor spaces. *Project with SmithGroup

County of Riverside, Sun City Library, Sun City, CA
For the Sun City **Library**, McCullough Landscape Architecture transformed a former post office site into a vibrant, desert-inspired landscape that reflects the region's natural beauty. Native plants, rolling landforms, and locally inspired materials create a low-maintenance, contextually rich environment that buffers busy roads and invites community engagement.

Mt. San Antonio College, Mt. SAC Library, Walnut, CA
McCullough designed a dynamic landscape that navigates dramatic topography to create a grand sense of arrival, improved connectivity, and inviting social spaces. Prioritizing accessibility and student engagement, the design features activated pedestrian areas and sustainable elements that enhance the overall campus experience.

San Diego Community College District, Educational Cultural Complex, San Diego, CA
The Educational Cultural Complex serves as a historic site for education, performing arts, and activism, with strong ties to the Civil Rights movement. This **renovation** project honors its cultural significance while integrating thoughtful design to meet the needs of the present and future.

San Diego Unified School District, San Diego High School Modernization, San Diego, CA
McCullough is leading the landscape design for the San Diego HS modernization project, enhancing the campus with a revitalized frontage on Park Blvd., expanded quad spaces, and updated outdoor areas that support both the school's history and its future needs.

County of San Diego, Helix Water District WaterSmart Demonstration Garden, La Mesa, CA
The WaterSmart Demonstration Garden at the Helix Water District Administrative Office, designed by McCullough, transforms the surrounding landscape into an educational space showcasing water-wise design principles. The garden features four distinct typologies, including a Mediterranean garden, and demonstrates sustainable practices like rainwater harvesting, drought-tolerant plants, and hydro-zoning.

County of San Diego, North Coastal Live Well Health Center, Oceanside, CA
McCullough collaborated with the architect and construction manager to design the award-winning, **LEED Platinum** North Coastal Live Well Health Center, delivering a Zero Net Energy project within a tight budget. The landscape features native California plants and integrated stormwater basins, supporting long-term sustainability and aquifer recharge while exemplifying McCullough's commitment to environmentally responsible design.

Benjamin Arcia M.U.D., ASLA

LANDSCAPE ARCHITECT
MCCULLOUGH LANDSCAPE ARCHITECTURE

Benjamin's work has involved various facets of the built environment, including prefab housing, carpentry, and landscape architecture. In addition to his hands-on experience, Benjamin's skillset includes digital 3D modeling and rendering, visual presentation, and construction documentation. Benjamin has worked with McCullough since 2013, consulting on the planning, design, and construction of a variety of projects that include civic, institutional, mixed-use infill, affordable housing, commercial repositioning, and transit-oriented development.

YRS AT MCCULLOUGH
12

YRS OF EXPERIENCE
12

AVAILABILITY
25% from kick-off through completion

EDUCATION
Master of Urban Design, University of Miami School of Architecture

Bachelor of Arts, Architectural Studies, Connecticut College

AFFILIATIONS
- ASLA San Diego, Member
- Urban Land Institute (ULI), San Diego-Tijuana, Member

REFERENCES
Christina Calderon
City of La Quinta
760.777.7183
Ccalderon@laquintaca.gov

Michael Stepner
fmr. City of San Diego City Architect
619.988.2773
stepner2@gmail.com

PROJECT EXPERIENCE

San Diego State University (SDSU), Don Powell Theatre Renovation & Black Box Theater, San Diego, CA
This project enhances the Arts District with flexible outdoor "living rooms," ceremonial spaces, and Mediterranean-inspired landscaping that supports new and renovated performance venues. The design encourages daily campus use through shaded lawns, seating, and pathways that invite gathering, studying, and events.

San Diego State University, Love Library, San Diego, CA
McCullough enhanced the landscape surrounding SDSU's Love Library by improving accessibility and circulation, integrating shaded seating, updated paving, and native plantings. The design complements the campus's Spanish Colonial architecture and creates a more unified, welcoming environment for students and visitors.

City of Encinitas, Encinitas Community Resource Center, Encinitas, CA
This new one-story building will feature an internal courtyard, street-front plantings, and an occupied roof deck to support the center's community-focused programs and create inviting outdoor spaces. *Project with SmithGroup

City of Oceanside, Oceanside Public LibraryOceanside, CA
The City of Oceanside initiated a redesign for a central courtyard between City Hall and the Library, aiming to transform the underused space into an active hub for events. McCullough, in collaboration with the architect, won the competition to create a garden that honors the site's architectural influences while enhancing accessibility and community use.

Benjamin Arcia M.U.D., ASLA

LANDSCAPE ARCHITECT, MCCULLOUGH LANDSCAPE ARCHITECTURE

PROJECT EXPERIENCE *CONTINUED*

City of La Quinta, La Quinta Cultural Campus, La Quinta, CA
The La Quinta Cultural Campus is an evolving public space, designed to blend the region's rich cultural heritage with contemporary artistic expression. Anchored by the La Quinta Museum, the campus features a new arts plaza, community promenade, and ethnobotanical garden that narrates the Cahuilla people's deep connection to native plants through a unique landscape storytelling approach. The design incorporates forty decorative vignettes within a diamondback rattlesnake motif, each representing a plant and its cultural significance across various habitats and altitudes.

San Diego Community College District, Educational Cultural Complex, San Diego, CA
The Educational Cultural Complex (ECC) in San Diego serves as a historic site for education, performing arts, and activism, with strong ties to the Civil Rights movement. This **renovation** project honors its cultural significance while integrating thoughtful design to meet the needs of the present and future.

San Diego Unified School District, San Diego High School Modernization, San Diego, CA
McCullough is leading the landscape design for the San Diego High School Modernization project, enhancing the campus with a revitalized frontage on Park Boulevard, expanded quad spaces, and updated outdoor areas that support both the school’s history and its future needs.

County of San Diego, Helix Water District WaterSmart Demonstration Garden, La Mesa, CA
The WaterSmart Demonstration Garden at the Helix Water District Administrative Office, designed by McCullough, transforms the surrounding landscape into an educational space showcasing water-wise design principles. The garden features four distinct typologies, including a Mediterranean garden, and demonstrates sustainable practices like rainwater harvesting, drought-tolerant plants, and hydro-zoning.

Susan Moe CASp, AIA

CASP CONSULTING, ACCESS COMPLIANCE CONSULTING

Susan established Access Compliance Consulting in 2021 to use my thirty-plus years of experience to provide training, consulting, and publications on accessibility in the built environment. She obtained AIA CES and ICC Preferred Provider training status. Susan developed and delivered online webinars for Federal and state accessibility housing regulations. And she conducted plan review consulting services and on-site inspections for multi-family housing projects to ensure compliance with Federal and state regulations and codes.

YRS AT ACC
3.5

YRS OF EXPERIENCE
30

AVAILABILITY
15% from kick-off through completion

EDUCATION
Multiple Continuing Education Courses, Weber State College, Ogden, Utah

AFFILIATIONS
- Registered Architect in California: (C31311)
- Certified Access Specialist 392
- APAC-BE
- AIA, Member
- Accessibility Professionals Association

REFERENCES
Robert Putnam
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Lori Ichisaka
619.550.4420
LIchisaka@sva-architects.com

PROJECT EXPERIENCE

Division of the State Architect, Sacramento, CA
Senior Architect, CASp. Transferred to the Division of the State Architect, Headquarters Office, Access Code and Policy Unit in 2011 from the Department of General Services, Professional Services Branch. Duties included the following: Team member who participated in the 2013 California Building Code rulemaking. During that rulemaking cycle, the 2010 ADA Standards for Accessible Design became the model code for Chapter 11 B. That required a complete rewrite and reformatting of Chapter 11 B. She participated in subsequent rulemaking cycles, focusing on federal housing-related regulations to align Chapter 11B with those regulations. Developed training sessions for the DSA Academy and delivered in-person and online training. The in-person training consisted of four one-day sessions, including plan review, public housing, housing at a place of education, and updates to Chapter 11 B. Revised and maintained the California Access Compliance Advisory Manual. Authored the Guide to Public Housing Regulated by Chapter 11B of the California Building Code. Authored the code change that completed the separation between Chapters 11A and 11 B.

UC Davis Health Systems, Spine Center and Dermatology – Plastic Surgery Clinic, Cannery Business Park, Sacramento, CA
Lead designer for a 12,000-sf clinic interior **renovation** in a restored warehouse building. The space's style, age, and seismic constraints presented a unique design challenge requiring creative floor plans and detailing.

Susan Moe CASp, AIA

CASP CONSULTING, ACCESS COMPLIANCE CONSULTING

PROJECT EXPERIENCE *CONTINUED*

The Money Store, West Sacramento, CA

Lead designer supervising three staff members for a **tenant improvement** in a ten-story, 425,000-sf office building. Building spaces included a cafeteria, auditorium, board room, training rooms, and exercise facilities. Duties included programming, **space planning**, contract documents, building permit submittal, and project closeout.

California State Board of Equalization, Sacramento, CA

Team member assisting the project architect for a 525,000-sf **tenant improvement**. Primary duties included **space planning**, selecting interior finishes, and developing typical furniture workstations.

Designed and delivered the following training sessions:

- Access Compliance Consulting Webinars
- In-depth scoping for Accessible Housing
- Accessible Housing Site Elements and Facilities
- Common Areas within Accessible Housing Facilities
- Accessible Housing Dwelling Units
- Circulation paths, Detectable Warnings, and Vehicular Traffic
- Accessible Residential Unit Kitchens
- Accessible Residential Dwelling Unit, Toilet, and Bathing Rooms
- LAHD Development Team and Architect Training
- DSA Academy in-person one-day sessions
- Code Update California Building Code, Chapter 11 B.
- Public Housing
- Access Compliance Plan Review
- Housing at a Place of Education and Transient Lodging
- Created sessions specifically at the request of the following clients:
- City of Oroville
- City of Palo Alto
- City of Sacramento
- City of San Jose
- Pacific ADA Center
- National ADA Symposium
- American Institute of Architects, Fresno

Mark Van Bibber SE

STRUCTURAL ENGINEER, AARK ENGINEERING INC.

Mark Van Bibber is a registered Structural Engineer and has extensive structural engineering experience using various structural systems and materials on a vast range of projects. His diverse experience includes work on institutional, municipal, government, educational, water treatment, wastewater treatment, utilities, medical, commercial, and parks and recreational facilities.

YRS AT AARK
25

YRS OF EXPERIENCE
18

AVAILABILITY
10% from kick-off through completion

EDUCATION
Bachelor of Science, Civil Engineering, San Diego State University

AFFILIATIONS
- Structural Engineer in California: (S5314)
- Civil Engineer in California: (C66993)
- Structural Engineers Association of California, San Diego

REFERENCES
Anney Rosenthall-Hall
obr architecture
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rosenthal@obrarchitecture.com

Naveen Waney
Platt Whitelaw Architecture
619.546.4326
nwaney@plattwhitelaw.com

PROJECT EXPERIENCE

Building 178 Performing Arts Center, San Diego, CA
Structural Engineer of Record for the adaptive reuse of Liberty Station's recreation building #178. The existing historic wood-framed building constructed over a cast-in-place concrete basement will be renovated to accommodate a black box theater and associated support space. A portion of the existing building will be demolished and a new concrete masonry and steel-framed main stage theater, lobby, and receiving area will be constructed. The combined building space will provide an approximately 22,000 sf theater venue.

Park de la Cruz Skatepark and Park Expansion, Community Center, and Gymnasium Improvements, San Diego, CA
Structural Engineer of Record for a park expansion and improvement project including **tenant improvements** to the existing 36,000sf Copley buildings to create a new community recreation center. Improvements to the buildings included upgrades for ADA accessibility, complete HVAC and electrical systems upgrades, remodel of existing kitchen, seismic upgrades and repairs, and **interior space improvements**. The park expansion project was recently awarded the APWA Project of the Year.

Oceanside Beach Operations Facility and Restrooms Project, Oceanside, CA
The project included upgrades and remodeling of the historic bathroom facility, a new city services building, a new sewage lift station and numerous other site and **infrastructure improvements**. Mr. Van Bibber provided structural services for the sewage lift station portion of this project that included a below-grade wet well and pump room, an above-grade control building, retaining and an attached trash enclosure.

Mark Van Bibber SE

STRUCTURAL ENGINEER, AARK ENGINEERING INC.

PROJECT EXPERIENCE *CONTINUED*

Mira Mesa Community Park Improvements Phase II, San Diego, CA

A park expansion, skatepark, building improvement, pool and administration building, and pool equipment building project for the City of San Diego. The project includes site structures, light pole foundations, site walls and fencing. In addition to these **site improvements**, the existing Recreation Center and Gymnasium building will be upgraded to serve as a new community recreation center. The new pool and administration building will serve as access to the new community pools and staff office space.

Pacific Highlands Ranch Elementary School, Del Mar, CA

This project consists of a new elementary school campus for the Del Mar Union School District. The scope of work includes **site improvements**, retaining walls, shade structures, and approximately 70,000 sf of classroom, administration, multipurpose room, kindergarten, after-school program, and central kitchen buildings. Materials of construction include concrete, concrete masonry, steel, and wood-framing.

Kipp Adelante Preparatory Academy at Market Creek Plaza, San Diego, CA

This project provided a new approximately 27,000 sf two-story classroom, administration, and cafeteria building for a “Knowledge Is Power Program“ charter middle school in San Diego. The building was constructed utilizing a combination of wood, steel and concrete masonry materials. aark worked closely with the architect and contractor to design and construct the facility in two phases to enable the school to open on-time with an accelerated schedule.

Larry Thornburgh PE

CIVIL ENGINEER, NASLAND ENGINEERING

Larry oversees the design of municipal projects including civic and municipal buildings, community centers, and public parks and recreation centers. Larry coordinates all aspects of projects with local government agencies from initial conceptual design through final design and construction. His experience includes site design, water and wastewater systems, traffic and transportation engineering, utility design, and storm drainage design, as well as the management and coordination of multi-faceted projects.

YRS AT NASLAND

35

YRS OF EXPERIENCE

35

AVAILABILITY

30% from kick-off through completion

EDUCATION

B.S. Structural Engineering, University of California, San Diego

AFFILIATIONS

- Civil Engineer in California: (49795)
- Land Surveyor in California: (7298)
- ACEC of California
- American Public Works Association (APWA)
- ASCE

REFERENCES

Keith Kezar
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PROJECT EXPERIENCE

City of San Diego, Bayside Fire Station No. 2, San Diego, CA
The Bayside Fire Station enhances the safety of neighborhood residents and nearby businesses by providing a key station on the west side of the railroad and trolley tracks that slice through downtown. The 25,000-square-foot, three-floor station includes underground parking, apparatus bays, a kitchen, an exercise room, sleeping dormitories, outdoor benches and a small plaza.

County of San Diego, County Administration Center Waterfront Park, San Diego, CA
The San Diego County Administration Center Waterfront Park converted the large 12-acre on-grade parking lots north and south of the historic Administration Center to a large community and regional open space amenity. The park includes large civic greens, a children's play area, intimate garden rooms and an expansive interactive fountain.

City of Poway, Mickey Cafagna Community Center, Poway, CA
The Mickey Cafagna Community Center is a shared-use, multigenerational facility, and the home base of Poway's recreation programs at Poway Community Park. The new community center includes two meeting rooms, six classrooms, a senior center, a kitchen and office space for city staff.

City of San Diego, North Park Mini Park, San Diego, CA
The North Park Mini Park is located behind the North Park Observatory Theatre and will act as a community space to gather with family and friends as well as host an array of events from live music, movie nights, and the weekly Farmers' Market.

Larry Thornburgh PE

CIVIL ENGINEER, NASLAND ENGINEERING

PROJECT EXPERIENCE *CONTINUED*

City of San Diego, Children's Museum Park, San Diego, CA
The San Diego County Administration Center Waterfront Park converted the large 12-acre on-grade parking lots north and south of the historic Administration Center to a large community and regional open space amenity. The park includes large civic greens, a children's play area, intimate garden rooms and an expansive interactive fountain.

Palomar College, Howard Brubeck Theater, San Marcos, CA
The Howard Brubeck Theater at Palomar College was expanded to accommodate larger performances and new rooms for different genres of performing arts. **Renovations** included an enlarged orchestra pit, auditorium seating, piano storage, HVAC systems, state-of-the-art visual and electrical systems, total refurbishment of the rigging system, theatrical lighting stems, and the installation of a four-stop elevator to serve both the existing theater and the new addition.

City of San Diego, As-Needed Civil Engineering Services, San Diego, CA
Larry Thornburgh oversees the As-Needed Civil Engineering contract with the City of Encinitas. Task orders have included the Mackinnon Sidewalk **Improvements**; Trail 95 El Camino Del Norte; civil engineering support; and various surveying projects.

Salvation Army, Pine Summit Campground and Gymnasium, Big Bear Lake, CA
The Multi-Purpose Building project at The Salvation Army's Pine Summit Camp in the city of Big Bear Lake serves youths that would otherwise not have access to outdoor programs. The project constructed a Multipurpose/Gymnasium Facility to accommodate 750 people and provide space for performances and events.

San Diego State University, Tenochca/Tula Conference Center , San Diego, CA
The Tula and Tenochca Conference Center included the removal and replacement of an existing building as well as installation of a new conference center. Additional amenities included full rehabilitation of an existing pool and deck and installation of a new basketball court, volleyball court, putting green, BBQ area, and lounge areas.

City of San Diego, San Ysidro Activity Center, San Diego, CA
The Colonel Irving Salomon San Ysidro Community Activity Center is being refreshed to better serve the surrounding community. **Improvements** include a new accessible playground, a multi-purpose sports court, accessible walkways and landscaping and irrigation system improvements.

Daniel Quinones PE

CIVIL ENGINEER, NASLAND ENGINEERING

Daniel has 11 years of experience in providing civil engineering design services for civic projects and the City of San Diego. Daniel's project management experience includes site design for civic and public safety buildings, parks and recreation, residential, mixed-use, commercial and retail projects, educational facilities, public infrastructure design and streetscape improvement design.

YRS AT NASLAND
12

YRS OF EXPERIENCE
11

AVAILABILITY
70% from kick-off through completion

EDUCATION
B.S. Civil Engineering, San Diego State University

AFFILIATIONS
- Civil Engineer in California: (92310)
- American Society of Civil Engineering
- Engineers Without Borders (EWB)
- National Society of Black Engineers (NSBE)

REFERENCES
Alahe Aldo
Architects Mosher Drew
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AlaheA@mosherdrew.com

Naveen Waney Platt
Whitelaw Architects
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nwaney@plattwhitelaw.com

PROJECT EXPERIENCE

City of San Diego, San Ysidro Activity Center, San Diego, CA
The Colonel Irving Salomon San Ysidro Community Activity Center is being refreshed to better serve the surrounding community. **Improvements** include a new recreation center, an accessible playground, a multi-purpose sports court, accessible walkways and landscaping and irrigation system improvements.

City of San Diego, City Heights Square Mini Park, San Diego, CA
Topographic and boundary survey of the project site and street improvement plans, a Hydrology Study and a Water Quality Technical Report.

County of San Diego, Mid-City Crisis Intervention Center, San Diego, CA
The Mid-City Crisis Stabilization in City Heights provides crisis intervention and mental health services to the mid-city region of San Diego.

County of San Diego, East County Crisis Stabilization Unit, El Cajon, CA
The East County Crisis Stabilization unit is a 14,000-square foot property in El Cajon intended to divert people from jails or emergency rooms.

County of San Diego, Oceanside Crisis Stabilization Unit, Oceanside, CA
The Oceanside Crisis Stabilization Unit is a 9,500 sf **tenant improvement** consisting of a single-level parking garage that has been converted into a crisis stabilization unit to provide support services for behavioral health, mental health and substance use disorders.

Daniel Quinones PE

CIVIL ENGINEER, NASLAND ENGINEERING

PROJECT EXPERIENCE *CONTINUED*

City of San Diego, Olive St. Park, San Diego, CA
Olive Park is a nearly three quarter acre park consisting of an AIDS memorial, a new playground for children of all ages, fitness equipment, an open lawn area, landscaping, lighting, a drinking fountain, and ADA-compliant pathways to facilitate access for all users, along with an overlook deck to enjoy views of Maple Canyon below.

City of San Diego, Hickman Field Improvements, San Diego, CA
Hickman Field includes the installation of a joint use park on approximately 1.64 acres of the existing elementary school site. **Improvements** include two open turf areas, DG track, play areas, and drainage improvements.

City of San Diego, Marcy Park, San Diego, CA
Improvements to Marcy Park include the replacement and expansion of the playground at Marcy Neighborhood Park in University City. The project will also include all path of travel items such as curb ramps, drinking fountains, walkways/ramps as well as irrigation system adjustments, landscaping, etc.

San Diego Unified School District, Mira Mesa High School Full Site Modernization, San Diego, CA
The Whole Site Modernization of Mira Mesa High School improves the overall learning environment, as well as the health, safety, and security of the students. Campus upgrades include a new music building, athletic field **improvements**, 14 new classrooms and support rooms, and the removal of existing portables.

Palomar CCD, Edwin and Frances Hunter Arboretum at Palomar College, San Marcos, CA
The arboretum on the Campus of Palomar Community College is a natural hillside consisting of approximately 7.3 acres of trees and vegetation grouped into similar plant types. The first phase of the project improved the arboretum by adding approximately 1,200 feet of accessible trails throughout the arboretum.

San Diego Unified School District, Franklin Elementary School, San Diego, CA
The remodel of Franklin Elementary School converts the school into a STEAM magnet school with classroom modules to support the school's mission.

City of San Diego, Southcrest Trails Park, San Diego, CA
The Southcrest Trails Neighborhood Park project **improvements** included new seating, picnic tables, exercise stations, and natural play elements along the existing trail as well as improvements such as shade structures, barbeque areas, a basketball court and additional trail areas.

Andrew Neuhaus PG, CEG

SENIOR ENGINEERING GEOLOGIST, NOVA SERVICES, INC.

Andrew has 22 years of experience as an engineering geologist and is well versed in the planning and coordination of geotechnical investigations and implementation of project work plans, safety plans, and permit acquisition. He produces soil exploration logs in accordance with USCS standards utilizing his deep comprehension of subsurface soil conditions. He is skilled in geologic records research for site investigations and reconnaissance, and compiles complex geologic data sets for presentation. During construction, Andrew advises on grading cleanouts, keyways construction, slope reinforcement, backfill operations, and deep foundation operations. His other duties include review of construction plans and specifications, attending jobsite meetings, preparation of engineering reports and proposals, and reviewing and reporting test results.

YRS AT NOVA

5

YRS OF EXPERIENCE

22

AVAILABILITY

20% from kick-off through completion

EDUCATION

BS, Geology, California Lutheran University

AFFILIATIONS

- Geologist in California: (8398)
- Engineering Geologiest in California: (2591)
- American Council of Engineering Companies (ACEC)
- ASCE Pipeline and Environmental

REFERENCES

Matt Dorman, Principal,
Balboa Engineering
858.200.5044
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Joe Bride
City of Del Mar
858.755.3294
jbride@delmar.ca.us

PROJECT EXPERIENCE

County of San Diego Health and Human Services Administration Mid-City Crisis Center, San Diego, CA

Senior Engineering Geologist during a **geotechnical investigation** for repairs to the existing concrete slab and slope stabilization of an existing descending slope located on the property. Geotechnical recommendations were provided for the site slope and exterior patio slabs on the northeast exterior of the existing structure.

County of San Diego As-Needed Geotechnical Consulting and Materials Testing and Inspection Services, San Diego County, CA

Senior Engineering Geologist during **geotechnical and geologic engineering** as well as earthwork observation and testing, special inspection, and materials testing services. Projects included new construction, **improvements**, and rehabilitations for all types of projects, including roads, comfort stations, culverts, bridges, retaining walls, sidewalks, storm drains, water mains, parking lots, parks, and **library** branches. Projects also included slope repairs and AC overlay.

City of Chula Vista Loma Verde Recreation Center, Chula Vista, CA

Senior Engineering Geologist during a **geotechnical investigation** for the partial demolition of an existing building and design and construction of a new, one-story concrete and masonry building. Associated **improvements** include new concrete pavements, underground utilities, and below-grade stormwater BMP facilities.

Andrew Neuhaus PG, CEG

SENIOR ENGINEERING GEOLOGIST, NOVA SERVICES, INC.

PROJECT EXPERIENCE *CONTINUED*

County of San Diego Health and Human Services Administration
Mid-City Crisis Center, San Diego, CA
Senior Engineering Geologist during a **geotechnical investigation for repairs** to the existing concrete slab and slope stabilization of an existing descending slope located on the property. Geotechnical recommendations were provided for the site slope and exterior patio slabs on the northeast exterior of the existing structure.

Ventura County Fire Protection District Newbury Park
Fire Station No. 35, Newbury Park, CA
Senior Geologist during a **geotechnical investigation** for the design of an 11,233 sf fire station with associated **improvements**. The $5.5 million, two-story station includes three pull-through engine bays, office and training areas, and living quarters for nine fire fighters.

City of San Diego NTC Aquatic Center, San Diego, CA
Senior Engineering Geologist during a **geotechnical investigation** for the design of a new aquatic center located at the former Naval Training Center (NTC). Features will include a 5,000 sf pool mechanical room and indoor storage, 4,000 sf of outdoor storage, bleachers, a 50-meter competition pool, a 25-meter pool with a water slide, a splash pad, and hardscape and pavement **improvements**. The project will also include the **renovation** of an existing one-story building with a new entry plaza, lobby and reception area, office space, locker rooms, and concessions.

Tom Canady PE

PROJECT ENGINEER, NOVA SERVICES, INC.

Tom is a registered professional engineer with over 35 years of experience providing geotechnical engineering services. He has provided design recommendations regarding the geotechnical aspects of deep and shallow foundations, hillside grading, mitigation of landslides and slopes with unsatisfactory stabilities, stability of deep excavations and shoring, and mitigation of potentially liquefiable sites during a seismic event. Tom's responsibilities include performing engineering analyses, developing design recommendations, preparing reports and proposals, preparing project budgets, supervising field and laboratory testing, and supervising geotechnical and materials testing services during construction.

YRS AT NOVA

4

YRS OF EXPERIENCE

36

AVAILABILITY

10% from kick-off through completion

EDUCATION

BS, Civil Engineering, Brigham Young University

AFFILIATIONS

- Professional Engineer in California: (50057)
- American Council of Engineering Companies (ACEC)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)

REFERENCES

Roya Golchoobian
TY Lin
619.908.3214
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619.542.1188
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PROJECT EXPERIENCE

San Diego State University (SDSU), Don Powell Theatre Renovation & Black Box Theater, San Diego, CA

This project enhances the Arts District with flexible outdoor "living rooms," ceremonial spaces, and Mediterranean-inspired landscaping that supports new and renovated performance venues. The design encourages daily campus use through shaded lawns, seating, and pathways that invite gathering, studying, and events.

City of San Diego Fire Station 52, San Diego, CA

Principal Engineer during a **geotechnical investigation and testing and inspection services** for the design and construction of a $22.2M, two-story, 12,360 sf fire station for nine staff members. The **design-build** project includes three drive-through apparatus bays, dorm rooms, a kitchen, watch room, ready room, station alerting system, 18 parking stalls, and site infrastructure.

County of San Diego Mt. Laguna Fire Station No. 49, San Diego County, CA

Principal Engineer during a **geotechnical investigation** for the demolition of an existing County of San Diego Department of Public Works (DPW) bunkhouse and design of a new 5,000 sf type VB fire station, which is the highest elevation station in the County. The station includes two apparatus bays, three bedrooms, a kitchen/living area, gym, office space, locker room, and ample storage for fire and facilities equipment.

Tom Canady PE

PROJECT ENGINEER, NOVA SERVICES, INC.

PROJECT EXPERIENCE *CONTINUED*

County of San Diego As-Needed Geotechnical Consulting and Materials Testing and Inspection Services,San Diego County, CA
Program Manager during **geotechnical and geologic engineering** including pavement section recommendations, as well as earthwork observation and testing, special inspection, and materials testing services. Projects included new construction, **improvements**, and rehabilitations for all types of projects, including roads, comfort stations, culverts, bridges, retaining walls, sidewalks, storm drains, water mains, parking lots, parks, and **library** branches. Projects also included slope repairs and AC overlay.

County of San Diego HHSA Public Health Lab, San Diego, CA
Principal Engineer during a **geotechnical investigation** for the design and construction of a 49,785 sf, two-story building for the Health and Human Services Agency. The facility includes a public health laboratory with secured laboratory facilities with support spaces, bio-safety level specialty labs, administrative areas, conference/meeting space, media and training center, storage and warehouse areas. **Site improvements** include parking areas, site utility infrastructure, access and roadway improvements, retaining walls, landscape and hardscape, and loading areas.

County of San Diego Modular Lab Relocation, San Diego, CA
Principal Engineer during a **geotechnical investigation and testing and inspection** for the project which included moving an existing modular lab and air-handling unit from another location in California to the County Operations Center. Work included construction of concrete pads for the lab and air-handling unit, connection to utilities, and accessible paths of travel.

3.1.6. Environmental

Environmental consultant to be provided if needed.

3.1.8. Sustainability

Sustainability consultant to be provided if needed.

3.2. Design Manager and Project Manager

Design Manager **Marie Clark** shall be responsible for the design-build delivery and project management during the design and preconstruction phase. She is responsible for client relations with owners, owner representatives, design teams, engineers, and design-build subcontractors and trade partners. Marie has over 20 years of industry experience.

Project Manager **Ricardo Lopez** is fully experienced and qualified Project Manager. He shall be responsible for the budget, schedule and quality of the City Heights Library Performance Annex Improvements project. His duties also include responsibility for all necessary paperwork such as obtaining permits; coordination of request for information (RFI) and submittals; schedule generation and updates; resource management to maintain the project schedule; and, overall project management.

Ricardo has previously functioned in a similar role on the ASML San Diego SD09 project in San Diego, CA along with Assistant Project Manager, Rogelio Garcia.

3.3. Senior Superintendent

Scott Atwood is a fully experienced and qualified Senior Superintendent. Scott shall be responsible for all construction efforts. His duties include coordination with stakeholders; quality control; compliance with all required permits; coordination with environmental monitoring staff; and, field construction in coordination with Project Manager, Ricardo Lopez. Scott has over 30 years of industry experience.

3.4. Assistant Project Manager

Assistant Project Manager, **Rogelio Garcia** shall assist Project Manager, Ricardo Lopez and Senior Superintendent, Scott Atwood as necessary with all relevant tasks.

Rogelio has previously functioned in a similar role on the SDG&E Emergency Operations and Resilience Center project and ASML San Diego SD09 project in San Diego, CA.

Marie Clark
Design Manager

Scott Atwood
Sr Superintendent

Ricardo Lopez
Project Manager

Rogelio Garcia
Assistant Project Manager

Marie Clark

DESIGN MANAGER, SWINERTON

As Design Manager, Marie is responsible for the design-build delivery and project management during the design and preconstruction phase. She is responsible for client relations with owners, owner representatives, design teams, engineers, and design-build subcontractors and trade partners. She facilitates all design meetings and assists in preparing and controlling the project schedule, the risk register, cost modeling, cost control, and preparation of billings. She leads constructability and value engineering review efforts to ensure all possible efficiencies and best practices are incorporated. She participates and facilitates work sessions to track the design evolution with appropriate technical professionals and other disciplines. She works with Municipality Officials, Authorities Having Jurisdiction, and Permitting Departments to identify lead times and ensure required permits are filed for execution of construction.

YRS AT SWINERTON

2

YRS OF EXPERIENCE

21

AVAILABILITY

35% during preconstruction and design phase

EDUCATION

MArch, Architecture/Urban Design, NewSchool of Architecture and Design

BS, Architecture, University of Minnesota, Twin Cities

CERTIFICATIONS

- LEED AP®
- Construction Quality Management (CQM) for Contractors

REFERENCES

Harley Crace
UC San Diego, Facilities Management
858.926.9884
hcrace@ucsd.edu

Roxanna Kreisler
San Diego State University
858.922.3827
rkreisler@sdsu.edu

PROJECT EXPERIENCE

SDSU Evolve Student Housing (ESH) - Precon, San Diego, CA

Swinerton is providing **design-build** general contracting services for the new Evolve Student Housing program at San Diego State University. The program consists of the construction of 3,640 residential beds on the main SDSU campus. It will vary from first-year units, flex-suite housing, and apartments. The project is being performed via a design-build partnership with Gensler.

SDSU Electrical Infrastructure Upgrades, San Diego, CA

Swinerton is providing general contracting services for extensive switchgear and distribution system upgrades. A new utility building will be built to house the new systems. Three existing switchgears will be replaced by (1) 12kV switchgear, including the removal of (1) 12kV switchgear and (2) 4.16kV switchgears. The existing 5kV distribution systems and transformers will be replaced by a separate 12kV system. A new duct bank and feeders will be installed to support the new utility building.

SDSU TOCA Bike Lane Precon, San Diego, CA

Swinerton is providing general contracting services, inclusive of **preconstruction**, integrating bike lanes into a series of (3) 1/2 mile - 1-mile segments of public roadway extending out from around the new Snapdragon Stadium, and planned Innovation District development project in Mission Valley. The projects (CB-1, -4 & -5) vary in scoping from resealing and striping, to including physical barrier separation from **traffic/parking**, to lane shifts

Marie Clark

DESIGN MANAGER, SWINERTON

PROJECT EXPERIENCE *CONTINUED*

and reconfigurations, to signaling modifications and or new signaling systems at intersections. The Team has managed discussions on scoping with the **City of San Diego authority,** worked extensively with SDSU towards project budget management across the projects, and evaluated opportunities in construction sequence and **traffic control planning** or phased project execution and value engineering.

SDSU TOCA Mission Valley One Water Lab Precon, San Diego, CA

Swinerton is providing **preconstruction** services to the OWLLL group affiliated with SDSU for the installation of a satellite modular lab facility in the Mission Valley Snapdragon Stadium area. The facility will house sewer, storm, greywater, and urine collection and testing capabilities as a BSL-2-certified lab. Additionally, the facility program will include public demonstrations in a learning environment for students and the community. The Swinerton team is charged with scoping and extensive value engineering efforts to achieve the desired program within the grant funding currently available to the lab group.

Front Porch, La Jolla, CA

Swinerton is providing **preconstruction** and general contracting services for the **major renovation** of the Casa de Manana Retirement Community kitchen. The project is scoped to include a fully renovated commercial kitchen, back-of-house facilities, employee break area, and outdoor patio. Additionally, the project is executing **structural repairs and retrofits** to the subterranean basement facilities and loading dock, along with a replacement and **upgrade of main electrical distribution** to the area of work. The team coordinates with the various end-user groups, the hired construction management team, and the Design-Engineering team of Record through a CM-At-Risk GMP execution process.

Ricardo Lopez

PROJECT MANAGER, SWINERTON

As Project Manager, Ricardo is responsible for the oversight of the entire construction project staff. He provides direct relations with ownership, stakeholders, and architects. He oversees the financial management of the entire project from start to finish, as well as day-to-day cost control. He negotiates and manages all subcontractor agreements, material procurement, and purchase orders. He finalizes and confirms the accuracy of contract administration; submittal and document control; project drawings, specifications, and general conditions; schedule maintenance; and quality and safety control. He is also actively involved with preconstruction planning, value engineering, estimating, and budgeting.

YRS AT SWINERTON

8

YRS OF EXPERIENCE

10

AVAILABILITY

15% during design phase and 100% during construction

EDUCATION

BS, Structural Engineering, University of California San Diego

CERTIFICATIONS

» OSHA 10-Hour

REFERENCES

Connor Alan-Lee
Project Management Advisors, Inc.
858.736.7114
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Krista Pheney
Cumming Group
517.404.6342
pheneyk@amazon.com

Sean Blonquist
Jones Lang LaSalle
510.846.4993
Sean.Blonquist@am.jll.com

PROJECT EXPERIENCE

San Diego International Airport Terminal 2 Parking Plaza, San Diego, CA

Swinerton provided **design-build** general contracting services for the construction of a new three-level, 920,000-square-foot parking structure with 2,700 stalls. A cast-in-place concrete structure, Swinerton self-performed the entire concrete scope of work. The Parking Plaza features state-of-the-art technology to simplify the passenger experience, including a Parking Guidance System and a License Plate Recognition System. The design integrates active and passive safety features, local art that doubles as wayfinding cues, and significant sustainable features.

ASML San Diego SD09, San Diego, CA

Swinerton is providing general contracting services for the **buildout** of the second floor of a newly constructed three-story office building. New spaces include an activity-based working office space, a conference center, and a fitness center. A new stair is being built to connect Level 2 and Level 3. New condensing units and exhaust fans are being installed on the roof. The project is set on a fast-track six-month schedule.

American Assets "TANG" Tenant Improvement, San Diego, CA

The **tenant improvement** project involved a complete **buildout** of 13,189-square feet of office space. Following a full interior demolition, the second floor of the occupied 12-story midrise now features 19 closed door offices; multiple open offices; five conference rooms; a training room; a break room; and a wellness room.

Ricardo Lopez

PROJECT MANAGER, SWINERTON

PROJECT EXPERIENCE *CONTINUED*

USS Midway Cafe 41, San Diego, CA

Swinerton provided general contracting services for the **renovation** of the historic Midway Museum. Docked in San Diego Harbor, the USS Midway is a decommissioned aircraft carrier open to the public. The Midway Museum exhibits San Diego's rich history of the United States Navy and Military. The existing café in the museum was renovated and **modernized** to maximize the visitor experience. Work included **architectural upgrades** to the walls, floors, counters, and finishes. Structural upgrades were made in support.

Hotel Del Coronado Victorian Guestroom and Corridor Renovations, Coronado, CA

Swinerton is providing general contracting services for the complete **renovation** of the hotel guestrooms, corridors, and guestroom balconies within the Victorian Wing of the Hotel Del Coronado. When complete, the guestroom count will be increased from 367 to 404 for operational efficiency. Many guestroom bathrooms are being reconfigured, providing more usable space for an enhanced guest experience. The project scope also involves exterior facade and exterior envelope **improvements**, including the repair of the existing windows to maintain their historical significance.

Sorrento Therapeutics TI, San Diego, CA

Swinerton provided general contracting services for the **buildout** of a new life sciences office building. The five-story core and shell building was constructed by Swinerton prior to buildout. The building features open office space, along with two floors of research and development space for tissue culture laboratories. Also included are cold rooms, autoclaves, and fume hoods throughout the laboratories. The building is equipped with an RO system and an external nitrogen tank that feeds the laboratory sections of the building.

Cross Border Xpress Expansion (CBX), San Diego, CA

Swinerton provided general contracting services for the construction of a new private gateway that allows travelers to pay a fee to check in on the United States side of the border and then cross a bridge that drops them directly into Tijuana International Airport. Work included shoring up a large portion of the existing building, removing tons of pounds of structural steel supports, and replacing the supports with even larger structural steel supports.

SAN13 Lab and Office TI, San Diego, CA

Swinerton provided general contracting services for a three-phase project within an occupied research and development facility. The first phase of the project consisted of the conversion of open office space on the second floor into new laboratory space. The second and third phases of the project consisted of the conversion of small offices and a small conference room on the second floor into open office space for laboratory technicians.

Scott Atwood

SENIOR SUPERINTENDENT, SWINERTON

As Senior Superintendent, Scott is responsible for all phases of construction at the jobsite, including the direction of all work crews, coordination of all subcontractor trades, checking/approval of all shop drawings, and the receipt and utilization of supplies and equipment. He is responsible for implementing and monitoring the safety program, to ensure company safety program and OSHA compliance. This includes the development and enforcement of a jobsite-specific safety plan, training and education of personnel regarding safety requirements, organization of pre-job safety meetings, and jobsite inspection.

YRS AT SWINERTON

28

YRS OF EXPERIENCE

32

AVAILABILITY

10% during design phase and 100% during construction

CERTIFICATIONS

- OSHA 30-Hour
- Safety Trained Supervisor
- Competent Person-Fall Protection

REFERENCES

Jason Chappell
BioMed Realty
858.442.4953
jason.chappell@biomedrealty.com

Russell Ricker
General Atomics
858.312.2810
russell.ricker@ga.com

Darrel Fullbright
Gensler
619.557.2536
darrel_fullbright@gensler.com

PROJECT EXPERIENCE

UCLA Sproul Housing Complex, Los Angeles, CA

Swinerton provided general contracting services for the construction of two new standalone, nine-story residential towers. The **LEED Gold** buildings are set adjacent to the existing Sproul Hall. Totaling 291,000-square feet, they provide 704 beds for student housing. Floors 1-3 of the Sproul South tower include a 750-seat dining facility, multipurpose rooms, offices, and study areas. Floors 4-6 include student dormitory rooms, which house two or three beds per room.

UCSD Osler Parking Structure, La Jolla, CA

Swinerton provided **design-build** general contracting services for the construction of a new six-level post-tensioned concrete parking structure with 1,303 stalls. Swinerton self-performed the extensive concrete scope of work. Using moment frame construction instead of a shearwall design as the seismic system created an open structure with light wells that direct pedestrian flow. A new visitor center and two pedestrian bridges were also built. Both were prefabricated truss frame Cor-ten steel bridges that were craned into place.

Cross Border Xpress Expansion (CBX), San Diego, CA

Swinerton provided general contracting services for the construction of a new private gateway that allows travelers to pay a fee to check in on the United States side of the border and then cross a bridge that drops them directly into Tijuana International Airport. Work included shoring up a large portion of the existing building, removing tons of pounds of structural steel supports, and replacing the supports with even larger structural steel supports.

Scott Atwood

SENIOR SUPERINTENDENT, SWINERTON

PROJECT EXPERIENCE *CONTINUED*

Bank of America Plaza Private Banking, San Diego, CA

Swinerton provided general contracting services for **renovations** to the 20th floor of a 20-story office building. The new private banking space features 23 exterior window offices, eight interior offices, open workstations, a large conference room, two small conference rooms, a reception area, a kitchen, and a NER room. The space features cherry wood doors and glass doors with sidelights; Corian, stone, and granite counters; wood veneer and stone tile walls; and stone and carpet flooring.

Pillsbury Office TI, San Diego, CA

Swinerton provided general contracting services for the **renovation** of an existing office building in Downtown San Diego. Located across the entire 11th floor of the 20-story building, work included upgrades to office space and conference rooms. New finishes, carpet, and paint were also installed throughout. Work was phased and performed during off hours to mitigate the effects of construction to the occupied floor.

Sorrento Therapeutics TI, San Diego, CA

Swinerton provided general contracting services for the **buildout** of a new life sciences office building. The five-story core and shell building was constructed by Swinerton prior to buildout. The building features open office space, along with two floors of research and development space for tissue culture laboratories. Also included are cold rooms, autoclaves, and fume hoods throughout the laboratories. The building is equipped with an RO system and an external nitrogen tank that feeds the laboratory sections of the building.

Union Bank City Heights, San Diego, CA

Swinerton provided general contracting services for **renovations** to an existing Union Bank branch while remaining fully operational. Following selective demolition, work included the installation of new plaster, glass curtainwall, casework, gypsum board, doors, frames, hardware, mechanical systems, and electrical systems. The project contained a high degree of technical/aesthetic complexity, including limited staging areas, innovative solutions to noise and dust, critical path scheduling, and tracking multiple scopes concurrently.

Scripps Bank El Camino Real TI, San Diego, CA

A 7,800-square-foot, fast-track **tenant improvement** on the first floor of the Del Mar Gateway office building. The project scope included coordination of owner-furnished equipment and the installation of a new exterior entry to the tenant space through a unitized stone/curtainwall system. In addition, coordination and installation of anew bank vault, exterior accessible ATM, and a complete teller line. Swinerton Builders constructed the Del MarGateway office building in 2000.

Rogelio Garcia

ASSISTANT PROJECT MANAGER, SWINERTON

As Assistant Project Manager, Rogelio is responsible for the day-to-day administration of the construction project. He supervises the Project Engineer and clerical staff, oversees performance reviews, and directs all field labor onsite. He is responsible for maintaining cost control, preparation of billings, negotiating subcontract change orders, reviewing potential contract changes, maintaining the project schedule, performing takeoffs, writing subcontracts, and making buyouts. He is also responsible for communicating with owner's representatives, while estimating and negotiating owner change orders, RFI's, and submittals.

YRS AT SWINERTON

3

YRS OF EXPERIENCE

5

AVAILABILITY

15% during design phase and 100% during construction

EDUCATION

BS, Civil Engineering
San Diego State University

CERTIFICATIONS

» OSHA 10-Hour

REFERENCES

Ashley Thaxton
Gensler
619.557.2540
ashley_thaxton@gensler.com

Tad Costerison
Taylor Design
415.857.8055
tcosterison@wearetaylor.com

Michelle Morgan
Taylor Design
619.398.0447
mmorgan@wearetaylor.com

PROJECT EXPERIENCE

SDG&E Emergency Operations and Resilience Center, San Diego, CA

Swinerton provided general contracting services for **renovations** to SDG&E's main San Diego business center. Working in a fully occupied two-story building, components included the relocation of the electrical room, the electrical refeed of the entire building, and the installation of new electrical distribution to the building. Two new 10' by 40' video walls were installed for the Fire Science and Climate Division within their Emergency Operations Center.

ASML San Diego SD09, San Diego, CA

Swinerton is providing general contracting services for the **buildout** of the second floor of a newly constructed three-story office building. New spaces include an activity-based working office space, a conference center, and a fitness center. A new stair is being built to connect Level 2 and Level 3. New condensing units and exhaust fans are being installed on the roof. The project is set on a fast-track six-month schedule.

Confidential Tech Client SND16, San Diego, CA

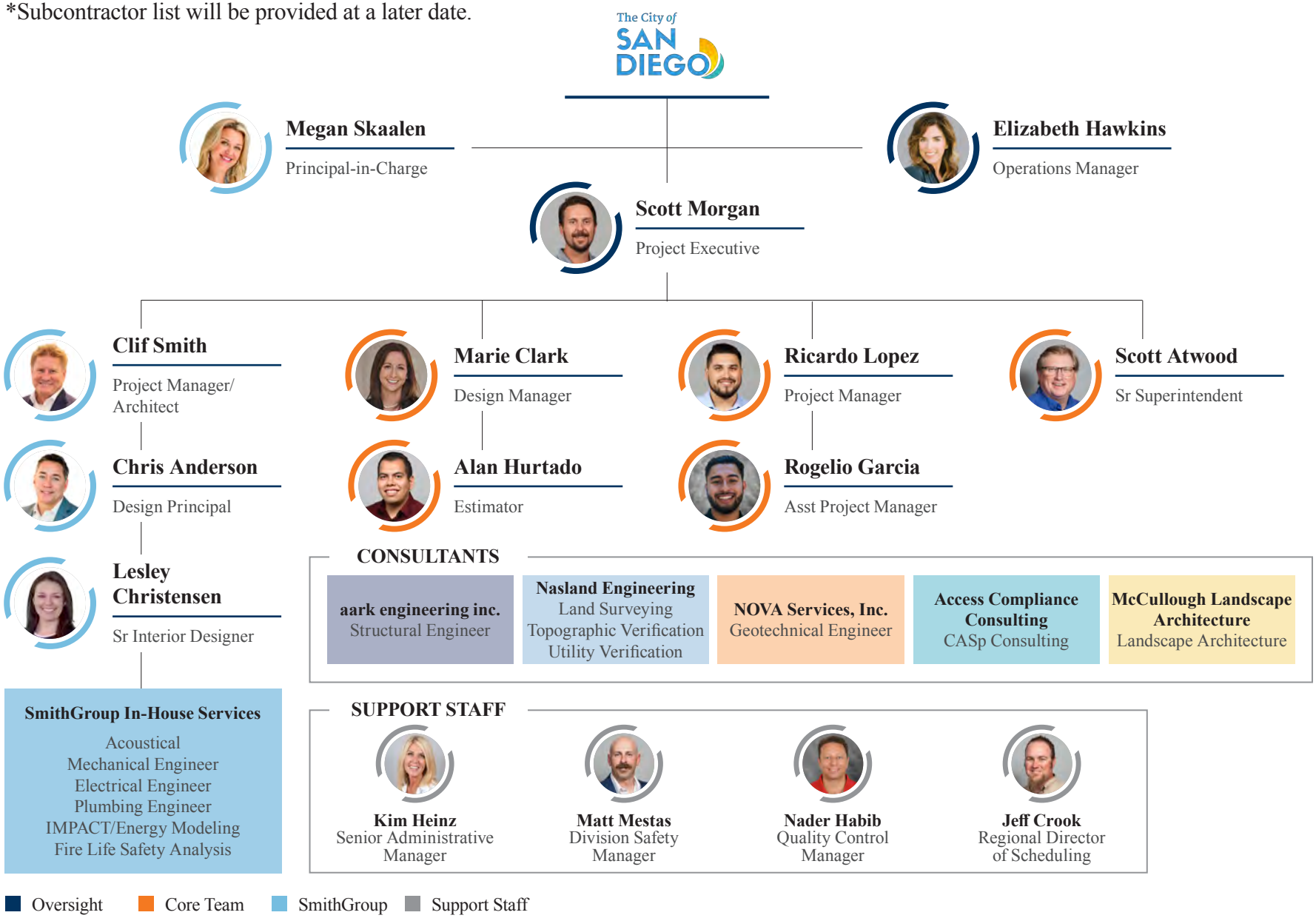
Swinerton provided general contracting services for **renovations** to an existing facility for a confidential technology firm. The **buildout** included electric dry laboratories, research and development spaces, private offices, and open office space.

Confidential Tech Client SND01, San Diego, CA

Swinerton provided general contracting services for **renovations** to research and development space for a confidential technology client. Work on the 28,800-square-foot fourth floor consisted of several laboratory types throughout. Included were laser labs, blacked-out labs, radio frequency labs, conference rooms, and new IDF and MDF rooms. Work on the 23,443-square-foot third floor consisted of offices, conference rooms, breakrooms, lunchrooms, a Distributed Antenna System room, and new IDF rooms.

3.5. Organizational Chart

*Subcontractor list will be provided at a later date.



3.6. Project Partnering and Coordination

Paul Crotty
paul@crewconsultinggroup.com
805.701.4599
Houston, TX

Paul Crotty is certified by the IPI (International Partnering Institute) as a Master Level Partnering Facilitator.

Mr. Crotty has supported billions of dollars of construction projects with every type of delivery method. His clients include: NAVFAC, USACE, GSA, VA, DOE, U.S. State Department, various Health Systems, Intel, JPL, and Fermilab, (to name a few). He has supported and facilitated partnership programs in cities and counties from coast to coast, multiple state DOTs, airports, and water treatment facilities, schools, wind & solar farms, energy and mining projects, and even an international offshore gas storage project, all with military-level precision. Several projects he has supported in San Diego include the US San Diego Federal Courthouse, San Isidro Land Port of Entry, Pure Water Program, and Scripps La Jolla and Encinitas Hospitals.

Mr. Crotty has won **multiple Marvin M. Black Excellence in Partnering and Collaboration Awards** by the AGC, **John M. Martin Partnered Project of the Year Awards** by International Partnering Institute, and **Excellence in Partnering Awards** by Caltrans.

The facilitator will reach out to key team members prior to each partnering session to gather project updates and insights. The partnering sessions are project specific and focus on creating a one-team, one-project mindset along with action plans backed by personal accountability that will enable the team to achieve their project goals. Additionally, the monthly survey is a good tool that can further collect data and input from the team members in order for teams to address issues before they become a problem.

An Award-Winning Partnering Facilitator

- Multiple Marvin M. Black Awards for "Achievement in Partnership & Teamwork Excellence" on major construction projects via the American Association of General Contractors.
- Multiple IPI Partnering Awards for "Excellence and Leadership" in facilitating partnerships.
- Multiple State DOT "Excellence in Partnering" awards.

Certification / Education / Professional Associations

- An IPI - certified Master Facilitator, Mr. Crotty is a longtime member of the International Partnering Institute where he has served as a mentor for new facilitators and is an ongoing presenter at professional symposiums.
- Completed Pacific Integral training, Generating Transformative Change, 2004 - 2005.
- Received Bachelor's Degree in Psychology from Pepperdine University, Malibu, CA, graduating Cum Laude.

4

Technical Approach and Design Concept

4 / TECHNICAL APPROACH AND DESIGN CONCEPT

DESIGN NARRATIVE

4.1. Design Concept

At SmithGroup & Swinerton, our motivation as designers & builders is to create spaces that positively impact the lives of those who inhabit and use them, while acknowledging the broader ecosystem our designs affect. We begin every project with careful consideration of ten principles that ensure a balanced, thoughtful outcome for all stakeholders. These principles, established by the American Institute of Architects, provide a framework for design excellence. However, given the diversity of projects and typologies, not every principle carries equal weight in every design. For instance, a hospital may prioritize well-being and patient care, while museum design may focus on discovery. Each project is unique, and the considerations that guided our design for this project are as follows:

DESIGN FOR INTEGRATION: Our proposal centers on the concept of integration. By regrading and lowering the central court to a single level, we've created a more usable and unified space. The intrusive ramps and retaining walls lining the walks have been removed, for free access and movement throughout the area. We believe our new court feels seamless, accessible, and welcoming, functioning like a town square. Our team also carefully considered how the new program spaces integrate with the theater's operations. We explored various relationships between programmatic functions, and we hope the logic in our assumptions is evident. We recognize true collaboration with staff is essential for the ultimate outcome.

DESIGN FOR EQUITABLE COMMUNITIES: City Heights is home to 16 distinct neighborhoods, a true melting pot of residents evolving over time. With migrants of varying backgrounds, we aim to create a space flexible enough to accommodate this diversity and celebrate it as part of the larger 'renaissance' of the neighborhood highlighted in the Mid-City Communities Plan.

The Weingart Branch Library, NHA Head Start, Officer Jeremy Henwood Memorial Park, along with other schools, parks, and recreation centers beyond provide a necessary civic structure for the community, and we intend to celebrate the theater's role by creating a proper entry, creatively announcing its presence. We understand community input is critical and want this design to express exuberance and vibrancy, reflective of the community itself.

DESIGN FOR ECONOMY: This project is designed to serve the public and is funded through grants and various public sources, making it imperative to keep our design functional and simple to operate. Our design considers the maintenance and upkeep of the facility, including critical components like keeping the main electrical panel, which should result in considerable savings.

DESIGN FOR WATER: Our plant selections include native and drought-tolerant species that require minimal water for maintenance. Additionally, we propose visually expressing water harvesting into a rain garden element via a unique rain chain and spout.

DESIGN FOR RESOURCES: As strong proponents of ecological stewardship, Swinerton / SmithGroup have developed a robust process for suppliers and vendors to qualify for our specifications list, ensuring alignment with company and city values. During product and materials selection, SmithGroup tracks and prioritizes use of Mindful Materials for a holistic sustainability approach. Maximizing time as a resource, selections will also incorporate materials made in the USA and available via quick ship programs. We also aim to integrate local craft and art, such as murals and tilework, to better root the project in the community.

DESIGN NARRATIVE SUMMARY, DESIGN FOR:

- Integration
- Equitable Communities
- Economy
- Water
- Resources
- Discovery

City Heights Town Council Building: a testament to the vibrant community

DESIGN FOR DISCOVERY: While our buildings and spaces need to function beautifully, they also need to inspire and create a sense of wonder. Our proposal embodies a design that is memorable and appropriate for this site. We hope to create a unique experience with a meandering path that encourages you to slow down and notice the journey rather than taking the most direct route. As you approach the court, you might notice interesting design elements, such as a large boulder to sit on, unique paving patterns, a fence casting piano key shadows, or a bright, canted canopy signaling that something special awaits.

The site as part of the structure for building relationships

Space for creativity and expression as a service to the community

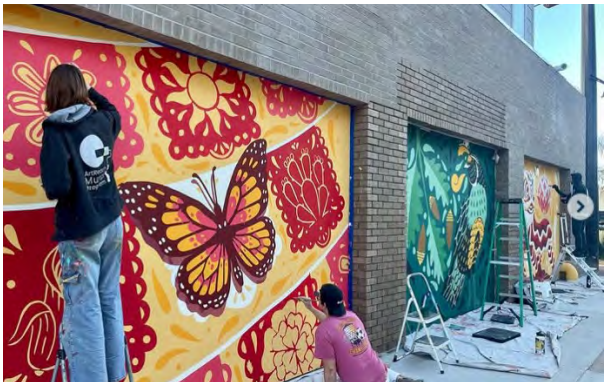
Memoria Terra: art addressing social issues and promoting improvements

4 / TECHNICAL APPROACH AND DESIGN CONCEPT

DESIGN CONCEPT

CELEBRATION OF PLACE

We want this project to bring delight and joy to those who engage with it. Having a place for artistic expression lifts spirits and provides a cultural hub for sharing ideas. It's more about the people than the buildings themselves.



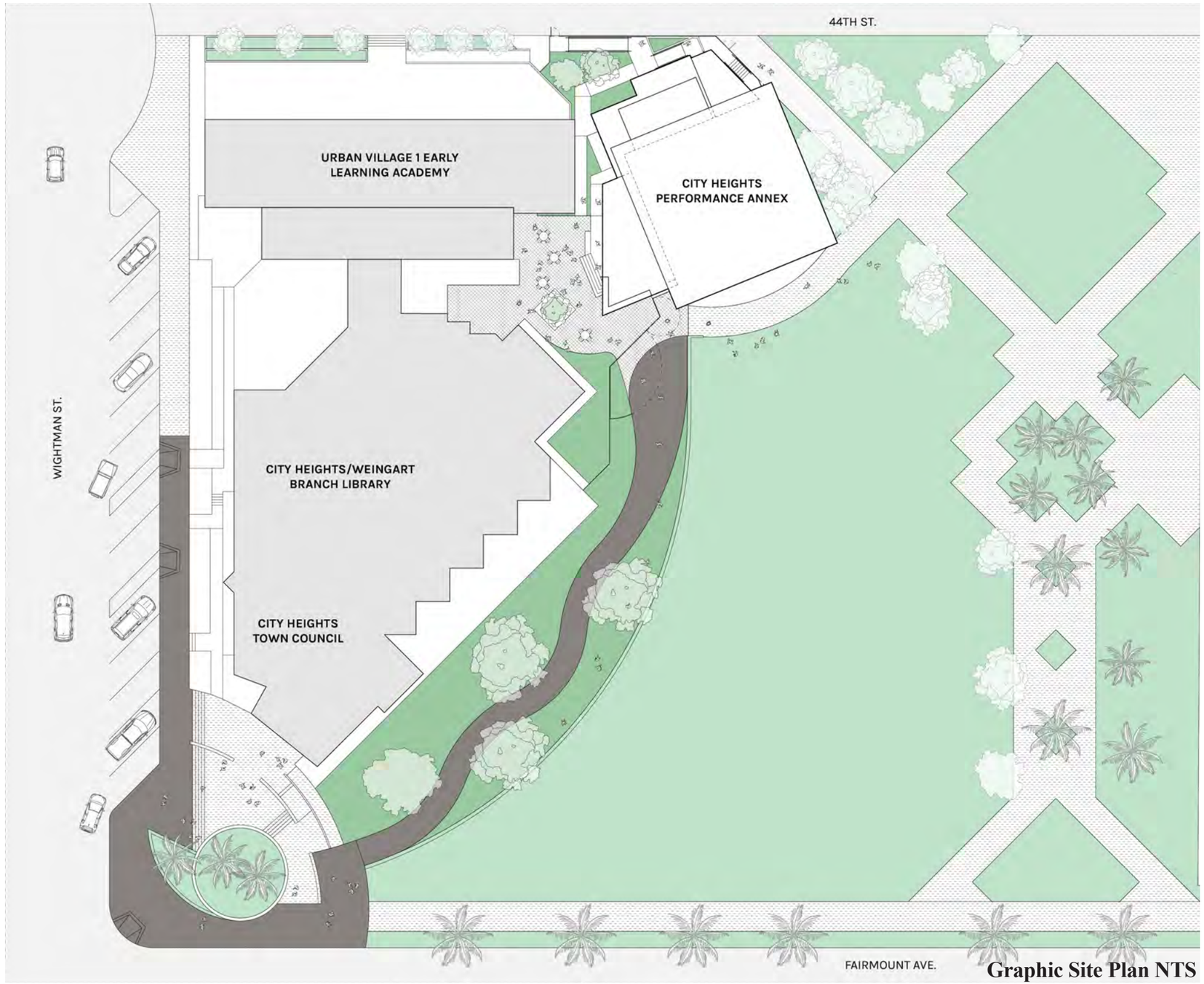
4.1.1. Proposed Design

Swinerton | SmithGroup's proposed design shall meet or exceed the intent of the bridging documents within the limits of budget, schedule, and scope, as shown in this section, starting at the overall site level, focusing in on the central court and building, before heading inside.

SITE APPROACH

Designing for integration starts at the arrival, by creating an expansive, integrated experience, beyond the minimum requirements of providing ADA compliant slopes.

The flexibility provided by the flush grade from the courtyard, to the path, to Officer Jeremy Henwood Memorial Park extends beyond typical use of the Performance Annex – providing ease of logistics for other community and city related needs.



Graphic Site Plan NTS

ENLARGED SITE PLAN

Coming closer to the Performance Annex, a reshaped layout of security fencing removes blind corners incorporates principles of well planned, located, and shaped buildings within the site to enhance supervision and emergency readiness, per Exhibit H.

Large, swinging gates create a generous and welcoming entry experience, allowing the courtyard to extend seamlessly into the adjacent park space.

Further integration of connecting the courtyard to the walking path on the same grade provides ample queuing space down the walk as needed, for future sold out events.

Scale: NTS, Enlargement

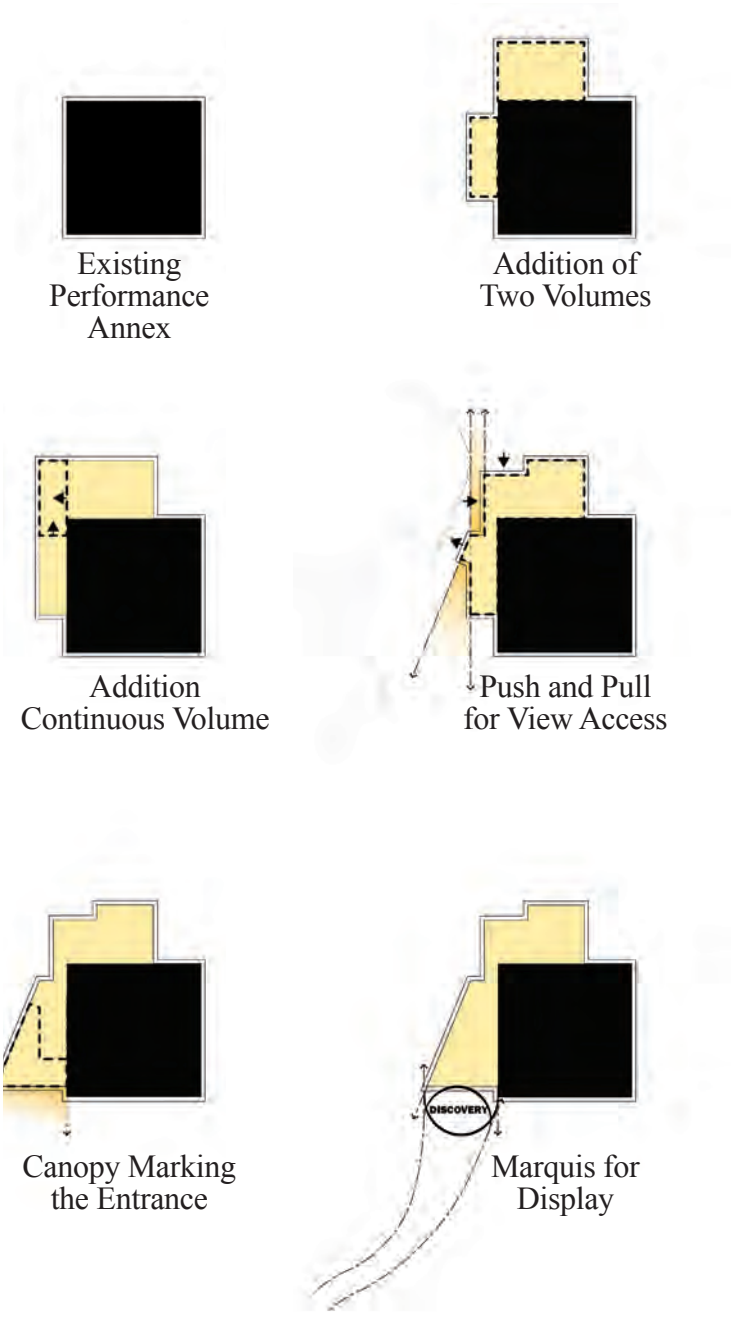
DESIGN DRIVERS

Our goal was to design a space that not only integrates essential programs into the theater but also uses this intervention as a catalyst for improved functionality and placemaking. Although deceptively simple on the surface, this small addition needs to succeed on multiple fronts. It must be conducive to theater operations, accommodate multiple accessible points of entry, and be welcoming, safe, and secure. By creating two volumes that flank the rear and courtyard sides of the plaza, we provide the necessary ramping and passageways for the public while maintaining critical connections to internal program areas.

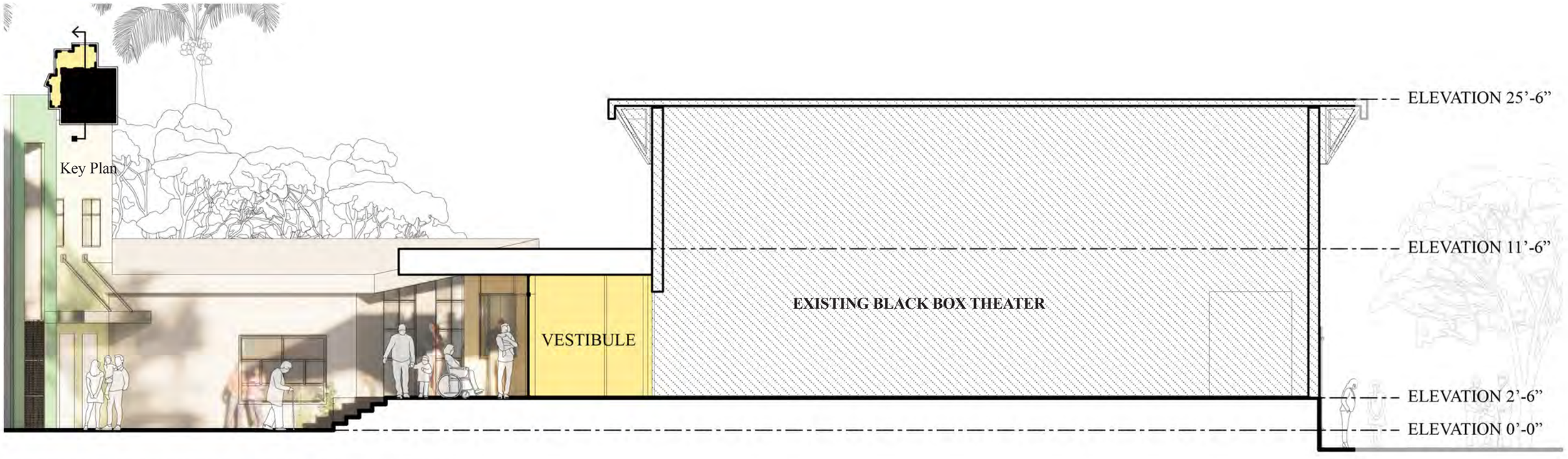
The theater marquee serves as a clear wayfinding marker, offering functional weather protection and an air of excitement for ticket holders. Given the opportunity, we hope to engage local artists and craftspeople to help design the marquee.

PARTI DIAGRAMS

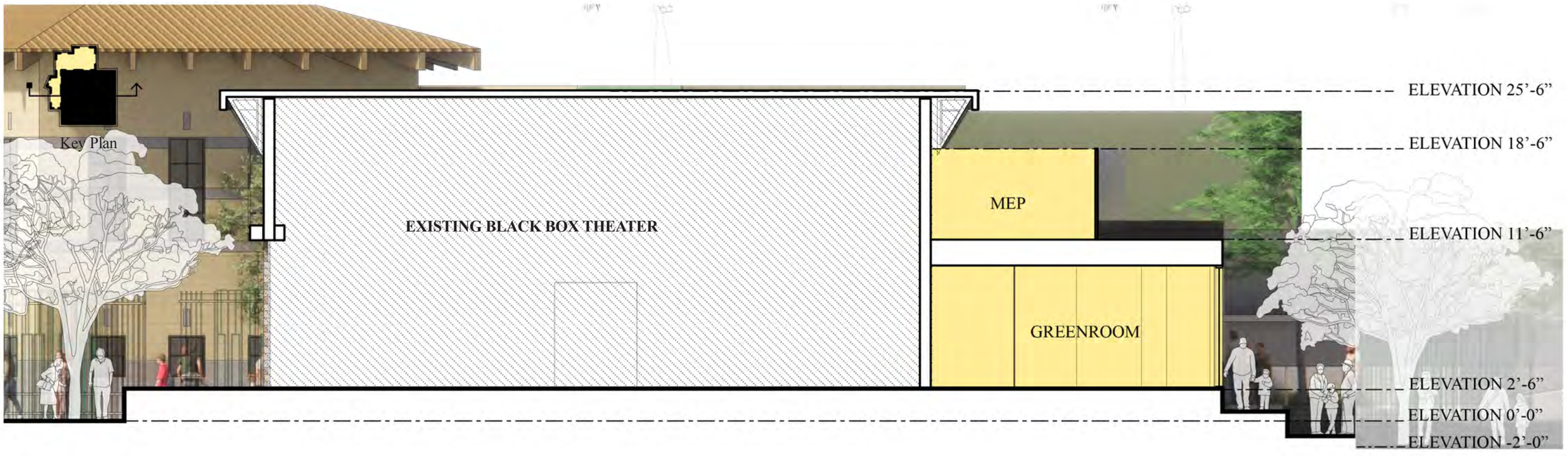
Design Evolution



SECTION THROUGH THE COURTYARD AT NEW VESTIBULE



SECTION THROUGH THE GREEN ROOM ADDITION



Scale: 1/8” = 1’-0” 11x17 page format used to preserve drawing scale

4 / TECHNICAL APPROACH AND DESIGN CONCEPT

ARCHITECTURE & LANDSCAPE

4.1.2. Aesthetics and Functionality

To ensure the built environment ages gracefully, it is imperative that we, as designers, carefully select materials suited to their purpose and designed for longevity. This approach is the true hallmark of sustainable design.

PROPOSED SITE PLAN | HARDSCAPE

From the corner of Wightman Street and Fairmount Avenue, a new meandering path encourages you to slow down and be present as you walk through a newly graded extension to the green space of Officer Jeremy Henwood Memorial Park – one of only three community parks within Mid-City.

The space provided by the ebb and flow of the path allows space within the Weingart Library site to incorporate trees that will shade the path as residents "young and old can use as they walk and enjoy the trail" - in the spirit of the Mid-City Communities Plan's broader goals for the open space around City Heights.

The newly shaped path has additional benefits in improving the perception of the approximately 1-block length route to the Performance Annex and creating potential for incorporating art or signage to give meaning to the length of the walk.

Flat slab boulders along the path serve multiple purposes as well, providing seating and security bollards for the Library building without need for maintenance or issues with skateboarding.

HARDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	QTY
01 PAVEMENTS, RAMPS, CURBS		
	PLAZA PAVERS	2,375 SF
	CONCRETE PEDESTRIAN PAVING	8,477 SF
05 SITE FURNISHINGS		
05-01	BOULDER - LARGE	13
05-02	BOULDER - MEDIUM	12
05-03	BOULDER - SMALL	10
05-05	BISTRO SET	6
05-06	PLANTER	7
06 RAILINGS, BARRIERS, FENCING		
06-01	FENCE	70 LF
09 PLANTING AND LANDSCAPE		
	PLANTING AREA	8,145 SF

Scale: 1" = 30' Site Plan to scale at 1" = 20' cannot be accommodated in this page format.

PROPOSED SITE PLAN | PLANTING

CONCEPT PLANT SCHEDULE

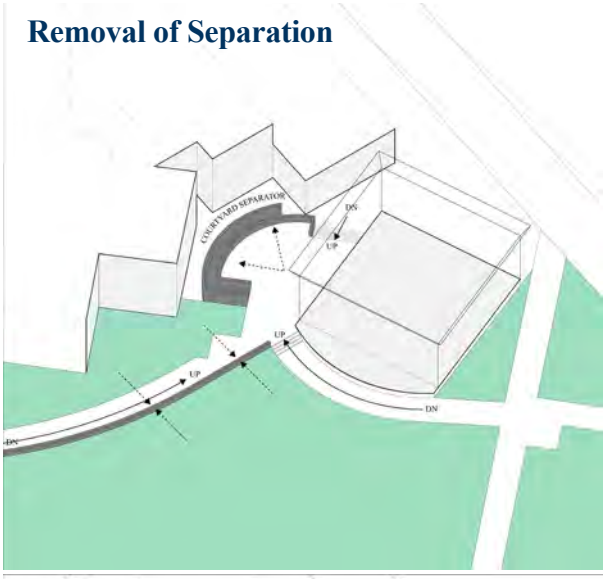
ALLEE TREE - 36" BOX PROSOPIS CHILENSIS / CHILEAN MESQUITE	5
EXISITNG TO BE MOVED GINKGO BILOBA / MAIDENHAIR TREE	1
DROUGHT TOLERANT SHRUB - 15 GAL	7
YELLOW FLOWERING PERENNIAL - 5 GAL	71
ORNAMENTAL GRASS - 5 GAL	38
PURPLE FLOWERING SHRUB - 5 GAL	36
WHITE FLOWERING PERENNIAL - 1 GAL	67
DROUGHT TOLERANT SHRUB - 5 GAL	18
SPILLING GROUNDCOVER - 5 GAL	52
SCULPTURAL PLANT - 5 GAL	25
PURPLE FLOWERING PERENNIAL - 1 GAL	54
SUCCULENT GROUNDCOVER - 1 GAL	106
VINE - 5 GAL	6
SMALL ORNAMENTAL GRASS - 1 GAL	21

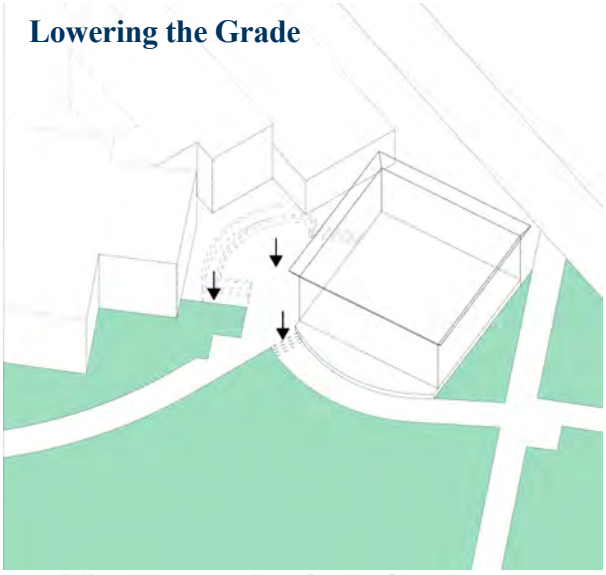
Scale: 1” = 30’ Site Plan to scale at 1” = 20’ cannot be accommodated in this page format.

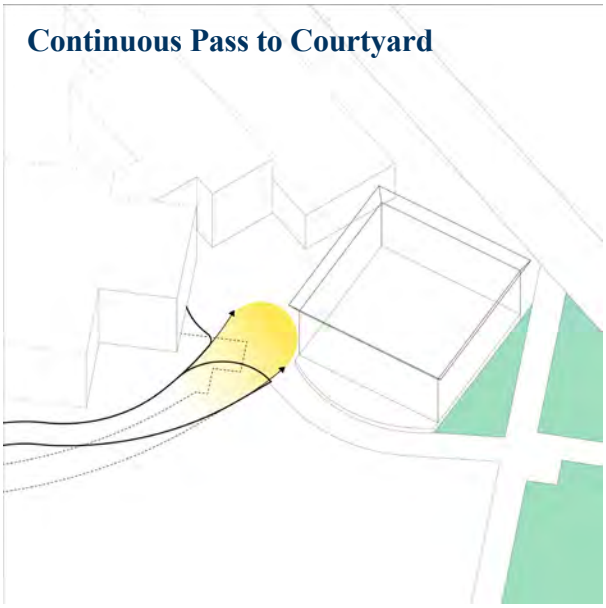
NEW COURTYARD

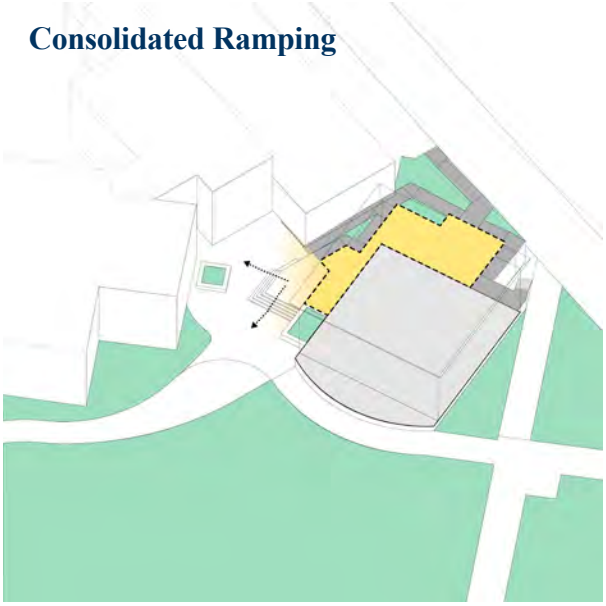
The existing courtyard is bifurcated by a curved 30' long ADA ramp. We feel that prohibitively divides the courtyard space. Even though these courtyard buildings were all built at the same time nothing aligns. Even the individual buildings themselves do not present to the courtyard on the same plane, color or material. Our design team interprets the courtyard space as a uniquely special outdoor community space.

It could be utilized as a pre-function space for the black box theater, a potential small fair/ graduation space for the adjacent kick start program, and an outdoor book fair for the library. These outdoor pop-up events are simply not possible in the current configuration. Our design intent is the unify the courtyard with simple ADA compliant cobblestones and a newly positioned shade tree in the same way European courtyards are created with conflicting streets and materials. This give another outdoor flex space for the theater, library and head start program.









Scale: NTS, Enlargement

BUILDING ELEVATIONS

Scale: 1/8” = 1’-0” 11x17 page format used to preserve drawing scale

BUILDING ELEVATIONS

Scale: 1/8” = 1’-0” 11x17 page format used to preserve drawing scale

APPROACH VIEW OF MAIN ENTRY

VIEW FROM THEATER COURTYARD

VIEW FROM 44TH STREET LOOKING SOUTH

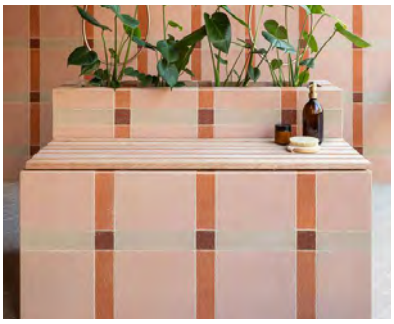
EVENING EVENT VIEW

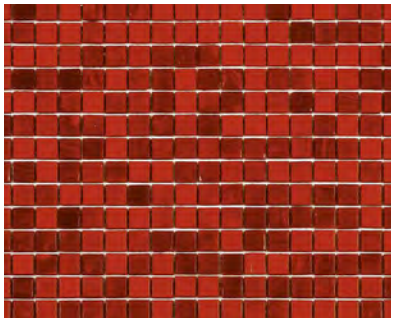
4 / TECHNICAL APPROACH AND DESIGN CONCEPT

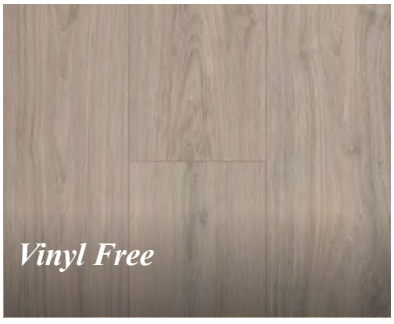
INTERIOR DESIGN

AESTHETICS AND FUNCTIONALITY

The Lobby/Vestibule ushers you in with warm tones featuring a vibrant red mosaic tile – embodying the energy of the performing arts. Interior spaces echo the features in softer, varied hues and formats to create a backdrop for people, costumes, art. Simple geometry in square and rectangular shapes create a link to the exterior language as a common thread.



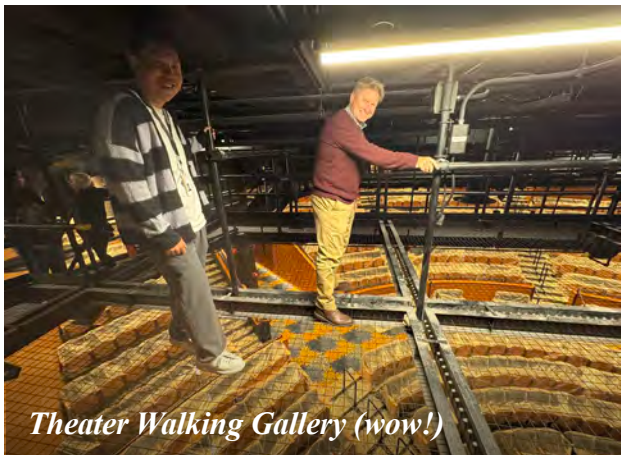




MODEL BUILDING: LYCEUM THEATER

As photographed by the Swinerton | SmithGroup Design Build Team April 16, 2025.

Entry to the Black Box Theater



Theater Walking Gallery (wow!)

Dressing Room, Vanity

Dressing Room, Lavatory Area

INTERIOR VIEWS

The feature red tile mosaic designed to resemble stage curtains runs along the entry wall to the theater while a variety of warm tones invigorate the ceiling plane of the green room.

Lobby / Vestibule

Green Room at Vanity Counter

PROPOSED FLOOR PLAN

A single, contiguous addition provides flexibility and efficiency.

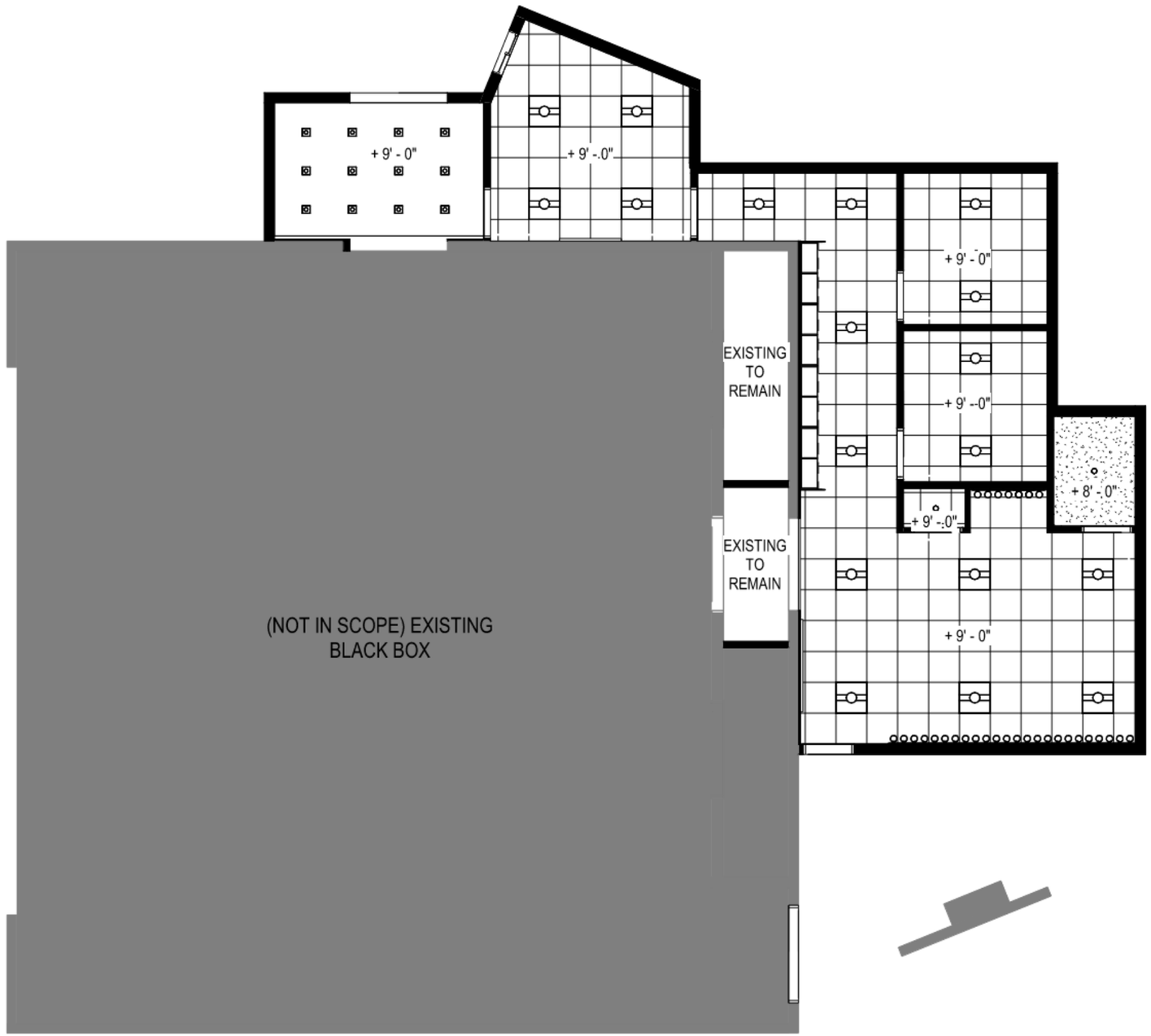
Scale: 1/8” = 1’-0” 11x17 page format used to preserve drawing scale

PROPOSED REFLECTED CEILING PLAN

Durable materials and efficient lighting provide a long-term foundation.

The new design will meet the requirements per Exhibit A to the RFP. The Swinerton | SmithGroup Design-Build team's design incorporates the following changes/ enhancements to the bridging documents:

1. Ceiling design in the Lobby/ Vestibule.
2. Incorporation of control zones to allow for dimming and on/off of general overhead lighting independent from vanity lighting in the Green Room.
3. Proposed use of high NRC ceiling tiles to manage noise levels and sound transfer in the addition.

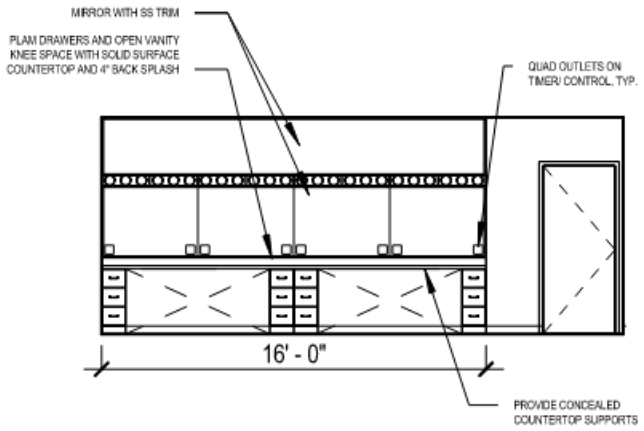


Scale: 1/8" = 1'-0" 11x17 page format used to preserve drawing scale

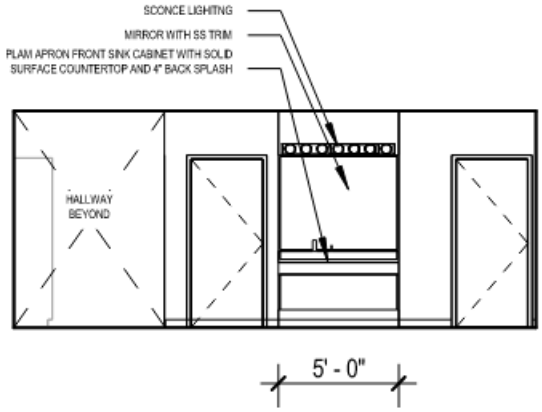
INTERIOR ELEVATIONS

The new design will meet the requirements per Exhibit A to the RFP. The Swinerton | SmithGroup Design-Build team's design incorporates the following changes/ enhancements to the bridging documents:

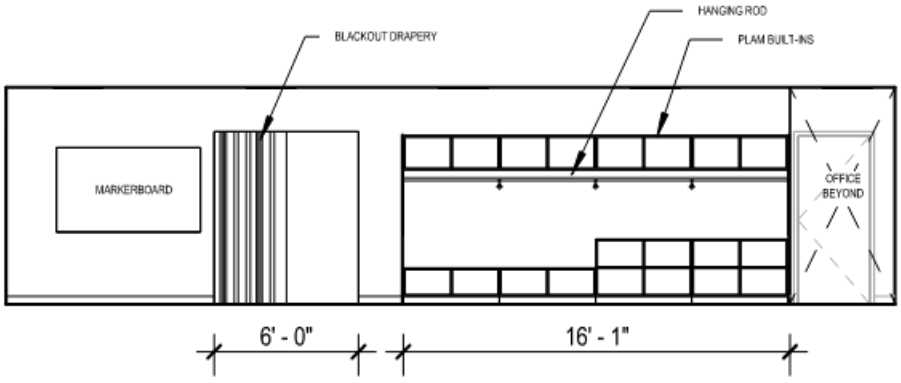
1. Lavatory located outside of Toilet Room provides for flexibility and additional use, such as face and hand washing, make up brush cleaning, etc.
2. Incorporation of a Janitor Closet with mop sink adjacent to the Lavatory and Toilet Room to facilitate easy cleaning.
3. Providing a costume storage/ work area to enhance organization and workflow during events.
4. Behind the blackout drapery at the costume storage, we propose creating an entrance to the existing black box through the existing storage area beneath the catwalk. This solution has many benefits, including:
   - » Central access point provides concealed entry for performers with access to each side of the stage
   - » Maintaining existing second exit from the black box without egressing through another space
   - » Allows for a prop table/actor waiting area



Green Room at Vanity Counter



Green Room at Lavatory Counter



Green Room at Costume Storage / Work Area

Scale: 1/8" = 1'-0"

PUBLIC RESTROOM RENOVATION

Proposed design is for all existing finishes, plumbing fixtures, counters accessories, partition walls, ceilings and ceiling mounted fixtures/ equipment to be demolished and replaced with new.

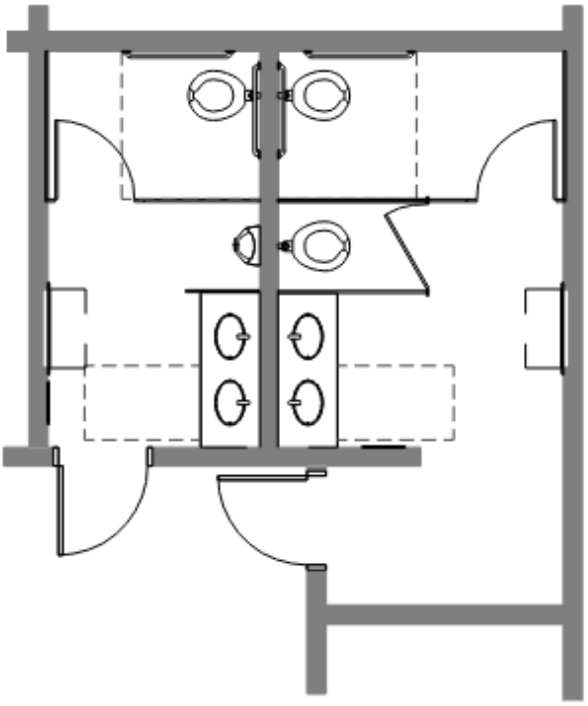
The new design will meet the requirements per Exhibit A to the RFP, including but not limited to:

- Tile flooring and ceramic wall tile up to 60" above finish floor on all walls. Flooring will be porcelain tile for durability.
- All new stainless accessories with satin finish.
- Phenolic toilet and urinal partitions with heavy duty mounting hardware.
- New floor drain covers at existing floor drains. New floor drains will be provided if required based on further field verification of existing floor drains.

All elements, including fixtures, partitions, counters, mirrors, etc., will be selected prioritizing a high safety rating, cleanability, and durability based on the public restroom use.

Product and finish selections will also prioritize sustainability, made in the USA, and lead time/ quick ship options.

To accommodate 100 occupants, the restrooms meet the minimum required plumbing fixture count for water closets and urinals and exceed the lavatory requirements. By providing the additional single occupant restroom in the addition, the project exceeds the requirements and incorporates planning flexibility.



Renovated Restroom Floor Plan

Basis of Design Narratives

STRUCTURAL

The proposed building additions will be designed in accordance with the 2022 California Building Code and will be of reinforced masonry construction with a wood or steel roof. The additions will be designed as structurally attached to the existing building to avoid the need for seismic separations, provided that the existing building remains structurally adequate with the additions considered. New rooftop equipment will be placed on the building additions to avoid the need to reinforce the existing roof structure.

MECHANICAL

The existing 15-ton packaged DX heat pump outdoor air handling unit serving the existing performance space will be disconnected and relocated to the roof of the new addition. Rework of the supply and return ductwork from the unit to the connections inside the building will also be required, along with rebalancing of the system. A new 3-ton packaged DX heat pump outdoor rooftop air handling unit (Trane Precedent) be provided to serve the new addition. All ductwork (supply & return) will connect down through an optional roof curb provided with the new RTU. Return air will be plenum return, with a sound-lined return duct elbow installed on the connection to the RTU. The supply ductwork will be low-velocity ductwork supplying ceiling diffusers for each space. We propose Therma-Fusers (thermally activated VAV diffusers) to provide the users with some temperature control by space type.

ELECTRICAL

A new 125 amp/ 120/208/3Ph panel will be connected to the existing switchboard feeding the existing building. The existing service to the switchboard is assumed to have spare capacity to provide power needed for the addition. The panel will supply power to the new RTU, the lighting and receptacles in the new addition and new site lighting. All egress lighting will be handled utilizing battery backup lighting fixtures.

FIRE ALARM

Fire alarm devices, smoke detectors and pull stations, will be provided in the existing performance space and in the new addition, connected back to the existing fire alarm system in the existing library building.

PLUMBING

New roof drains and overflow roof drains on the new roof will connect to the existing storm drainage piping system. New toilets and janitor's closet plumbing fixtures will have sanitary drainage piping connect to the existing 4" sanitary sewer underground at the back of the building. A new 1-1/2" domestic water connection be provided from the adjacent building's 2" domestic water piping. An electric instantaneous water heater will be provided at addition lavatories and sinks.

FIRE SPRINKLERS

Per site observation, fire sprinklers are not provided in the existing performance space and per code review are not required for the new addition.

4.1.3. Civil/Site ADA

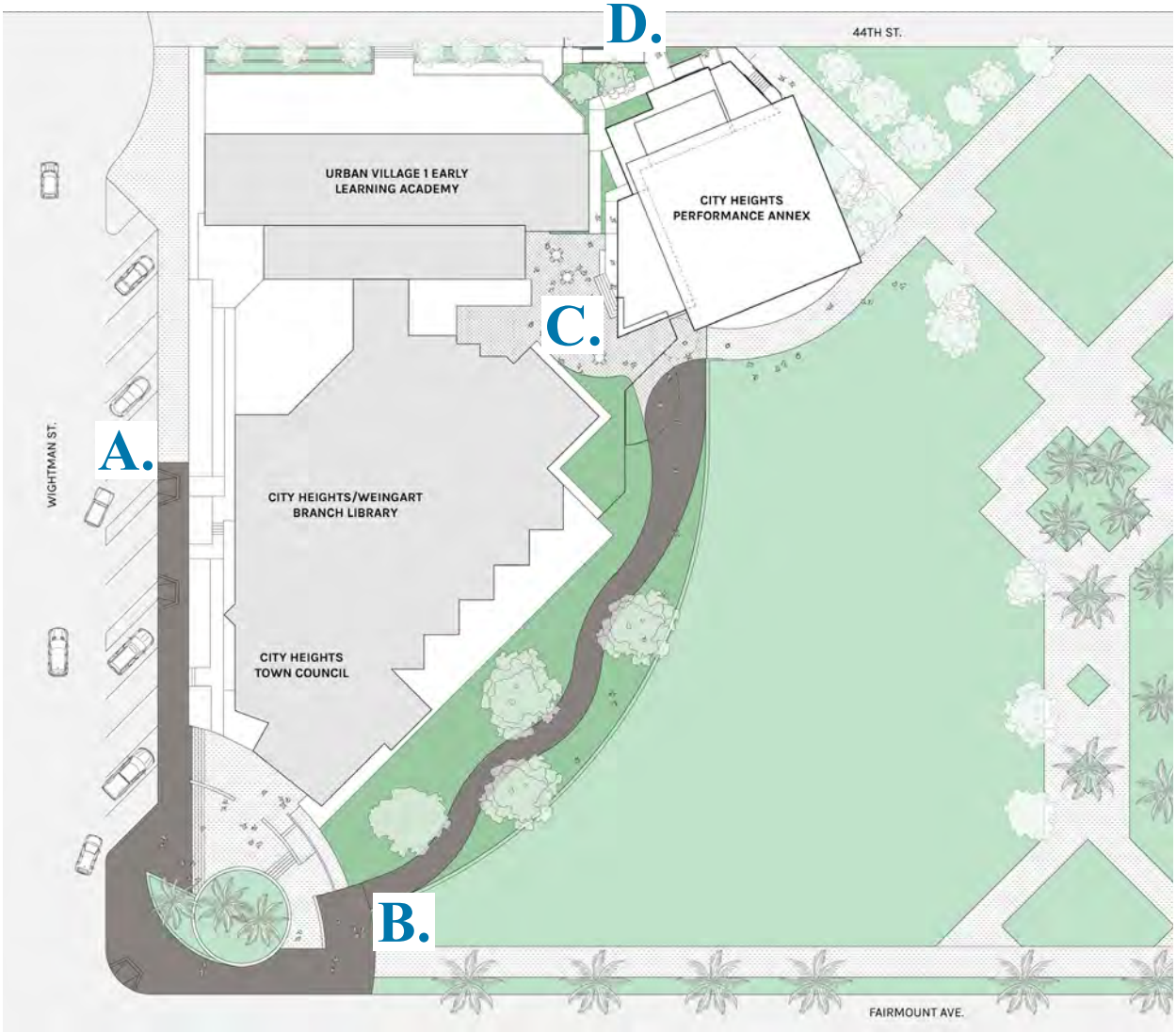
Site ADA compliance will address issues reported by the CASp, expected to include:

A. Parking: new detectable warnings, signage, and striping at Wightman Street.

B. Path: Aligned with bridging documents, the existing sidewalk from parking to the theater entry will be replaced. Exceeding code compliance minimums the low wall at Officer Jeremy Henwood Memorial Park will also be demolished, to grade the new path flush with the park, for an expansive, integrated experience in addition to ADA compliant slopes.

C. Public Entry: The grading plan to provide most access via sidewalks in lieu of ramps continues at the central court by regrading and lowering to the same level as the path. Existing ramps and retaining walls dividing the court will be replaced with consolidated ramps and stair to limit handrails/guards and landings.

D. Event/Performer Entry: Access from 44th Street addresses the grade change it its steepest, providing a ramp for access to all entries, including green room, and black box from one access point.



Graphic Site Plan, Area of Scope NTS

4.1.4. Incorporation of Bid Alternates

ADDITIVE/ALTERNATE A: A new restroom for performers is integrated into the design, without any increase to the provided project schedule or budget.

The same trades/finishes in scope for the public restrooms renovation will be used for efficiencies.

ADDITIVE/ALTERNATE B: We have provided an allowance for a new PV roof system for the existing black box theater. If approved we will do our due diligence to better understand the roof capacity of supporting and new PV system. Please per Cal-Green Code adding PV electrical service to the building will require adding 4 new EV charging stalls one if which to be designated as a van space. This is line item included in our allowance.

Reduction of Floor Space: Related to the quantity of floor space proposed, an enhancement of a single, contiguous addition has been designed for in lieu of two separate additions, which can be served by the same MEP equipment with more efficient distribution and limited to no routing through the existing black box theater. This approach is anticipated to achieve a reduction in scope and cost.

Existing Black Box Not in Scope

The Design-Build team's approach is to exclude the black box theater from scope to improve permitting time and prevent cost adds based on the following:

- Existing flexible theater seating provides accessible seating at the floor level.
- Existing transition from interior to exterior stage does not exceed height for accessibility requirements.

4.1.5. Enhancements

The Swinerton / SmithGroup Design-Build team's strategic design incorporates the following changes/enhancements to the bridging document conceptual plans:

1. Site access is via sidewalks in lieu of ramps where possible to eliminate handrails and landings and increase ease of use.
2. The proposed fence and hardscape layout create a welcoming, natural sense of arrival as one approaches the theater as opposed to hard metal gate as the first impression
3. A location for a mural wall for local artist participation is included to integrate use of art to create community. The mural is seen from both 44th St and the courtyard, for a welcoming façade to all neighboring facilities on the site.
4. The proposed office location in the center of the addition provides views and direct, interior connection from the office to both the entry/courtyard and the back of house, green room area.
5. Proposed Therma-Fusers (thermally activated VAV diffusers) for new addition provides users with limited temperature control, enhancing environmental comfort and saving energy/cost.
6. New restrooms are located for easy tie into existing sewer line.
7. Existing site electrical service box/panel will be maintained in place.
8. Existing mechanical trunk lines and distribution will be maintained/reused
9. Per fire protection code research, fire sprinklers will not be required.

5

Construction Plan

5 / CONSTRUCTION PLAN

5.1.1. Construction Approach and Methods

Our process and approach to completing this important part of your project will be entwined with the design and preconstruction phase. Our construction team will support our design manager with design reviews, detail decisions and will build upon that project knowledge leading into construction.

The tools and process we will bring to you are based on proven steps we have used on previous collaborative design-build projects, as well as lessons learned from those projects.

Our approach will consistently follow a process that:

- Starts with listening
- Is highly collaborative and integrated
- Is based on trust and mutual respect
- Includes continuous owner involvement in decision-making
- Exhibits project-centric behavior
- Is based on transparent decision-making
- Ensures that, at the end of the day, everyone has fun

Some of the techniques we will be employing during construction are:

- Target Value Design
- Dynamic Estimating Process
- Value Engineering
- Constructability Reviews
- Sustainability
- Quality Control Plan
- BIM / Virtual Design and Construction
- Schedule and Cost Risk Mitigation
- Subcontractor Bid Solicitation and Procurement

Our best practices to ensure the project has the highest collaboration and best solutions include:

1. **Emphasize integration** between estimating group, operations group, virtual design and construction group, City Management, and design consultants throughout so that there is seamless transition from preconstruction to construction.
2. **Provide Target to Budget** – Early our team develops a target budget estimate. Swinerton host's a collaboration session to review the estimate in detail with the design team to build consensus and understanding. The target budget is then used as a tool to keep the design progressing within budget.
3. **Providing real time estimate input and trend estimating** to support quick design decisions and immediate feedback.
4. **The utilization of Bluebeam to host design/constructability review sessions.** Bluebeam is used to graphically communicate design suggestions, ask questions, keep a log of all constructability items. The input from all with all partners to bring the best solution to the issue within the required budget.
5. **Proactively provide system studies** to the team for consideration. Utilizing cluster groups to provide analysis and decision making through a lean approach. Working with the design team and the City management on product selection to create specifications that meet the project's design intent, the library design standards, quality level, and cost and schedule requirements.

DESIGN MANAGEMENT/ TARGET VALUE DESIGN

Swinerton will manage the 60%, 90% and 100% design process to ensure that the project is being designed to the Target Budget. This process serves two purposes; one is to meet the project budget, and equally as important is avoiding schedule delays due to redesign. This effort requires interaction with the design team and the City to evaluate building systems and components as the design evolves and as it relates to any changes in construction.

DYNAMIC ESTIMATING PROCESS

For this project, Swinerton's design and budget approach begins with fully understanding City of San Diego's priorities, expectations, the details of the design, and the site constraints. Starting with Bridging documents, we will complete a detailed budget with material and systems quantity survey. Upon award of the project, we would immediately set up a meeting with the City and our design team to review the budget and start the process in establishing the Target Budget that we will be adhering to for the reminder of the project. The cardinal rule of Target Value Design is that the target cost of any single building system cannot be exceeded. The key to making this happen is having an experienced design-build project team that can identify the cost impact associated with design changes and explore solutions that mitigate the cost risks and open lines of constant communications with the City to assure that the budget ultimately delivers the needed program and space for the community. City's engagement and feedback during the development of our Target Value Design process has proven to be one of the most critical aspects of our success in design-build delivery.

Continuous Estimating

Once the Target Budget is developed, the key to staying on budget throughout design and preconstruction is real time knowledge of the current budget, estimate trending and cost impact of decisions. To achieve this, our lead estimator and supporting estimating team would utilize our Destini software to help quickly evaluate changes in the design model that may impact the overall budget. Our team will keep a trending log to guide key decision making to achieve functional design excellence within the budget.

Managing Total Project Exposure

Throughout the Continuous Estimating process, our team will also be setting the stage for 60%, 90%, and 100% budget submission and approval, a critical component to this fast-tracked schedule. Our team will validate our budget at the conclusion of 60%, 90%, and 100% design milestone and engage trade partners to deliver an on-target budget for approval.

VALUE ENGINEERING, VALUE ASSURANCE, & LIFE CYCLE COST ANALYSIS

Our team will take a proactive approach to what we call "value-engineer, value assurance, and management." We review each system and material and ask ourselves:

1. Does this provide the best value for the City Heights Library Performance Annex Improvements project?
2. Would something else work better for the project?

As part of our value-engineer, value assurance and management, the early involvement of our team also allows systems specialists to look beyond the initial direct project construction costs and into the issues of operation costs, maintenance, and replacement costs of alternate systems.

The result of this analysis is the identification of the best long-term system investment for the project. The overall goal of our value assurance methods, combined with our focused and intensive constructability reviews, is to reduce project costs by incorporating the best

materials, systems, methods, and equipment that will provide the desired value, quality, and longevity in addition to the best overall value for the project. Swinerton can provide the recommendations regarding alternative building components, systems, potential construction methods and other information pertinent to value management and assurance.

Value Engineering Methodology

Following the steps listed below, our team takes care to examine all of the effects of the creative, cost-cutting ideas. In that way, our final recommendations represent budget reductions that require the least possible departure from the original aesthetic and functional goals of the project. A Value Engineering (VE) Team, made up of Swinerton, SmithGroup, and other Key Subcontractors are assembled for this process to present findings to the City of San Diego.

The VE team is guided by the following process:

- **Project Review Checklist:** The Project Review Checklist simply lists the major items of work found in the project. Each VE Team member is sent a blank checklist along with drawings, specifications and other available material describing the project. The team reviews the documents, making notes for use in the next phase of the process.
- **Value Engineering 'Big Room' Workshop:** The VE Team convenes for a four-to-eight-hour period to share ideas for lowering costs. The VE Team is encouraged to be as open as possible during the brainstorming session, voicing any ideas. Approximately one-quarter of this time is reserved at the end of the workshop for a brief evaluation of the ideas. This final period looks critically at the major advantages and disadvantages of each idea. Finally, the ideas, with their advantages and disadvantages, are assembled into a VE Workshop Report. We will add a rough order of magnitude for each item in the report and then it is reviewed with the client and the design team who assign an action code. "Yes," indicates that the idea is to be immediately incorporated into the project. "No" indicates that the idea is not to be pursued further. "Maybe" or "Study Required," indicates that the item is to be studied for cost effectiveness and other important issues before a final judgment is made.
- **Alternative Pricing:** The VE Workshop Report items pursued are evaluated for their design and cost impact. An Alternative Pricing Form is prepared describing the idea in as much detail as possible. The form lists the Cost Benefit in either a lump sum estimate or a potential range of costs. Finally, the form lists additional benefits identified during the investigation. With these forms the client can make an educated final judgment about each item.
- **Final Value Engineering Report:** A final list of VE measures is prepared listing all items approved by the client. The design team uses this report as an action list as they proceed into the next phase of design.

CONSTRUCTABILITY REVIEWS

Our team brings significant experience to the constructability review process where we will incorporate our in-house estimating/ preconstruction group and our construction management team to enhance the "buildability" of the City Heights Library Performance Annex Improvements project. The Constructability Team Task Force; Swinerton's Constructability Team Task Force brings a depth of knowledge and resources like no other General Contractor can offer. Also available and part of the Task Force are our top-tier Estimating, Preconstruction, QA/QC, VDC / BIM, Field Supervision, and Safety professionals. This Task Force offers an all-inclusive review and view into constructability.

Swinerton takes an approach comprised of a structured review process for constructability of the design documents in addition to value

analysis and "bid ability", all while ensuring that we minimize or eliminate any potential issues that could arise during the construction process. Our project team will issue reports to City of San Diego, SmithGroup, trade partners, and consultants for review, tracking, discussion, and resolution of any constructability items.

During our constructability reviews, our Constructability Team follows our Eight-step Constructability Review Process, which includes:

1. Initial scoping document review and triage
2. Establish and communicate package schedule/cost/risk and constraints
3. Conduct initial constructability review and complete report
    - Reasonableness of work sequencing
    - Coordination of documents between scope disciplines
    - Adequacy of lead time for material and equipment
    - Site restrictions
4. All-hands meeting to discuss critical issues and key priority issues
5. Initial issue resolution
6. All-hands meeting to confirm constructability – related modifications to be implemented
7. Complete design with minimum weekly virtual model work sessions
8. Final constructability review including implementation crosscheck

Below you will find a sample Constructability review.

QUALITY CONTROL PLAN

As soon as the construction phase starts, we will start implementing a three phase QC process to ensure we have multiple checks and balance approach to guarantee that we are using the right material per the specifications and approved drawings and implement a process to review the installation of the work at multiple phases during the construction. A summary of our process is as follows:

Verification of Material and Equipment at the Time of Delivery

Each trade regardless of their scope of work will be required to inspect materials side by side to ensure compliance with the contract documents. Material traceability is critical throughout the construction process and is of the upmost importance in delivering the highest quality project possible. Once Swinerton has approved the material an inspection request will be submitted to the IOR for their formal verification.

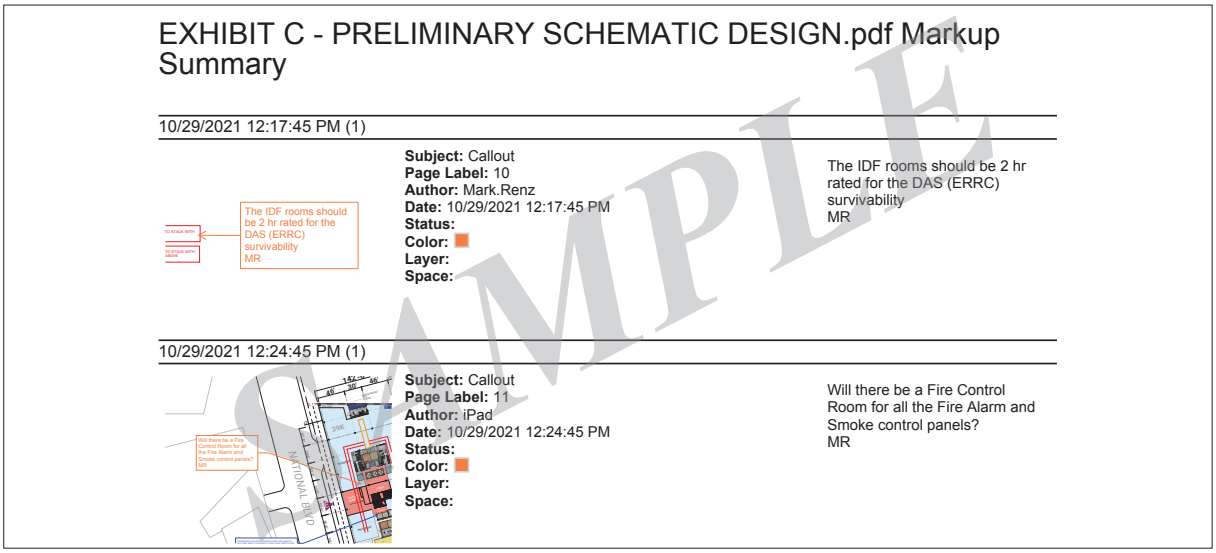


EXHIBIT C - PRELIMINARY SCHEMATIC DESIGN.pdf Markup Summary

10/29/2021 12:17:45 PM (1)

The IDF rooms should be 2 hr rated for the DAS (ERRC) survivability MR

Subject: Callout
Page Label: 10
Author: Mark.Renz
Date: 10/29/2021 12:17:45 PM
Status:
Color:
Layer:
Space:

The IDF rooms should be 2 hr rated for the DAS (ERRC) survivability MR

10/29/2021 12:24:45 PM (1)

Subject: Callout
Page Label: 11
Author: iPad
Date: 10/29/2021 12:24:45 PM
Status:
Color:
Layer:
Space:

Will there be a Fire Control Room for all the Fire Alarm and Smoke control panels?
MR

SAMPLE

Our subcontractors will have an identified QC representative on the project full time, this is normally their foreman, that will be responsible for the materials being placed, as well as the level of craftsmanship provided by their company. All non-conforming items will be brought to the immediate attention of the Swinerton for immediate correction and logged in the Deficiency Log as required.

Constructability Meetings

This meeting is held prior to our pre-installation meetings as we meet with our subcontractors 3-4 weeks prior to starting work to review all deliverables, as well as reviewing contract documents. We use this step as a proactive measure to support quality as well as the construction schedule by vetting out issues and having as many RFI's drafted and answered prior to our pre-installation meeting with the AEOR's and the owner. This makes for a more streamline process.

Pre-Installation Meetings

Pre-Installation Meetings will be conducted with appropriate subcontractors before they commence work on site. These meetings will review each definable feature of subcontractors' work. Most subcontractors will have more than one definable feature of work. These meetings are important and deserve appropriate preparation and attention to detail. In addition to the subcontractors' representatives, the following parties should also be invited, as appropriate:

- Design Team
- Inspection Team
- Facilities Team
- City of San Diego
- Project Management Team

The goal of these meetings is to focus QC efforts on preventing deficiencies rather than detecting deficiencies. Swinerton will schedule these meetings with appropriate attendees and will document and publish meeting minutes.

First Work Quality Control

First Work Quality Control inspections will be accomplished immediately prior to or at commencement of the construction of the very first portion of a definable feature of work to ensure compliance with project requirements.

The First Work QC may be based on a representative amount of actual work completed in place, or a mock-up may be used to represent work that will be put into place. This inspection will be conducted by Swinerton Quality Manager (SQM) and will include the following attendees, as appropriate:

- Owner's representative
- Project Superintendent
- The craft supervisor (either Swinerton's or Subcontractor's) responsible for the definable feature of work.

SQM will notify all attendees of the inspection at least 24 hours in advance. SQM will document and publish minutes of the First Work QC Inspections to all attendees.

The following activities should be considered as part of the First Work Approval process for each definable feature of work:

- Review the minutes from the Pre-Installation Meeting
- Review the Trade Checklists for appropriate items
- Examine work area to assure all preliminary work has been accomplished
- Check dimensions
- Verify that all materials follow contract documents and approved submittals
- Check for use of defective or damaged materials
- Verify that manufacturer's installation instructions are being followed
- Check new work for compliance with contract documents
- Review, and verify approval of QC test results

- Establish the acceptable level of workmanship
- Check for omissions and resolve any differences of interpretation
- Check safety compliance

Follow-Up Quality Control

Follow-up inspections will be conducted by Swinerton, with the appropriate members of the Project Team, as necessary, until completion of all work. These inspections will identify unsatisfactory work that will be recorded by Swinerton on a Deficiency Log and promptly distributed to appropriate subcontractors. Unless otherwise directed or agreed, subcontractors must correct their work within five working days of notification and then notify Swinerton that the items are ready for re-inspection.

Final follow-up checks will be conducted with the appropriate members of the Project Team. Inspection personnel will continually refer to the standards established in the First Work QC approvals when making these inspections.

The Trade Checklists also provide tips on items to be inspected.

- Ensure work continues to conform to the contract documents
- Ensure the quality of workmanship is maintained
- Ensure required tests and inspections are being performed
- Ensure that deficient work is being corrected
- Ensure work is taking place safely

Additional First Work QC inspections may be conducted on the same definable feature of work if:

- The quality of ongoing work is unacceptable
- There are relevant personnel changes
- Work on a definable feature of work is resumed after substantial period of inactivity or other problems develop

BIM / VIRTUAL DESIGN AND CONSTRUCTION

Swinerton prides ourselves on taking the **One Team Approach** to every aspect of a project. During the BIM process, Swinerton's BIM department will be available to support the Design Team, Trade Partners, and the City of San Diego in all aspect of the BIM process in order to streamline the process and create complete transparency.

Optimizing Reality by Building Virtually

Virtual Design and Construction (VDC) optimizes a building's design and trade coordination to prevent errors and minimize waste. At Swinerton, we leverage technology and improved means and to mitigate risk and enable schedule certainty so that construction can proceed efficiently, the first time.

Swinerton's in-house VDC experts bridge communication and coordination between the multidisciplinary teams involved on projects, such as City of San Diego, SmithGroup architects, Swinerton's preconstruction and construction experts, quality control and safety teams, trade partners, and more.

Working as a single team early in the Preconstruction process means that Swinerton is able to identify issues earlier, resolve problems faster, and enable greater collaboration among all stakeholders for a streamlined preconstruction and construction process.

With expertise in BIM, logistics and phasing, laser scanning, design validation and coordination, schedule development, constructability reviews, and virtual mockups, Swinerton's VDC team will work to reduce City Heights Library Performance Annex Improvements project's risk, assess performance, and mitigate cost and schedule overruns.

VDC Approach in Preconstruction

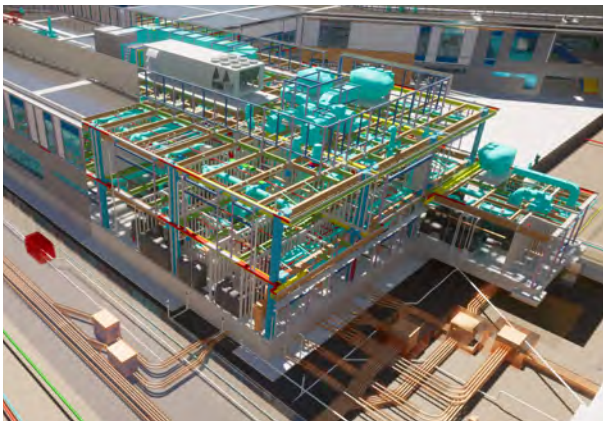
With the goal of driving efficiency during preconstruction, Swinerton's VDC team employs a three-step approach to create buy-in with City of San Diego, SmithGroup Architects, and all stakeholders.

- **Step 1:** The Swinerton team aligns our understanding with City of San Diego's vision and establishes project deliverables, level of the bid documents and which Design Disciplines are needed.
- **Step 2:** Swinerton, SmithGroup and MEPF engineering teams develop a Joint BIM Execution Plan to clearly define BIM responsibilities, expectations, and deliverables. Aligning the design and construction processes in advance helps identify clashes, avoids rework, and reduces additional requests for information (RFIs) that could slow the project or escalate costs.
- **Step 3:** The Swinerton team conducts constructability and design reviews to ensure the building models are accurate and able to be built. In addition, the team engages in design coordination and model-based change analysis to enable efficient collaboration among stakeholders and verify the most up-to-date design details, faster.

Taken together, these steps ensure that City Heights Library Performance Annex Improvements project's stakeholders can operate as a single team in full alignment with the project's goals and expectations.

VDC Approach In Construction

Swinerton collaborates closely with our trade partners to coordinate the digital construction and fabrication models on City Heights Library Performance Annex Improvements project's building systems to ensure constructability without affecting schedule and installation timelines. Our process involves reviewing building system models to detect and prevent clashes between systems as early as possible, and ensuring the model reflects the specified dimensions, materials, and execution. In short, VDC assists with project controls for better reliability on quality, cost, schedule, and trade sequencing flow.



5.1.2. Plan for Operation of Facility During Construction

SCHEDULE MANAGEMENT

Swinerton will develop a project schedule. The schedule will be finalized during the preconstruction phase of the project. The schedule would include design and construction schedule. Outlining all activities that are necessary to plan and execute the design and construction.

These activities include, but are not limited to, the following:

- **Preconstruction meetings:** Bi-weekly design workshops with City; monthly over the shoulder review meeting with AHJs; monthly budget, schedule, and risk register update meetings
- **Designer deliverable milestones:** 60% Design; 90% Design; 100% Design
- **Permits and approvals:** Shoulder to Shoulder review process with AHJs.
- **Subcontract awards:** Design-build trades (Shoring, Elevator, MEPF); Early work trades (Demo, Grading, UG Utilities, Steel); Remaining work trades.
- **Material procurement:** Identify long lead items for early procurement.
- **Submittals**
- **Fabrication and delivery events**
- **Construction activities**
- **Major milestones**

All delivery activities are linked to the installation of the material, providing an accurate picture of the submittal and approval timeline. This allows the Project Team to efficiently plan and review the process.

5.1.3. Plan for Phasing of Construction Activities

Once construction starts, the schedule becomes the primary tool to monitor construction progress, track subcontractor labor and mitigate potential impacts.

The project managers, engineers and superintendents fully understand the basic concepts behind the master project schedule, including content, critical path, and logic.

SCHEDULE & COST RISK MITIGATION

Schedule Risk is mitigated by having details of the design, level of detail on the material selection, and time for the necessary permitting as need will be included in our P6 schedule. Cost Risk is mitigated by proper contract management after the pricing has been received, the goal of awarding the subcontract or material supply within 45 days of receipt of the proposal. This transfers what risk could remain to the one who can best control it, the subcontractor. The subcontractor would be responsible from that point for any cost escalations.

Fast-Track Construction

The collaboration between City of San Diego and the Swinerton | SmithGroup Team during the preconstruction phase enables a seamless transition from the design phase to the construction phase.

Swinerton, SmithGroup and local stakeholders will have a deep understanding of City of San Diego requirements and how best to implement them on the ground, which will mitigate the impact of construction to the surrounding community. The construction schedule will fully detail the project buyout strategy, construction phasing, construction activities and turn-over dates.
We will ensure that during the subcontractor bidding process, we further eliminate potential scope gaps and subcontractor change order conditions that may materialize after the project breaks ground. The key to ensuring that our construction ramp-up process succeeds is simple, we ensure that every line of communication is maintained from the time that the program development begins to final project closeout.

Real time information is critical in quickly knowing the status of the project.
We can trace back to the initiation of an event, evaluate effects, and analyze courses of action. Ultimately, adjustments may require accelerating, adding crews, re-sequencing and/or more detail to work around the challenges. To evaluate such options, our team includes the Trade Contractors in this early recognition process to keep impacts to the project budget within the Target Budget parameters.

Overall, during this phase the following activities will be undertaken and completed:

- Completion of Construction Documents
- Fast-track permitting of site and building construction
- Preconstruction conferences
- Construction Quality Control
- Real-time Subcontractor management, communication, craftmanship quality control
- Temporary Certificate of Occupancy; Substantial Completion of Construction

Weekly & Monthly Reporting

In addition, Swinerton will develop and prepare a monthly Project Status Report to meet any Owner requirements. At a minimum, the report will provide the current status of the schedule, cost projections, change orders, construction milestones, procurement issues, photos, recommendations, unsettled issues and any special concerns that may impact the project. This report, along with pertinent documents, will be submitted to the client resulting in a complete written history of the project.

SUBCONTRACTOR BID SOLICITATION AND PROCUREMENT

To develop the Target Budget, Swinerton team conducted a full bid solicitation of at least 3 qualified bids per trade during the RFP response period. We are committed to Local and Diversity Subcontracting as outlined in Commitment in Local and Diversity Subcontracting section below.

Swinerton requires all subcontractors to go through a stringent prequalification process to ensure they are both qualified and financially stable. With good bid coverage and proper analysis, we can ensure that the Owner will get the best possible value.

Some of the tools that we will use during the RFP response bidding process are:

- Detailed scope abstracts for each trade are provided to subcontractors to ensure that bids are “apples to apples” and the correct scope is included.
- Conduct jobsite walkthroughs for each trade to review existing conditions and answer/document any questions to provide consistent direction regarding scope.
- Creating bid alternates for use as potential value engineering options
- Subcontractor bid analysis and leveling
- Subcontractor interviews
- Ultimately, the Target Budget will be organized for easy analysis and completely open book for City of San Diego review and comment.

BUYOUT AND PROCUREMENT STRATEGY

The City Heights Library Performance Annex Improvements project is a high-profile project that requires a buy-out and procurement strategy that stems from a risk management strategy. Having worked on similar projects we know how to manage risk and turn it into an opportunity. Using our experience and the project specifications to identify all bid packages that will need to be procured, we then strategize on what is the best way to mitigate risk by reviewing each Bid Package for:

Procurement Method

We look at each trade from the viewpoint of what is the best way to procure this package in order to provide best value on schedule and cost, should it be Design-Build or Design-Assist and wait until the document is at a level of completion to competitively procure.

Note that each bid package has identified what level of the bid documents need be and which design disciplines are needed.

Lead Time

The matrix includes historically proven Lead Times by Trade Bid Package; this allows us to identify potential material procurement constraints. Material selection of each specification section is reviewed and addressed for Lead time impacts; these are tracked in both the Submittal Log and on our P6 schedule. Lead time of material includes time for design completion, submittal and show drawing approval, fabrication, and delivery.

Market Availability

Not to be overlooked as a risk on procurement, Market Availability of the Subcontractor trade and Material Suppliers can have a significant impact on price and schedule. With Swinerton consistently the largest GC in California, we have significant buying power in the Subcontractor/Material supplier community. When we solicit those firms, they will be responsive not only in cost, but also procurement of material, and the management of the schedule. With Procurement method, Lead Time, and Market Availability make ready/early work analyzed, we can review and assign our Buy Priority. Our Buy Priority indicates an order to which the group of Bid Packages are procured and sent to the market.

For this project, we will be procuring, during 60% design phase, mechanical, electrical, plumbing, fire sprinkler. This would ensure that we have the trade partners to assist with the design and getting a head start. We would procure make ready work early during 90% design phase to ensure we get a head start.

COMMITMENT TO LOCAL AND DIVERSITY SUBCONTRACTING

Swinerton has a corporate commitment and culture to promote and increase the participation of diverse business enterprises including Small Local Business Enterprise and Emerging Local Business Enterprise. This is not just an effort that we provide for clients that request this consideration; this is a part of Swinerton's culture and our commitment to the communities that we serve.

Swinerton believes Small Local Business Enterprise (SLBE) and Emerging Local Business Enterprise (ELBE) are crucial for promoting economic inclusion and diversity in construction, fostering job creation, driving innovation and competition, and contributing to community development. They bring fresh perspectives, ideas, and competition to markets and diversify supply chains.

Supporting diverse business enterprises is an investment in long-term economic stability and growth.

Meet Kim *Senior Community Relations Manager*

Kim Patton, Swinerton's Senior Community Relations Manager and a San Diego local, has **over a decade of experience** supporting minority, women, veteran, LGBTQ+, and disabled-owned businesses. Her work with 100+ local diverse businesses has fostered growth and strong partnerships with Swinerton. Kim's passionate commitment to actively involving the diverse community shines through her deep understanding of the local market and her work on the City Heights Library Performance Annex Improvements project.

Swinerton is committed to adhering to the Small Local Business Enterprise (SLBE) and Emerging Local Business Enterprise (ELBE) program set-forth in the RFP with our current participation just over 20%.

5.1.4. General Plan for Functional Testing and Start-up.

Please see *5.1.13. General Plan for Functional Testing and Start-up*.

5.1.5. Proposed Safety Program

At its core, Swinerton's Safety Program is about creating a true safety mindset for our workers and trade partners to send every person home safely, every day. Our teams embrace and fully respect this goal.

On every project, we live out our motto: **Make Safety a Habit, Your Family Needs You**. A safe jobsite motivates our workers, saves on project costs, and prevents delays—all of which improve quality and productivity.

A FOUNDATIONAL APPROACH TO SAFETY

Our Safety Program rests on a firm foundation of effective, industry-recognized strategies such as comprehensive safety plans, meticulous pre-planning, ongoing training, and daily mentoring.

Swinerton boasts an exemplary safety record nationwide with a 2024 Experience Modification Rate (EMR) of 0.54—well below the national industry average of 1.00.

On City Heights Library Performance Annex Improvements project, our safety leaders and Superintendent will uphold a safe and healthy jobsite that minimizes risk to workers and the community, with an aggressive goal of zero incidents and zero lost time.

HEALTH AND SAFETY PROGRAM

In 2024, Swinerton released its streamlined Health and Safety Program to fully encompass the company's national reach and create a clear, consistent, and concise document for craftspeople and operations personnel in the field. While our continuous emphasis on safety remains unchanged, our documentation for processes and expectations is now clearer and more accessible than ever before.

Pre-planning, Training, and Exceeding Industry Standards

Swinerton's standard Safety processes emphasize pre-planning, exceeding industry standards for even greater safety, training and continuous improvement at the project and company level, and reporting and improving performance should incidents arise.

- **Robust pre-planning** addresses potential hazards before they can occur.
- **Job Hazard Analyses (JHA)** to identify hazardous work activities prior to mobilization.
- **Activity Hazard Analyses (AHA)** for all trades occur multiple times during a project as needed, primarily three weeks prior to a high-hazard activity. AHAs break down work processes step-by-step to identify hazards and required training for personnel.
- **Ongoing assessment, examination, and planning** of the jobsite and the site's safety plan to adjust for real-world site conditions, large or small.
- **Ongoing in-person training and education** to reinforce safety procedures and practices for specific tasks and general safety.
- **Clear communication** when identifying, analyzing, and preventing possible risks.
- **Accident and incident investigation** to understand the why and how of safety incidents.

5.1.6. Proposed Construction Schedule

Effective resource management in a design-build project involves strategic planning for staffing and work hours to ensure efficiency and project success.

STAFFING MANAGEMENT

- **Integrated Team Structure:** Create a cohesive team this promotes collaboration and quick decision-making.
- **Skill Assessment:** Evaluate team members' skills to assign roles that align with their strengths, ensuring the right expertise is applied at each stage of the project.
- **Clear Roles and Responsibilities:** Define and communicate each team member's role clearly to avoid overlaps and ensure accountability.
- **Staffing Levels:** Adjust staffing levels based on project phases. For instance, increase manpower during critical construction periods.

WORK HOURS MANAGEMENT

- **Flexible Scheduling:** Implement schedules to accommodate peak workloads and optimize labor utilization, which can help in managing overtime costs.
- **Resource Allocation:** Allocate resources based on project needs and deadlines, ensuring that the most critical tasks are adequately staffed at the right times.
- **Time Tracking:** Utilize time-tracking tools to monitor hours worked, helping to identify inefficiencies and adjust staffing as needed.
- **Regular Reviews:** Conduct regular assessments of staffing effectiveness and work hour utilization to make necessary adjustments and improve productivity.

OVERALL STRATEGY

- **Collaboration Tools:** Use project management software to facilitate communication and track resource allocation effectively.
- **Forecasting and Planning:** Anticipate future resource needs based on project milestones, allowing for proactive adjustments.
- **Feedback Mechanism:** Establish a feedback loop to continually refine staffing and scheduling strategies based on project progress and team input.

5.1.7. Traffic Control Management Plan

During heavy demo or mass export of dirt, haul routes will be coordinated with City of San Diego and appropriate permits obtained for trucking. During large concrete pours necessary traffic control permits will be pulled to allow concrete staging offsite as needed.

5.1.8. Construction Approach and Methods

The design-build approach integrates both design and construction phases into a single contract, which can streamline project delivery. Here's how Swinerton manages sequencing:

1. **Collaboration:** Designers and builders work together from the outset, allowing for immediate feedback and adjustments that align design with practical construction methods.
2. **Phased Planning:** The project is often broken down into phases, allowing for concurrent activities. For example, while one part of the design is finalized, another section may begin construction.
3. **Flexibility:** The design-build team can adapt to changes in project scope or conditions quickly, minimizing delays. This is especially useful in addressing unforeseen challenges.
4. **Timelines:** A comprehensive project schedule is developed early on, identifying critical milestones. This helps in tracking progress and ensures that design and construction activities are well-coordinated.

5. **Cost Efficiency:** With design and construction under one umbrella, the team can identify cost-saving opportunities during the design phase, impacting sequencing by prioritizing elements that provide the best value.

In the design-build approach, Swinerton's construction method will follow:

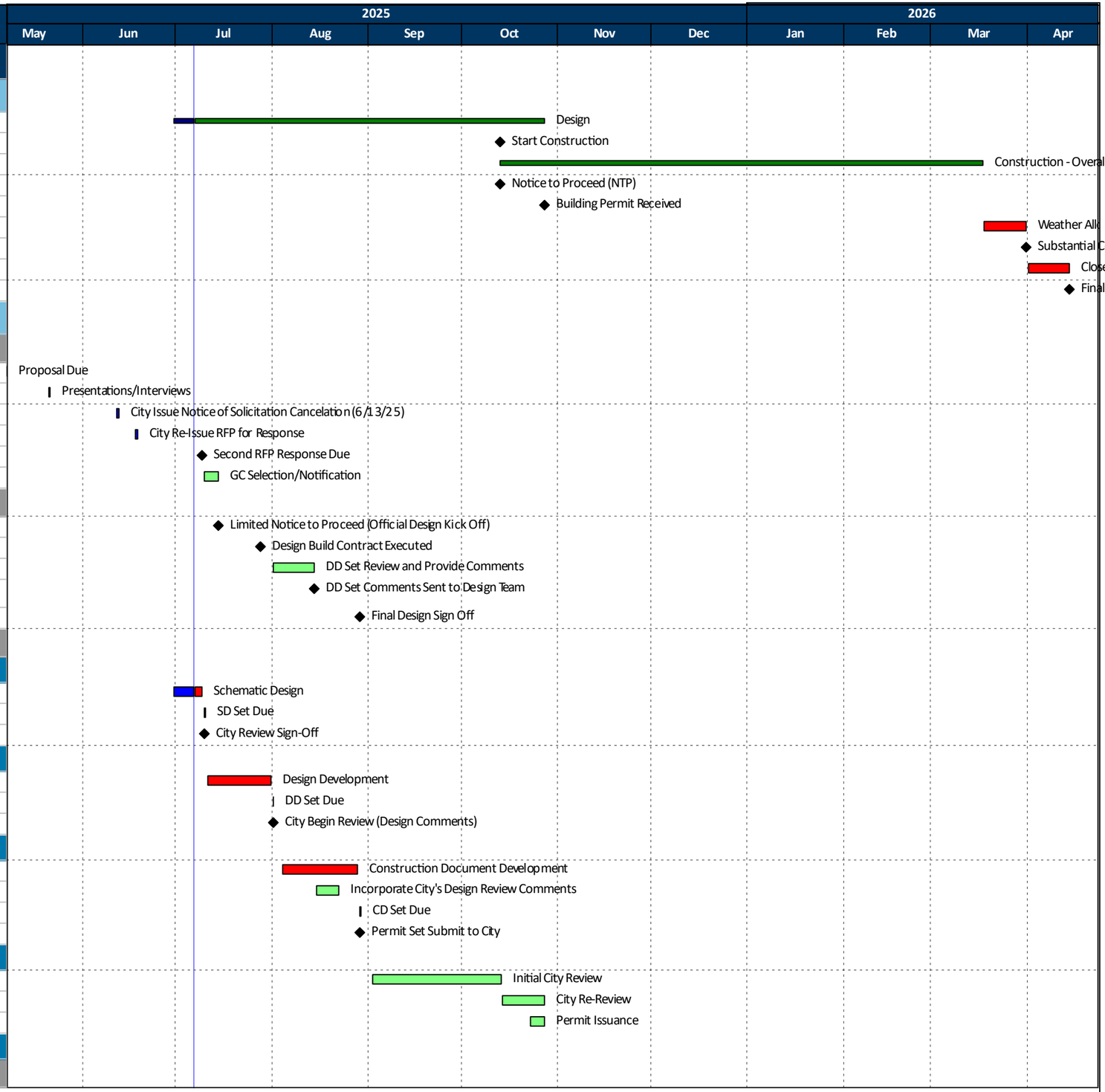
1. **Integrated Team:** The design-build team consists of both designers and contractors, promoting collaboration from project inception. This integration fosters a shared vision and enhances communication.
2. **Early Involvement:** Constructors are involved during the design phase, allowing for practical insights that influence constructability, materials, and sequencing, ultimately improving project feasibility.
3. **Continuous Feedback Loop:** Regular meetings and updates ensure that design and construction progress align. This dynamic allows for real-time problem-solving and adjustments as needed.
4. **Phased Construction:** Project may be divided into phases to enable overlapping design and construction activities. Early phases can be completed while later phases are still in design.
5. **Lean Construction Practices:** Emphasis is placed on minimizing waste and maximizing efficiency. This can involve just-in-time delivery of materials and flexible labor management.
6. **Technology Utilization:** Tools like Building Information Modeling (BIM) are often employed to visualize the project, facilitate coordination, and detect potential issues before they arise.
7. Focus on Quality Control: Since the same entity handles design and construction, there is a strong emphasis on maintaining quality throughout the process, reducing the risk of conflicts and rework.

5.1.9. Proposed Construction Schedule

Please see *5.1.6. Proposed Construction Schedule*.

City of South San Francisco Library, Parks, and Recreation Center

Activity ID	Activity Name	OD	Start	Finish
CHACC Baseline01 Jun 24 DD062425 - SD 050725 (City He		235	5/7/25 A	4/14/26
Milestones and Summary		197	6/30/25 A	4/14/26
CHACC-SUM.1050	Design	73	6/30/25 A	10/27/25
CHACC-SUM.1000	Start Construction	0	10/13/25*	
CHACC-SUM.1010	Construction - Overall Duration	104	10/13/25	3/17/26
CHACC-SUM.1120	Notice to Proceed (NTP)	0	10/13/25*	
CHACC-SUM.1020	Building Permit Received	0		10/27/25
CHACC-SUM.1030	Weather Allowance	10	3/18/26	3/31/26
CHACC-SUM.1130	Substantial Completion (Including Weather Allowance)	0		3/31/26
CHACC-SUM.1150	Closeout Documentation	10	4/1/26	4/14/26
CHACC-SUM.1160	Final Completion	0		4/14/26
Pre-Construction		122	5/7/25 A	10/27/25
Contractor Selection		48	5/7/25 A	7/14/25
CHACC-PRE.1000	Proposal Due	1	5/7/25 A	5/7/25 A
CHACC-PRE.1010	Presentations/Interviews	5	5/21/25 A	5/21/25 A
CHACC-PRE.1200	City Issue Notice of Solicitation Cancelation (6/13/25)	5	6/12/25 A	6/12/25 A
CHACC-PRE.1220	City Re-Issue RFP for Response	5	6/18/25 A	6/18/25 A
CHACC-PRE.1210	Second RFP Response Due	0		7/9/25*
CHACC-PRE.1020	GC Selection/Notification	3	7/10/25	7/14/25
City of San Diego Deliverable Milestones		33	7/14/25	8/29/25
A1000	Limited Notice to Proceed (Official Design Kick Off)	0		7/14/25
A1040	Design Build Contract Executed	0		7/28/25*
A1010	DD Set Review and Provide Comments	10	8/1/25	8/14/25
A1020	DD Set Comments Sent to Design Team	0		8/14/25
A1030	Final Design Sign Off	0		8/29/25
Design & Permitting		77	6/30/25 A	10/27/25
Preliminary Design (SD)		8	6/30/25 A	7/10/25
CHACC-PRE.1030	Schematic Design	3	6/30/25 A	7/9/25
CHACC-PRE.1040	SD Set Due	1	7/10/25	7/10/25
CHACC-PRE.1140	City Review Sign-Off	0		7/10/25
Design (DD)		16	7/11/25	8/1/25
CHACC-PRE.1050	Design Development	15	7/11/25	7/31/25
CHACC-PRE.1060	DD Set Due	1	8/1/25	8/1/25
CHACC-PRE.1180	City Begin Review (Design Comments)	0		8/1/25
Design (CD)		20	8/4/25	8/29/25
CHACC-PRE.1070	Construction Document Development	19	8/4/25	8/28/25
CHACC-PRE.1230	Incorporate City's Design Review Comments	6	8/15/25	8/22/25
CHACC-PRE.1080	CD Set Due	1	8/29/25	8/29/25
CHACC-PRE.1190	Permit Set Submit to City	0		8/29/25
Design (Permit)		40	9/2/25	10/27/25
CHACC-PRE.1090	Initial City Review	30	9/2/25	10/13/25
CHACC-PRE.1160	City Re-Review	10	10/14/25	10/27/25
CHACC-PRE.1170	Permit Issuance	3	10/23/25	10/27/25
Design (Permit)-1		0		
Bid and Award		35	9/2/25	10/20/25

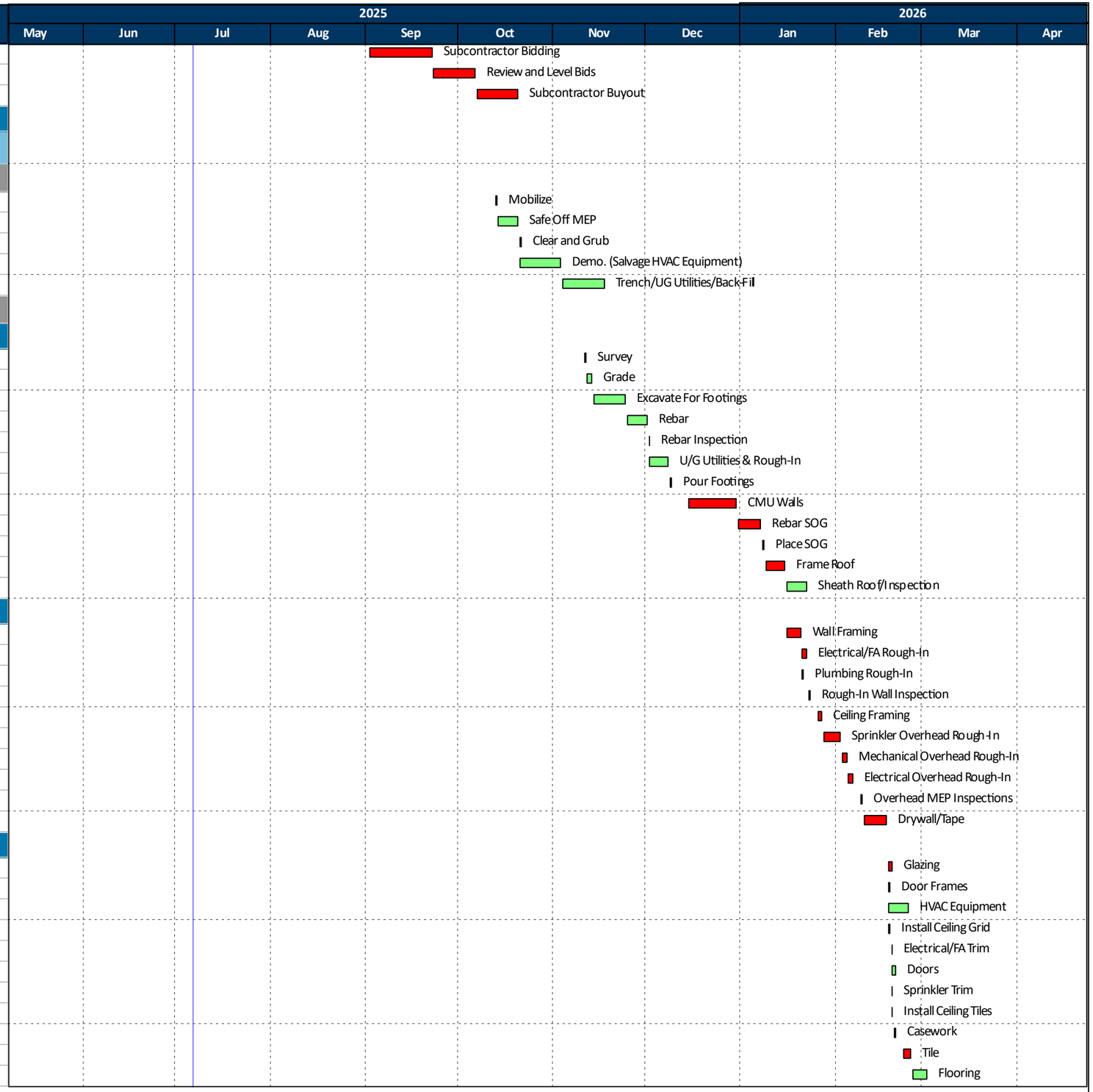


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

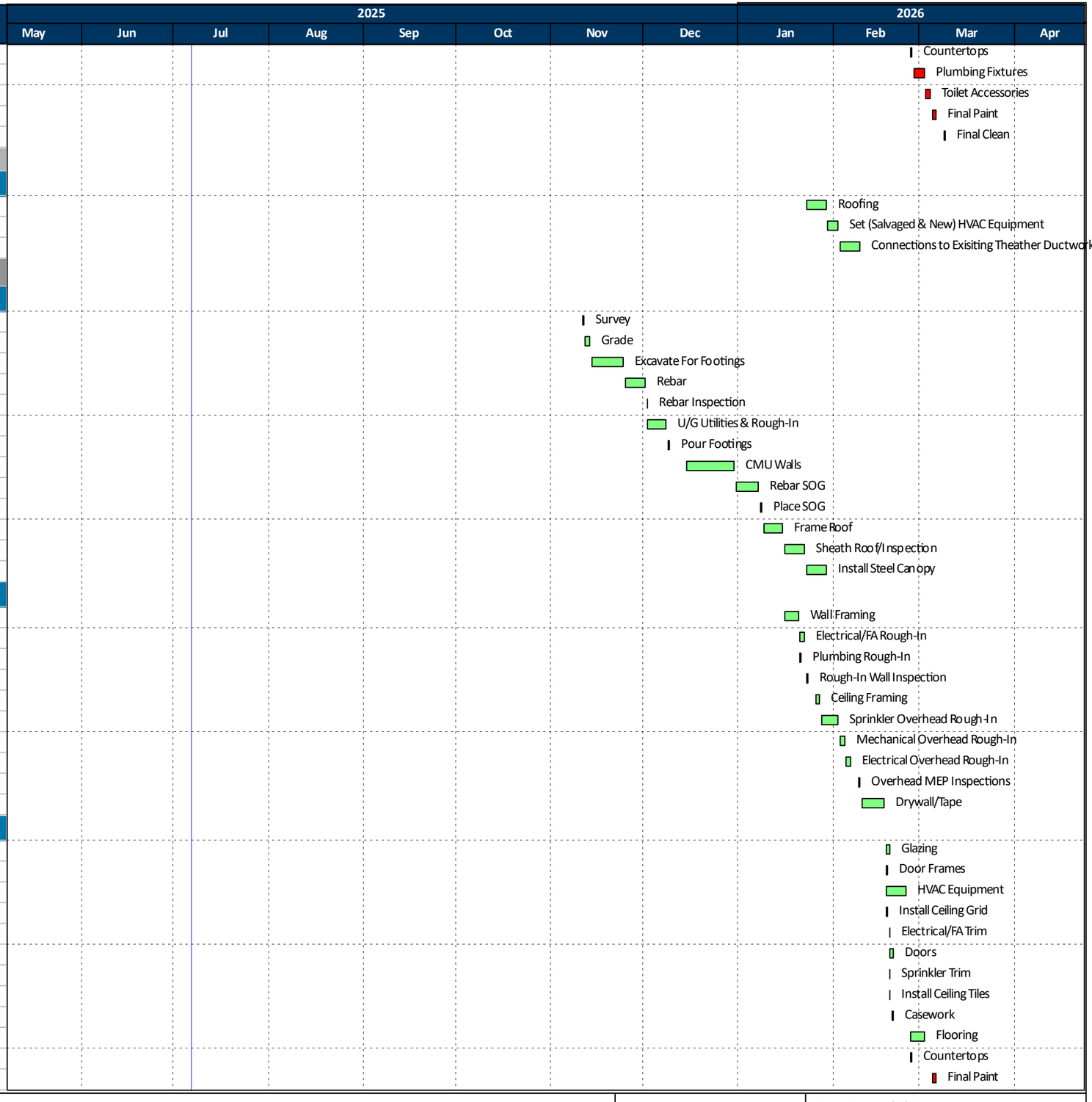
CHACC Baseline01 Jun 24 DD062425 - SD 050725 (City Heights Library) - P00D
Remaining Activities

Run Date :7/8/25
Data Date: 7/7/25

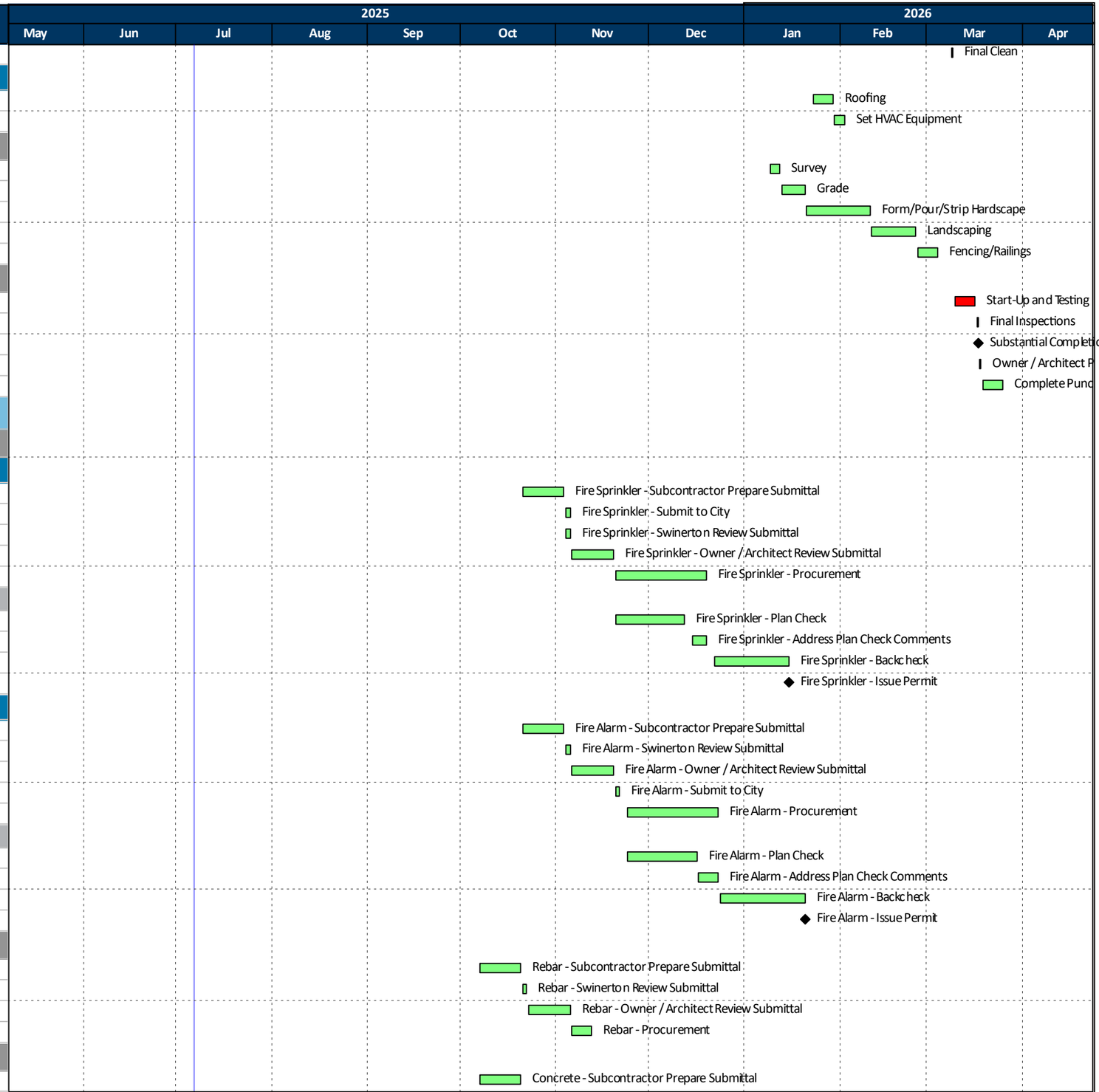
Activity ID	Activity Name	OD	Start	Finish
CHACC-PRE.1100	Subcontractor Bidding	15	9/2/25	9/22/25
CHACC-PRE.1110	Review and Level Bids	10	9/23/25	10/6/25
CHACC-PRE.1150	Subcontractor Buyout	10	10/7/25	10/20/25
Early Buyout		0		
Construction		110	10/13/25	3/25/26
Demo / Site Utilities		26	10/13/25	11/17/25
CHACC-C.1390	Mobilize	1	10/13/25	10/13/25
CHACC-C.1250	Safe Off MEP	5	10/14/25	10/20/25
CHACC-C.1090	Clear and Grub	1	10/21/25	10/21/25
CHACC-C.1100	Demo. (Salvage HVAC Equipment)	10	10/21/25	11/3/25
CHACC-C.1120	Trench/UG Utilities/Back-Fil	10	11/4/25	11/17/25
Green Room / Dressing Rooms		77	11/11/25	3/9/26
Structure		46	11/11/25	1/22/26
CHACC-C.GR.1020	Survey	1	11/11/25	11/11/25
CHACC-C.GR.1030	Grade	2	11/12/25	11/13/25
CHACC-C.GR.1040	Excavate For Footings	7	11/14/25	11/24/25
CHACC-C.GR.1060	Rebar	3	11/25/25	12/1/25
CHACC-C.GR.1070	Rebar Inspection	1	12/2/25	12/2/25
CHACC-C.GR.1080	U/G Utilities & Rough-In	5	12/2/25	12/8/25
CHACC-C.GR.1090	Pour Footings	1	12/9/25	12/9/25
CHACC-C.GR.1100	CMU Walls	10	12/15/25	12/30/25
CHACC-C.GR.1110	Rebar SOG	4	12/31/25	1/7/26
CHACC-C.GR.1120	Place SOG	1	1/8/26	1/8/26
CHACC-C.GR.1130	Frame Roof	5	1/9/26	1/15/26
CHACC-C.GR.1160	Sheath Roof/Inspection	4	1/16/26	1/22/26
Framing/Rough-In		21	1/16/26	2/17/26
CHACC-C.GR.1170	Wall Framing	2	1/16/26	1/20/26
CHACC-C.GR.1200	Electrical/FA Rough-In	2	1/21/26	1/22/26
CHACC-C.GR.1350	Plumbing Rough-In	1	1/21/26	1/21/26
CHACC-C.GR.1370	Rough-In Wall Inspection	1	1/23/26	1/23/26
CHACC-C.GR.1390	Ceiling Framing	2	1/26/26	1/27/26
CHACC-C.GR.1180	Sprinkler Overhead Rough-In	4	1/28/26	2/2/26
CHACC-C.GR.1380	Mechanical Overhead Rough-In	2	2/3/26	2/4/26
CHACC-C.GR.1400	Electrical Overhead Rough-In	2	2/5/26	2/6/26
CHACC-C.GR.1360	Overhead MEP Inspections	1	2/9/26	2/9/26
CHACC-C.GR.1230	Drywall/Tape	5	2/10/26	2/17/26
Finishes		14	2/18/26	3/9/26
CHACC-C.GR.1140	Glazing	2	2/18/26	2/19/26
CHACC-C.GR.1210	Door Frames	1	2/18/26	2/18/26
CHACC-C.GR.1320	HVAC Equipment	5	2/18/26	2/24/26
CHACC-C.GR.1000	Install Ceiling Grid	1	2/18/26	2/18/26
CHACC-C.GR.1280	Electrical/FA Trim	1	2/19/26	2/19/26
CHACC-C.GR.1220	Doors	2	2/19/26	2/20/26
CHACC-C.GR.1240	Sprinkler Trim	1	2/19/26	2/19/26
CHACC-C.GR.1010	Install Ceiling Tiles	1	2/19/26	2/19/26
CHACC-C.GR.1190	Casework	1	2/20/26	2/20/26
CHACC-C.GR.1150	Tile	3	2/23/26	2/25/26
CHACC-C.GR.1290	Flooring	3	2/26/26	3/2/26



Activity ID	Activity Name	OD	Start	Finish
CHACC-C.GR.1300	Countertops	1	2/26/26	2/26/26
CHACC-C.GR.1260	Plumbing Fixtures	2	2/27/26	3/2/26
CHACC-C.GR.1310	Toilet Accessories	2	3/3/26	3/4/26
CHACC-C.GR.1340	Final Paint	2	3/5/26	3/6/26
CHACC-C.GR.1410	Final Clean	1	3/9/26	3/9/26
Restroom		0		
Roof		12	1/23/26	2/9/26
CHACC-C.GR.1500	Roofing	5	1/23/26	1/29/26
CHACC-C.GR.1510	Set (Salvaged & New) HVAC Equipment	2	1/30/26	2/2/26
CHACC-C.GR.1520	Connections to Exisiting Theather Ductwork	5	2/3/26	2/9/26
Ticket Window / Vestibule		77	11/11/25	3/9/26
Structure		51	11/11/25	1/29/26
CHACC-C.TW.1000	Survey	1	11/11/25	11/11/25
CHACC-C.TW.1010	Grade	2	11/12/25	11/13/25
CHACC-C.TW.1020	Excavate For Footings	7	11/14/25	11/24/25
CHACC-C.TW.1040	Rebar	3	11/25/25	12/1/25
CHACC-C.TW.1050	Rebar Inspection	1	12/2/25	12/2/25
CHACC-C.TW.1060	U/G Utilities & Rough-In	5	12/2/25	12/8/25
CHACC-C.TW.1070	Pour Footings	1	12/9/25	12/9/25
CHACC-C.TW.1080	CMU Walls	10	12/15/25	12/30/25
CHACC-C.TW.1090	Rebar SOG	4	12/31/25	1/7/26
CHACC-C.TW.1100	Place SOG	1	1/8/26	1/8/26
CHACC-C.TW.1110	Frame Roof	5	1/9/26	1/15/26
CHACC-C.TW.1120	Sheath Roof/Inspection	4	1/16/26	1/22/26
CHACC-C.TW.1350	Install Steel Canopy	5	1/23/26	1/29/26
Framing/Rough-In		21	1/16/26	2/17/26
CHACC-C.TW.1130	Wall Framing	2	1/16/26	1/20/26
CHACC-C.TW.1140	Electrical/FA Rough-In	2	1/21/26	1/22/26
CHACC-C.TW.1150	Plumbing Rough-In	1	1/21/26	1/21/26
CHACC-C.TW.1160	Rough-In Wall Inspection	1	1/23/26	1/23/26
CHACC-C.TW.1170	Ceiling Framing	2	1/26/26	1/27/26
CHACC-C.TW.1190	Sprinkler Overhead Rough-In	4	1/28/26	2/2/26
CHACC-C.TW.1210	Mechanical Overhead Rough-In	2	2/3/26	2/4/26
CHACC-C.TW.1220	Electrical Overhead Rough-In	2	2/5/26	2/6/26
CHACC-C.TW.1230	Overhead MEP Inspections	1	2/9/26	2/9/26
CHACC-C.TW.1240	Drywall/Tape	5	2/10/26	2/17/26
Finishes		14	2/18/26	3/9/26
CHACC-C.TW.1250	Glazing	2	2/18/26	2/19/26
CHACC-C.TW.1260	Door Frames	1	2/18/26	2/18/26
CHACC-C.TW.1270	HVAC Equipment	5	2/18/26	2/24/26
CHACC-C.TW.1280	Install Ceiling Grid	1	2/18/26	2/18/26
CHACC-C.TW.1330	Electrical/FA Trim	1	2/19/26	2/19/26
CHACC-C.TW.1300	Doors	2	2/19/26	2/20/26
CHACC-C.TW.1340	Sprinkler Trim	1	2/19/26	2/19/26
CHACC-C.TW.1360	Install Ceiling Tiles	1	2/19/26	2/19/26
CHACC-C.TW.1290	Casework	1	2/20/26	2/20/26
CHACC-C.TW.1310	Flooring	3	2/26/26	3/2/26
CHACC-C.TW.1320	Countertops	1	2/26/26	2/26/26
CHACC-C.TW.1380	Final Paint	2	3/5/26	3/6/26

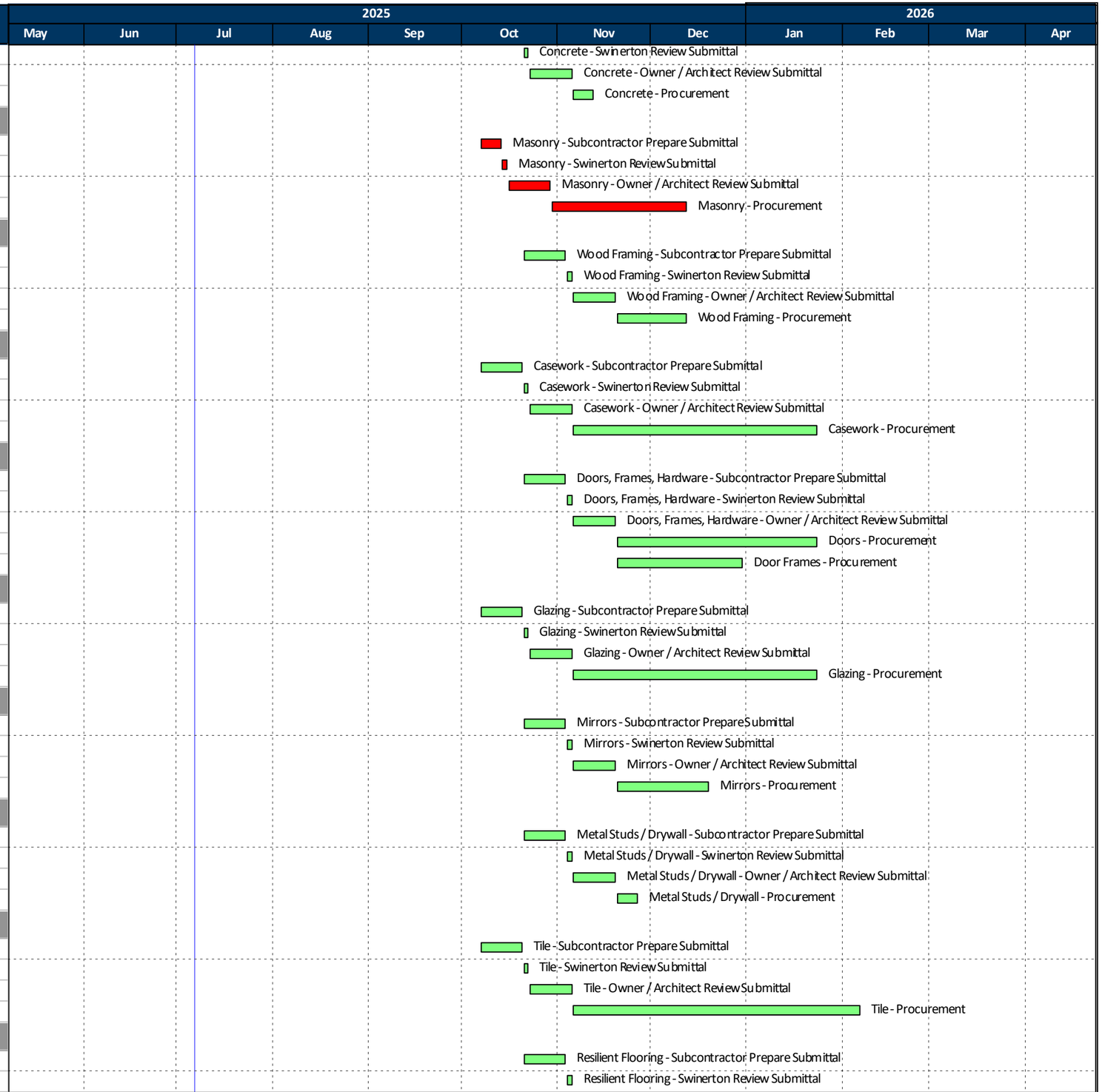


Activity ID	Activity Name	OD	Start	Finish
CHACC-C.TW.1390	Final Clean	1	3/9/26	3/9/26
Roof		7	1/23/26	2/2/26
CHACC-C.TW.1180	Roofing	5	1/23/26	1/29/26
CHACC-C.TW.1200	Set HVAC Equipment	2	1/30/26	2/2/26
Site Improvements		37	1/9/26	3/4/26
CHACC-C.SITE.1000	Survey	2	1/9/26	1/12/26
CHACC-C.SITE.1010	Grade	5	1/13/26	1/20/26
CHACC-C.SITE.1020	Form/Pour/Strip Hardscape	15	1/21/26	2/10/26
CHACC-C.SITE.1030	Landscaping	10	2/11/26	2/25/26
CHACC-C.SITE.1040	Fencing/Railings	5	2/26/26	3/4/26
CX, Inspections, & Punchlist		12	3/10/26	3/25/26
CHACC-C.CX.1000	Start-Up and Testing	5	3/10/26	3/16/26
CHACC-C.CX.1010	Final Inspections	1	3/17/26	3/17/26
CHACC-C.CX.1040	Substantial Completion	0		3/17/26
CHACC-C.CX.1020	Owner / Architect Punchlist	1	3/18/26	3/18/26
CHACC-C.CX.1030	Complete Punchlist	5	3/19/26	3/25/26
Submittals & Procurement		82	10/7/25	2/6/26
Deferred Submittals		59	10/21/25	1/20/26
Fire Sprinkler		57	10/21/25	1/15/26
CHACC-S-210000-160	Fire Sprinkler - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-210000-170	Fire Sprinkler - Submit to City	2	11/4/25	11/5/25
CHACC-S-210000-110	Fire Sprinkler - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-210000-120	Fire Sprinkler - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-210000-150	Fire Sprinkler - Procurement	20	11/20/25	12/19/25
City Submittal Review		35	11/20/25	1/15/26
CHACC-S-210000-180	Fire Sprinkler - Plan Check	15	11/20/25	12/12/25
CHACC-S-210000-190	Fire Sprinkler - Address Plan Check Comments	5	12/15/25	12/19/25
CHACC-S-210000-200	Fire Sprinkler - Backcheck	15	12/22/25	1/15/26
CHACC-S-210000-210	Fire Sprinkler - Issue Permit	0		1/15/26
Fire Alarm		59	10/21/25	1/20/26
CHACC-S-283111-160	Fire Alarm - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-283111-110	Fire Alarm - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-283111-120	Fire Alarm - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-283111-170	Fire Alarm - Submit to City	2	11/20/25	11/21/25
CHACC-S-283111-150	Fire Alarm - Procurement	20	11/24/25	12/23/25
City Submittal Review		35	11/24/25	1/20/26
CHACC-S-283111-180	Fire Alarm - Plan Check	15	11/24/25	12/16/25
CHACC-S-283111-190	Fire Alarm - Address Plan Check Comments	5	12/17/25	12/23/25
CHACC-S-283111-200	Fire Alarm - Backcheck	15	12/24/25	1/20/26
CHACC-S-283111-210	Fire Alarm - Issue Permit	0		1/20/26
Rebar		27	10/7/25	11/12/25
CHACC-S-032000-100	Rebar - Subcontractor Prepare Submittal	10	10/7/25	10/20/25
CHACC-S-032000-110	Rebar - Swinerton Review Submittal	2	10/21/25	10/22/25
CHACC-S-032000-120	Rebar - Owner / Architect Review Submittal	10	10/23/25	11/5/25
CHACC-S-032000-150	Rebar - Procurement	5	11/6/25	11/12/25
Concrete		27	10/7/25	11/12/25
CHACC-S-033000-160	Concrete - Subcontractor Prepare Submittal	10	10/7/25	10/20/25

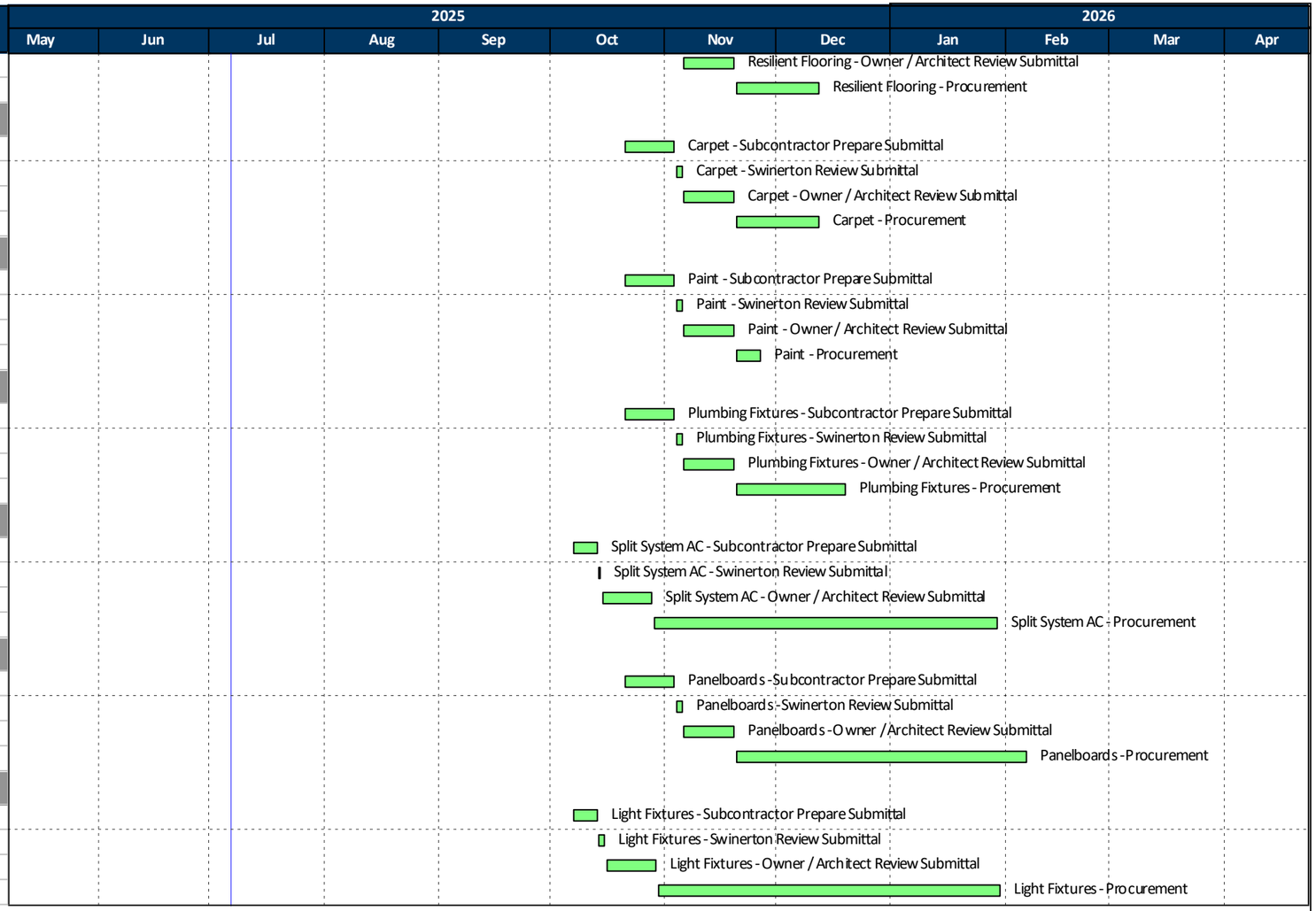


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	OD	Start	Finish
CHACC-S-033000-170	Concrete - Swinerton Review Submittal	2	10/21/25	10/22/25
CHACC-S-033000-180	Concrete - Owner / Architect Review Submittal	10	10/23/25	11/5/25
CHACC-S-033000-190	Concrete - Procurement	5	11/6/25	11/12/25
Masonry		47	10/7/25	12/12/25
CHACC-S-042200-200	Masonry - Subcontractor Prepare Submittal	5	10/7/25	10/13/25
CHACC-S-042200-210	Masonry - Swinerton Review Submittal	2	10/14/25	10/15/25
CHACC-S-042200-220	Masonry - Owner / Architect Review Submittal	10	10/16/25	10/29/25
CHACC-S-042200-230	Masonry - Procurement	30	10/30/25	12/12/25
Wood Framing		37	10/21/25	12/12/25
CHACC-S-061100-470	Wood Framing - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-061100-460	Wood Framing - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-061100-450	Wood Framing - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-061100-440	Wood Framing - Procurement	15	11/20/25	12/12/25
Casework		72	10/7/25	1/23/26
CHACC-S-064100-240	Casework - Subcontractor Prepare Submittal	10	10/7/25	10/20/25
CHACC-S-064100-250	Casework - Swinerton Review Submittal	2	10/21/25	10/22/25
CHACC-S-064100-260	Casework - Owner / Architect Review Submittal	10	10/23/25	11/5/25
CHACC-S-064100-270	Casework - Procurement	50	11/6/25	1/23/26
Doors, Frames, Hardware		62	10/21/25	1/23/26
CHACC-S-081000-280	Doors, Frames, Hardware - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-081000-290	Doors, Frames, Hardware - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-081000-300	Doors, Frames, Hardware - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-081000-310	Doors - Procurement	40	11/20/25	1/23/26
CHACC-S-081000-320	Door Frames - Procurement	25	11/20/25	12/30/25
Glazing		72	10/7/25	1/23/26
CHACC-S-088100-320	Glazing - Subcontractor Prepare Submittal	10	10/7/25	10/20/25
CHACC-S-088100-330	Glazing - Swinerton Review Submittal	2	10/21/25	10/22/25
CHACC-S-088100-340	Glazing - Owner / Architect Review Submittal	10	10/23/25	11/5/25
CHACC-S-088100-350	Glazing - Procurement	50	11/6/25	1/23/26
Mirrors		42	10/21/25	12/19/25
CHACC-S-088300-360	Mirrors - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-088300-370	Mirrors - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-088300-380	Mirrors - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-088300-390	Mirrors - Procurement	20	11/20/25	12/19/25
Metal Studs / Drywall		27	10/21/25	11/26/25
CHACC-S-092900-400	Metal Studs / Drywall - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-092900-410	Metal Studs / Drywall - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-092900-420	Metal Studs / Drywall - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-092900-430	Metal Studs / Drywall - Procurement	5	11/20/25	11/26/25
Tile		82	10/7/25	2/6/26
CHACC-S-093000-440	Tile - Subcontractor Prepare Submittal	10	10/7/25	10/20/25
CHACC-S-093000-450	Tile - Swinerton Review Submittal	2	10/21/25	10/22/25
CHACC-S-093000-460	Tile - Owner / Architect Review Submittal	10	10/23/25	11/5/25
CHACC-S-093000-470	Tile - Procurement	60	11/6/25	2/6/26
Resilient Flooring		37	10/21/25	12/12/25
CHACC-S-096500-480	Resilient Flooring - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-096500-490	Resilient Flooring - Swinerton Review Submittal	2	11/4/25	11/5/25



Activity ID	Activity Name	OD	Start	Finish
CHACC-S-096500-500	Resilient Flooring - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-096500-510	Resilient Flooring - Procurement	15	11/20/25	12/12/25
Carpet		37	10/21/25	12/12/25
CHACC-S-096800-520	Carpet - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-096800-530	Carpet - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-096800-540	Carpet - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-096800-550	Carpet - Procurement	15	11/20/25	12/12/25
Paint		27	10/21/25	11/26/25
CHACC-S-099000-560	Paint - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-099000-570	Paint - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-099000-580	Paint - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-099000-590	Paint - Procurement	5	11/20/25	11/26/25
Plumbing Fixtures		42	10/21/25	12/19/25
CHACC-S-220000-600	Plumbing Fixtures - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-220000-610	Plumbing Fixtures - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-220000-620	Plumbing Fixtures - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-220000-630	Plumbing Fixtures - Procurement	20	11/20/25	12/19/25
Split System Air Conditioners		76	10/7/25	1/29/26
CHACC-S-238126-100	Split System AC - Subcontractor Prepare Submittal	5	10/7/25	10/13/25
CHACC-S-238126-110	Split System AC - Swinerton Review Submittal	1	10/14/25	10/14/25
CHACC-S-238126-120	Split System AC - Owner / Architect Review Submittal	10	10/15/25	10/28/25
CHACC-S-238126-150	Split System AC - Procurement	60	10/29/25	1/29/26
Panelboards		72	10/21/25	2/6/26
CHACC-S-262416-100	Panelboards - Subcontractor Prepare Submittal	10	10/21/25	11/3/25
CHACC-S-262416-110	Panelboards - Swinerton Review Submittal	2	11/4/25	11/5/25
CHACC-S-262416-120	Panelboards - Owner / Architect Review Submittal	10	11/6/25	11/19/25
CHACC-S-262416-150	Panelboards - Procurement	50	11/20/25	2/6/26
Light Fixtures		77	10/7/25	1/30/26
CHACC-S-265113-100	Light Fixtures - Subcontractor Prepare Submittal	5	10/7/25	10/13/25
CHACC-S-265113-110	Light Fixtures - Swinerton Review Submittal	2	10/14/25	10/15/25
CHACC-S-265113-120	Light Fixtures - Owner / Architect Review Submittal	10	10/16/25	10/29/25
CHACC-S-265113-150	Light Fixtures - Procurement	60	10/30/25	1/30/26



5.1.11. Plan(s) of Recovery

The schedule is developed through a collaborative effort with input from all key partners. This is broken down into design, procurement and construction. With overall end dates locked in, a pull planning methodology of scheduling is critical to ensure all key parties are involved with, and agree to, durations and predecessor and successor activities. Assumptions are made based on past experience with certain entities as it relates to plan submission and review, permitting, utility company time frames, etc.

As part of the design-build process, key trade partners are engaged early on to review plans and assist in creating the required level of detail in the overall schedule. This input allows us to identify potential opportunity areas early on in the process, and work through ways to mitigate or improve potential impacts to the project schedule.

As additional trade partners are onboarded, a detailed review of the schedule, sequence, durations and flow of work take place in pre award meetings. Trade partners put together a man power loaded schedule identifying the number of workers they will have on site in order to achieve project deadlines.

These schedules are reviewed regularly with the trade partners to ensure deadlines are met. If deadlines are not being met, the project team and required trade partners meet to establish a plan to get back on track, this plan may include; efficiency in prefabrication, increasing number of workers, overtime hours, supplementation of crews, to name a few.

The project schedule will be built and managed in Primavera P6 software with the project team completing updates weekly. Three week look ahead schedules are distributed to the team weekly in sub contractor and OAC meetings.

Updates outlining remaining activities and critical milestones are distributed and reviewed with the team minimum on a monthly basis.

5.1.12. Accelerated Schedule

Means to demonstrate possible completion ahead of schedule are:

1. **Creating a full 3D BIM model** that will be used for onsite coordination as well as offsite fabrication of components to allow for quicker install on site. This also allows for increased quality as these components can be fabricated in a controlled facility.

2. **Expedited procurement method**; we will work together internally to determine critical early release procurement packages, electrical and mechanical equipment are examples of early release packages.

   With our design team, we can expedite the design of these systems and allow them to be bought and released prior to other components of the project. Because of the volatility of manufacturing, this is key way to help assure critical components are on site and available when needed to meet or beat the project schedule.

3. **Weekly schedule reviews** clearly and concisely identifying project requirements will eliminate miscommunication. Weekly schedule reviews are to discuss the plan and flow of work, critical deadlines, identify labor resources and confirm required material will be available as needed per the project schedule.

   Miscommunication can lead to mistakes that cost both time and money. Having a clear plan of work eliminates to the potential for this miscommunication.

5.1.13. General plan for functional testing and start-up

Swinerton will partner with the City of San Diego to establish trust and confidence and to demonstrate our commitment to a high quality end product. Our MEPF team has the ability to envision the projects systems and help with all aspects of the MEPF process, from preconstruction to the final product. With this level of expertise focused on your project, it will ensure the overall success of the startup and commissioning process and allow for a seamless transition from construction to operations.

Below is a high level summary of the start up and commissioning process and steps we will take to ensure a quality turnover from construction to operations:

- Early coordination with the owner, commissioning agent, sub-contractors and Swinerton to review the commissioning plan.
- Early coordination with SDGE to lock in dates for power and gas.
- Early electrical and data rooms prioritized and expedited during construction.
- Internal sub-contractor start up and coordination meetings were held to discuss schedule, energize priority, power transfer requirements, etc.
- During construction, Swinerton MEPF superintendent, conducts site walks verifying equipment specs, installation procedures, schedule, quality, etc.
- Work with the project team to ensure the site is ready for start up; piping, electrical, controls complete, permanent utilities and building cleanliness is ready for start up.
- After permanent power and gas, start up and test and balance begins.
- Start up and TAB priority is based on the project schedule, complexity of the system, and area of completion/turnover.
- The commissioning agent is involved throughout the entire process and notified of key dates for witnessing purposes.
- Commissioning is staggered to follow behind start up and TAB. Functional performance tests are performed to demonstrate each system. Along with Commissioning and FPT end user trainings are also conducted to facilitate a seamless transition from construction to operations.

California State University Long Beach, Student Success Center

SmithGroup / University of North Texas IDIQ Music Building Courtyard, Denton, TX

6

Equal Employment and Contracting Opportunity

6 / EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

6.1. Failure to submit the required EOCP information will result in Proposal being determined as non-responsive.

Swinerton's Work Force Report (EOC Form BB05) is included in the following pages.

6.2. Subcontractor Documentation

Per the RFP, the Subcontractor Documentation are included in the price proposal only.

Confidential Client, Laguna Theater, Laguna Beach, CA

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ■ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor ☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Swinerton Builders

ADA/DBA:

Address (Corporate Headquarters, where applicable): 16798 West Bernardo Drive

City: San Diego County: San Diego State: CA Zip: 92127

Telephone Number: (858) 622-4040 Fax Number: (858) 622-4044

Name of Company CEO: David C. Callis

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address:

City: County: State: Zip:

Telephone Number: Fax Number: Email:

Type of Business: Corporation Type of License: General Contractor No. 92

The Company has appointed: Kim Patton

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 16798 West Bernardo Drive, San Diego, CA 92127

Telephone Number: (619) 209-9497 Fax Number: (858) 622-4044 Email: kpatton@swinerton.com

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■ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Swinerton Builders
(Firm Name)

San Diego , California hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this 1st day of May , 20 25

(Authorized Signature)

Elizabeth Hawkins, Operations Manager
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Swinerton Builders DATE: May 1, 2025

OFFICE(S) or BRANCH(ES): 16798 West Bernardo Drive, San Diego, CA 92127 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			20	2		2	1				70	15		
Professional	2	1	16	6	3	1					36	9	4	3
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1	3							1	7		1
Services														
Crafts	3		119	1		1	3				12			
Operative Workers			42	1			4				1		1	
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	5	1	198	13	3	4	8				120	31	5	4

Grand Total All Employees	392

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Swinerton Builders DATE: May 1, 2025

OFFICE(S) or BRANCH(ES): 16798 West Bernardo Drive, San Diego, CA 92127 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers			37		1	1	3				11	1	1	
Construction Laborers			7											
Drywall Installers, Ceiling Tile Inst	2		111	2			4				12			
Electricians														
Elevator Installers														
First-Line Supervisors/Managers	2	1	34	11	2	3	1				95	25	3	4
Glaziers														
Helpers; Construction Trade			6											
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners	1		2								2	1	1	
Totals Each Column	5	1	197	13	3	4	8				120	31	5	4

Grand Total All Employees 391

Iindicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

7

Reference Checks

7 / REFERENCE CHECKS

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