City of San Diego

CONTRACTOR'S NAME: John S Meek Company, Inc. ADDRESS: 14732 South Maple Avenue, Gardena, CA 90248 TELEPHONE NO.: (310) 830-6323 CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: EFelixYackel@sandiego.gov Phone No. (619) 533-3449, Fax No. (619) 533-3633 G.Freiha / B.Doringo / Is



FOR

SOLE-SOURCE CONSTRUCTION SERVICES FOR CRYSTAL PIER IMPROVEMENTS

VOLUME 1 OF 1

BID NO.:	K-15-1364-SLS-3-C	
SAP NO. (WBS/IO/CC):	S-11014	
CLIENT DEPARTMENT:	1102 / 1714	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	BB	

ENGINEER OF WORK

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

900F No. C 54052 Exp. 12/36 da. 3/12/ 15 Seal: Date

For City Engineer

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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

1. DESCRIPTION OF WORK:

- **1.1.** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.
- **1.2.** The Work consists of improvements to the pier structure that includes the replacement of missing and damaged piles, replacement of missing and damaged cross braces and pile caps. The work shall be done in accordance with the approved plans, environmental permits and building permits conditions and requirements.
- **1.3.** This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

2.1. <u>Prior</u> to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:

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

2.2. 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.

3. EQUAL OPPORTUNITY.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 - 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 - 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 - 8. The Contractor disseminates its EEO Policy to union and community organizations.
 - 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 - 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
 - 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.
- 4. **CONTRACT TIME**: The Work shall be completed within 44 Working Days from the date of issuance of the NTP unless extended by the Engineer.
- 5. CONTRACT PRICE: The Engineer's Estimate of the Contract Price is \$570,000. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.
- 6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: Class A
- 7. 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.
 - 7.1. 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.
 - 7.1.1. 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 of per diem also rate wages 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.

- **7.1.2.** 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.
- **7.2.** 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.
- **7.3.** 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 webbased Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **7.3.1.** 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.
- **7.4.** 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.
- 7.5. 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 design professionals 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.
- **7.6.** 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.

- **7.7.** 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."
- **7.8.** 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 Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - **7.9.1.** 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. **REFERENCE STANDARDS**: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Docum ent Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04

Title	Edition	Docum ent Number
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the198Equal Opportunity Clause Dated 09-11-84		769023
NOTE:Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- 10. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 11. AWARD: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 12. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- 13. 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.
- 14. **PROPOSAL FORMS**: The signature of each person signing shall be in longhand.

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **15.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.
- **15.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

16. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within 1 Working Day after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

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

- 17. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- **18. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **18.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **18.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **18.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **18.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **18.5.** 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.
 - **18.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **18.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

AGREEMENT

FOR

CONSTRUCTION SERVICES

BETWEEN

THE CITY OF SAN DIEGO

AND

JOHN S MEEK COMPANY, INC.

This sole-source construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and John S Meek Company, Inc. (Contractor), for the purpose of designing (when required) and constructing projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.

- C. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. The Contractor, 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 Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3224.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3224. A sample provision is as follows:

"Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

H. Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice Inviting Bids.
- K. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

- M. Prior to NTP or as required by the City, the Contractor shall:
 - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - b) Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

By

Print Name:

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

Print Name: <u>Stephen Samara</u> Principal Contract Specialist (Acting), Public Works

4-16-11

Date:

Date:

Deputy City Attorney

CONTRACTOR By

Print Name:	John	s.	Meek
V -			

Title: President

March 27, 2015

City of San Diego License No.:_____

State Contractor's License No.:____

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

John S Meek Company, Inc. , a corporation, as principal, and SureTec 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 HUNDRED SEVENTY THOUSAND AND ZERO CENTS (\$570,000.00) for the faithful performance of the annexed contract. and in the sum of FIVE HUNDRED SEVENTY THOUSAND AND ZERO CENTS (\$570,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Crystal Pier Improvements**, Bid Number **K-15-1364-SLS-3-C**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated March 26 ,2⁰¹⁵

Approved as to Form

John S. Meek Company, Inc. Principal NER JOHN

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

SureTec Insurance Company

Surety

Un By

Erik Johansson, Attorney-in-fact

15901 Red Hill Avenue, Suite 100 Local Address of Surety

Tustin, CA 92780

Local Address (City, State) of Surety

(714) 824-8364

Local Telephone No. of Surety

Premium \$ \$7,809.00

Bond No. 4398937

Approved:

Βv

Print Name: <u>Stephen Samara</u> Principal Contract Specialist (Acting), Public Works

Agreement (Rev. Feb. 2015) Crystal Pier Improvements 16 | Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
State of California)
County ofOrange		_)
On MAR 2 6 2015	before me,	Michele A. Fedoruk, Notary Public
Date		Here Insert Name and Title of the Officer
personally appeared	****	Erik Johansson
		Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(a) 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(ice), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature / Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

•	tached Document		
Title or Type of E	Document:	Docum	ent Date:
	s: Signer(s) Other Than		
Capacity(ies) Cla	imed by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Offic	er — Title(s):	Corporate Offic	er — Title(s):
□ Partner – □ L	imited 🗌 General	🗆 Partner — 🗆 L	imited 🔲 General
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact
🗆 Trustee	Guardian or Conservator	🗆 Trustee	Guardian or Conservator
□ Other:		Other:	
Signer Is Represe	nting:	Signer Is Represe	enting:
		1	

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POA #: 510083

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kevin S. Bogart, Scott M. Milne, Erik Johansson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000,00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the 10/31/2016 premises. Said appointment shall continue in force until and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April. 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

State of Texas County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



SURETEC INSURANCE COMPANY

John Knox Jr. President

Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

MAR 2 6 2015 day of A D

Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of for Grag	eles	
On March 27, 2015	_ before me,	Gafa fisa faile, hotany tablic
Date	1,	, figre hşert Name and Title of the Officer
personally appeared	Sohn	S. Meek
	\bigcirc	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/ber/their authorized capacity(jes), and that by his/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document		
Title or Type of Document:	Docu	Iment Date:
Number of Pages: Signer(s) Other Than	Named Above: _	
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
Corporate Officer — Title(s):		
□ 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:		esenting:
		-

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EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

Exhibit A - Drug Free Workplace Certification (Rev. Feb. 2015) Crystal Pier Improvements

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: CRYSTAL PIER IMPROVEMENTS

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

John S. Meek Company, Inc.

(Name under which business is conducted)

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

Signed	Am
Printed Name	John S. Meek
Title	President

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:

CRYSTAL PIER IMPROVEMENTS

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

John S. Meek Company, Inc. (Name under which business is conducted)

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

Signed_ John S. Meek Printed Name

Title___

President

EXHIBIT C

CONTRACTOR STANDARDS – PLEGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: CRYSTAL PIER IMPROVEMENTS

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

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

Dated this 27th	Day of <u>March</u>	_, _2015
	Signed	Joh Shin
	Printed Name_	John S. Meek
	Title	President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

CRYSTAL PIER IMPROVEMENTS

(Name of Project)

as particularly described in said contract and identified as Bid No. K-15-1364-SLS-3-C; SAP No. (WBS/IO/CC) S-11014 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	Contractor
attest:	
State of	
County of	_
On this DAY OF said County and State,	, 2, before the undersigned, a Notary Public in and for duly commissioned and sworn, personally
appeared	known to me to be the
uppeurea	Contractor named in the foregoing
Release, and whose name is subscribe executed the said Release.	bed thereto, and acknowledged to me that said Contractor

Notary Public in and for said County and State

Exhibit D - Affidavit of Disposal Crystal Pier Improvements

EXHIBIT E

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

EXHIBIT E

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)) ss. County of Los Angeles)

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.

Signed:	h/h/
Title:	President

Subscribed and sworn to before me this ______ day of _____,20___

Notary Public

(SEAL)

Exhibit E – Non-Collusion Affidavit Crystal Pier Improvements 26 | Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California	1)			
County of tox (2)	Ingelie	_)_	\sim		\bigcirc
On March 27,	2015 before me,	Anna	frea Paile	No tare	, Pablic
Date		He He	re Insert Name and	d Title of th	e Officer
personally appeared	John D.	Merk			
	\bigcirc	Nan	ne(s) of Signer(s)		

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

OPTIONAL -

Though this section is optional	l, completing this information	n can deter alteration of	the document or
fraudulent rea	attachment of this form to ar	n unintended document.	

Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:		
Corporate Officer – Title(s):			
🗆 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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EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

Exhibit F – Contractors Certification of Pending Actions (Rev. Feb. 2015) Crystal Pier Improvements

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- X The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
 - The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		·			

Contractor Name:	John S. Meek Company, Inc.		
Certified By	John S, Meek	Title	President
_	Name	Date	March 27, 2015
	Signatúre USE ADDITIONAL FORMS AS NEC	FSSAD	V

Exhibit F – Contractors Certification of Pending Actions **Crystal Pier Improvements**

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EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Exhibit G – Equal Benefits Ordinance Certification of Compliance (Rev. Feb. 2015) Crystal Pier Improvements

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EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
Equal Benefits Program
C Stuget MC 04 Sem Diama CA 02101

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

e 1		COMPANY INFORMATI	ON	······································
Company Name	e: John S. Meek Comp	pany, Inc.	Contact NameCrystal	Pier Improvemen
Company Addr	ess:14732 So. Maple A	Ave., Gardena CA 90248	Contact Phone: (310)	830-6323
			Contact Email:jeremial	n@johnsmeek.com
		CONTRACT INFORMAT		
		uction Services for C		Date:
Contract Num	ber (if no number, state loc	ation): Improvem	ents End D	Date:
	SUMMARY OF EC	QUAL BENEFITS ORDINA	NCE REQUIREMENTS	
 and maintain eq Contractor Benefits child care Any bene Contractor open enrol Contractor Contractor Contractor Contractor Suwww.sandiego.go 	ual benefits as defined in SDM shall offer equal benefits to en include health, dental, vision e; travel/relocation expenses; e efit not offer an employee with shall post notice of firm's equ lment periods. shall allow City access to reco shall submit <i>EBO Certification</i> mmary is provided for conver- v/administration.	s the City to enter into contracts MC §22.4302 for the duration of t nployees with spouses and emplo in insurance; pension/401(k) plan employee assistance programs; cru- n a spouse, is not required to be of all benefits policy in the workpla ords, when requested, to confirm con of Compliance, signed under per enience. Full text of the EBO a QUAL BENEFITS ORDINA with the EBO. The City may requ	he contract. To comply: yees with domestic partners. s; bereavement, family, parenta edit union membership; or any of fered to an employee with a do ce and notify employees at time compliance with EBO requirement nalty of perjury, prior to award nd Rules Implementing the EE	al leave; discounts, other benefit. nestic partner. e of hire and during ents. of contract.
X	I affirm compliance with th	ne EBO because my firm <i>(contrac</i>	tor must sele <u>ct one</u> reason):	
•	-	efits to spouses and domestic parts		
	-	s to spouses or domestic partners.		
	Has no employees.			
	Has collective barga expired.	aining agreement(s) in place prior	to January 1, 2011, that has not	been renewed or
	firm made a reasonable effo employees of the availability	l to pay affected employees a cash ort but is not able to provide equal y of a cash equivalent for benefits easonable effort to extend all avai	benefits upon contract award. I available to spouses but not do	agree to notify mestic partners and
		v submit any false information to nent, or administration of any con		
nat my firm un uration of the c				
N	ame/Title of Signatory		Signature	Date
		OR OFFICIAL CITY USE (
eceipt Date:	EBO Analyst:		Not Approved – Reason:	
seerpe Date.		a rhhored a	receippioned reducing	

EXHIBIT H

FORMS

Exhibit H – Forms (Rev. Feb. 2015) Crystal Pier Improvements

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LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Address:							
City: State:	None						-
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Subcontractor is cert	ified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA

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

Exhibit H – Forms Form AA35 – List of Subcontractors Crystal Pier Improvements

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NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©
Name:	NoNE					
Name:						

1

0

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Vendor/Supplier is cert	ified by:		
City of San Diego	CITY	State of California Department of Transportation	
	0111	State of Cantonna Deparament of Hansportanon	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CALTRANS CADoGS
California Public Utilities Commission City of Los Angeles		* *	
	CPUC	State of California's Department of General Services	CADoGS

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

Exhbit H Forms Form AA40 – Named Equipment / Material Supplier List Crystal Pier Improvements

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are 8:30 AM to 5:00 PM Monday through Friday Working outside the set hours and days shall be pre-approved by the City Resident Engineer.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-.9.2 Survey Service

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

Beach Moratorium from May 25th to September 7th (inclusive).

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

- 3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Others they Due de sta / Commission of Orener times	¢2.000.000
Other than Products/Completed Operations Products/Completed Operations Aggregate Limit	\$2,000,000 \$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 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 must be outside the limits of the policy.
- 7-3.3 **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- 7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

- 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- 2. Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability				
Bodily Injury by Accident	\$1,000,000 each accident				
Bodily Injury by Disease	\$1,000,000 each employee				
Bodily Injury by Disease	\$1,000,000 policy limit				

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- 7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 **PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- 1. The Coastal Development Permit
- 2. Clean Water Act Section 401 Water Quality Certification
- 3. City of San Diego Site Development Permit
- 4. City of San Diego Building Permit
- 5. California Environmental Quality Act Exemption

SECTION 9 - MEASUREMENT AND PAYMENT

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Revised Notice of Exemption, Costal Development Permit, Site Development Permit and Clean Water Act Section 401 Water Quality Certification for Crystal Pier Improvement, DEP No. 898084, as referenced in the Contract Appendix. You must comply with all requirements of the Revised Notice of Exemption, Costal Development Permit, Site Development Permit and Clean Water Act Section 401 Water Quality Certification as set forth in the Contract Appendix "K."

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

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Exhibit J – Proposal (Rev. Feb. 2015) Crystal Pier Improvements

. . .

EXHIBIT J

PROPOSAL

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: SEE COPPORATION

(1) Name under which busin	ness is conducted <u></u>	John S. Meek Compa	any, Inc.
(2) Signature (Given and su	rname) of proprietor _		
(3) Place of Business (Stree	t & Number)	14732 So. Maple	e Avenue
(4) City and State	Gardena, (CA	Zip Code
(5) Telephone No(310)	830-6323	Facsimile No. (31	0) 835-2163

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted

(2)	Name of each member of partnership, indicate character of each partner, general or specie (limited):
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
	Place of Business (Street & Number)
(5)	City and State Zip Code
	Telephone No. Facsimile No.
<u>A C</u> (1)	Telephone No. Facsimile No. CORPORATION, SIGN HERE: Name under which business is conducted John S. Meek Company, Inc. Signature, with official title of officer authorized to sign for the corporation:
<u>A C</u> (1)	CORPORATION, SIGN HERE: Name under which business is conducted <u>John S. Meek Company</u> , Inc. Signature, with official title of officer authorized to sign for the corporation:
<u>A C</u> (1)	CORPORATION, SIGN HERE:
<u>A C</u> (1)	CORPORATION, SIGN HERE: Name under which business is conducted John S. Meek Company, Inc. Signature, with official title of officer authorized to sign for the corporation: (Signature) John S. Meek
(1) (2)	CORPORATION, SIGN HERE: Name under which business is conducted John S. Meek Company, Inc. Signature, with official title of officer authorized to sign for the corporation: (Signature) John S. Meek (Printed Name) President (Title of Officer)
(1) (2)	CORPORATION, SIGN HERE: Name under which business is conductedJohn S. Meek Company, Inc. Signature, with official title of officer authorized to sign for the corporation: (Signature) John S. Meek (Printed Name) President (Title of Officer)
(1) (2) (3) (4)	CORPORATION, SIGN HERE: Name under which business is conducted _John S. Meek Company, Inc. Signature, with official title of officer anthorized to sign for the corporation: (Signature) John S. Meek (Printed Name) President (Title of Officer) Incorporated under the laws of the State ofCalifornia

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, B, Haz

LICENSE NO. 709151

EXPIRES _______ July 31, 2015

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002928

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN):

E-Mail Address: jeremiah@johnsmeek.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_		N	m	Title	President	
0 _	Ó	,		 		

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____,

Notary Public in and for the County of ______, State of ______

. . . . -

(NOTARIAL SEAL)

Exhibit J – Proposal Crystal Pier Improvements

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of fes Chag	les) ())))))
On March 27, 2015	before me, Anaphisa Paile Motary Public
Date	Here Insert Name and Title of the Officer
personally appeared	John D. Meek
	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(iss), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other T	han Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner – Limited General	🗆 Partner — 🗌 Limited 🛛 🗆 General
□ Individual □ Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
□ Other:	Other:
Signer Is Representing:	
-	

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PROPOSAL

The Bidder agrees to the construction of **Crystal Pier Improvements**, for the city of San Diego, in accordance with these contract documents for the prices listed below.

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Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
	BASE BID								
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	\$5,000.00	\$5,000.00		
2	2	EA	238910	9-3.1	Reconstruct Pylon - Pile Repair (Type 1.1) (Section B)	\$26,880.00	\$53,760.00		
3	1	EA	238910	9-3.1	Reconstruct Pylon - Pile Repair (Type 1.1) (Section C)	\$29,950.00	\$29,950.00		
4	3	EA	238910	9-3.1	Reconstruct Pylon - Pile Repair (Type 1.2) Section B)	\$27,600.00	\$82,800.00		
5	4	EA	238910	9-3.1	Reconstruct Pylon - Pile Repair (Type 1.3 (Section B)	\$25,900.00	\$103,600.00		
6	2	EA	238910	9-3.1	Reconstruct Pylon - Pile Repair (Type 1.3) (Section C)	\$27,475.00	\$54,950.00		
8	1	LS	238910	9-3.1	CAP Repair (Type 2.1) (Section B)	\$27,510.00	\$27,510.00		
10	1	LS	238910	9-3.1	Materials (Section B)	\$36,924.15	\$36,924.15		
11	1	LS	238910	9-3.1	Materials (Section C)	\$16,695.00	\$16,695.00		
12	1	LS	238910	9-3.1	Pile Removal (Section B)	\$21,770.00	\$21,770.00		
13	1	LS	238910	9-3.1	Pile Removal (Section C)	\$3,110.00	\$3,110.00		
14	1	LS	238910	9-3.1	Bracing Removal and Replacement (Section B)	\$21,370.00	\$21,370.00		
15	1	LS	238910	9-3.1	Bracing Removal and Replacement (Section C)	\$14,284.04	\$14,284.04		
11	1	LS	238910	9-3.4.1	Mobilization /Dembilization	\$35,000.00	\$35,000.00		
12	1	AL		9-3.5	Field Orders - Type II	\$59,476.81	\$59,476.81		

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	\$2,000.00	\$2,000.00
14	1	LS	238910	701-13.8.4	Water Pollution Control Program Implementation	\$1,800.00	\$1,800.00
ESTIMATED TOTAL BASE BID: \$							\$570,000.00

TOTAL BID PRICE FOR BID (Items 1 through 14 inclusive) amount written in words:

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

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.

A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.

B. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.

C. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.

EXHIBIT K

REVISED NOTICE OF EXEMPTION, COASTAL DEVELOPMENT PERMIT, SITE DEVELOPMENT PERMIT AND CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION

Exhibit K - Revised Notice of Exemption, Coastal Development Permit, Site Development Permit and Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements

TO: <u>X</u> RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH 1400 Tenth Street, Room 121 Sacramento, CA 95814

PROJECT NO.: WBS# B-13095.01.01

PROJECT TITLE: CRYSTAL PIER MAINTENANCE AND REPAIR PROJECT PROJECT LOCATION-SPECIFIC: Crystal Pier, 4500 Ocean Boulevard, San Diego, CA 92109.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project involves repair/replacement to damaged or deteriorating portions of the Crystal Pier including the timber piles, pile caps, joists and bracing. Damaged pilings, structural members and decking materials will be replaced "in-kind" to ensure that the aesthetics of the pier are unchanged. All proposed improvements will occur within the footprint of existing pier structure.

Repair of the piles will involve cutting and removing the existing pile to a point 6 inches beyond the extent of visible deterioration. The remaining pile stub will be cut flat and drilled to allow for a threaded rod for pinning the new pile timber to the pile stub. A fiberglass jacket will be fitted around the pile connection joint and the jacket will be fitled with hydro ester epoxy. The repair will also involve new bracing and "T" straps for the connection to the pile cap beams.

During replacement of the piles and cap beams, removal and off-site storage of the cottages may be required as well as some underwater work to replace the existing deteriorated piles to a point where they are structurally sound for repair. As part of this work, existing utility service lines (water, sewer, gas, electrical) currently connected to the joists below the decking will also need to be removed and replaced.

The project was reviewed by City Historical Resources staff in accordance with the Historical Resources Regulations and has been found to be consistent with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards for Rehabilitation) and therefore, a Site Development Permit is not required for this action.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego .

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego; Public Works Department 525 B Street, Suite 750, San Diego, CA 9210 Project Manager: George Freiha (619)533-7449

EXEMPT STATUS:

- () MINISTERIAL (SEC. 21080(B)(1); 15268);
- (X) CATEGORICAL EXEMPTION: EXISTING FACILITIES (15301), REPLACEMENT/RECONSTRUCTION (15302), HISTORICAL RESOURCES RESTORATION/REHABILITATION (15331)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has conducted an environmental review of the project and has determined that this project meets the criteria set forth in the State CEQA Guidelines Section 15301, Existing Facilities, which allows for maintenance to existing facilities and structures involving negligible or no expansion of use; 15302, Replacement or Reconstruction, which allows for maintenance to existing facilities and structures where the new structure will be located on the same site and have substantially the same purpose as the structure replaced; and 15331, Historical Resources Restoration/Rehabilitation which allows for maintenance, repair or reconstruction of Historical Resources in a manner consistent with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. None of the exceptions listed in CEQA Section 15300.2 apply. This action will not result in any impacts to sensitive biological, archaeological, and/or paleontological resources, since all work will occur within the footprint of the pier in areas devoid of sensitive resources and work will be conducted in a manner to ensure no impacts occur to adjacent beach and marine resources.

LEAD AGENCY CONTACT PERSON: M.Blake

TELEPHONE: (619) 446-5375

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

SIGNATURE/TITLE

, SENIOR PLANNER

October 8, 2013 DATE

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

EDMUND G. BROWN, JR., GOVERNOR

CALIFORNIA COASTAL COMMISSION

San Diego Coast District Office 7575 Metropolitan Drive, Sulte 103 San Diego, California 92108-4402 PH (619) 767-2370 FAX (619) 767-2384



Page 1 Date: **April 7, 2014** Permit Application No.: **6-13-0752**

COASTAL DEVELOPMENT PERMIT

On February 13, 2014, the California Coastal Commission granted to **City of San Diego & Willis Allen** this permit subject to the attached Standard and Special conditions, for development consisting of **repair and replace damaged piles, caps, joists, and bracing at Crystal Pier**, more specifically described in the application filed in the Commission offices.

The development is within the coastal zone at 4500 Ocean Boulevard, Pacific Beach, San Diego, (San Diego County)

Issued on behalf of the California Coastal Commission by

ACE IVE FEB - 4 201 COASTAL SAN DIEGO

Date:

CHARLES LESTER, Executive Director

Alexander Llerandi Coastal Program Analyst

ACKNOWLEDGMENT:

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

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

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

Signature

STATE OF CALIFORNIA - NATURAL RESOURCES AGENCY

EDMUND G. BROWN, JR., GOVERNOR





Page 1 Date: April 7, 2014 Permit Application No.: 6-13-0752

COASTAL DEVELOPMENT PERMIT

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The development is within the coastal zone at 4500 Ocean Boulevard, Pacific Beach, San Diego, (San Diego County)

Issued on behalf of the California Coastal Commission by

CHARLES LESTER, Executive Director

Alexander Llerandl

Coastal Program Analyst

ACKNOWLEDGMENT:

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

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

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Date:

Bolan Signature

Page 2 Date: April 7, 2014 Permit Application No.: 6-13-0752

COASTAL DEVELOPMENT PERMIT

STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

The permit is subject to the following conditions:

1. Final Plans. PRIOR TO THE ISSUANCE OF THIS COASTAL DEVELOPMENT PERMIT, the applicant shall submit to the Executive Director for review and written approval final project and BMP plans. Said plans shall first be approved by the City of San Diego and be in substantial conformance with the plans submitted by Atkins and submitted on September 13, 2013.

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

2. Staging, Storage, and Public Access Plan. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT applicant shall submit to the Executive Director for review and approval a final staging and storage plan that shall not result in impacts to public access and shall include the following:

Page 3 Date: April 7, 2014 Permit Application No.: 6-13-0752

COASTAL DEVELOPMENT PERMIT

- a. No construction work shall occur on the beach or pier between Memorial Day weekend and Labor Day of any year. However, the applicant may undertake construction during this period upon obtaining a written statement of the Executive Director authorizing construction on specified dates. To obtain such a determination, the applicant must submit information documenting that construction on the specified dates proposed will not cause adverse impacts on public access.
- b. No public parking spaces (on or off-street) shall be used for the staging of equipment, machinery and employee parking.
- c. Staging areas shall not be permitted on public beaches, within public beach parking lots, within the section of the pier available for public access, or in any other location that would otherwise restrict public access to the beach at any time.
- d. Immediately upon completion of construction and/or when the staging site is no longer needed, the site shall be returned to its preconstruction state.
- e. The applicant shall submit evidence that the approved staging and storage plans/notes have been incorporated into construction bid documents.

The applicant shall undertake the development in accordance with the approved plans. Any proposed changes to the approved plans shall be reported to the Executive Director. No change to the plans shall occur without a Commission-approved amendment to the permit unless the Executive Director determines that no such amendment is legally required.

- Construction Pollution Prevention Plan (CPPP). PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the permittee shall submit for the review and approval of the Executive Director, two (2) sets of a Construction Pollution Prevention Plan (CPPP) prepared and signed by licensed engineer that, at a minimum, includes the following:
 - I. Best Management Practices (BMP's) designed to prevent spillage and/or runoff of construction-related materials, sediment, or contaminants associated with construction activity shall be implemented prior to the on-set of such activity. Selected BMP's shall be maintained in a functional condition throughout the duration of the project. Such measures shall include:
 - No demolition or construction materials, equipment, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain or tidal erosion and dispersion;
 - 2. Any and all debris resulting from demolition or construction activities, and any remaining construction material, shall be removed from the project site within 24 hours of completion of the project;
 - 3. Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters or storm drains;

Page 4 Date: April 7, 2014 Permit Application No.: 6-13-0752

COASTAL DEVELOPMENT PERMIT

- 4. Erosion control/sedimentation Best Management Practices (BMP's) shall be used to control dust and sedimentation impacts to coastal waters during construction. BMP's shall include, but are not limited to: placement of sand bags around drainage inlets to prevent runoff/sediment transport into coastal waters; and
- 5. Machinery or construction materials not essential for project improvements will not be allowed at any time in the intertidal zone;
- 6. If turbid conditions are generated during construction, a silt curtain will be utilized to control turbidity;
- Floating booms will be used to contain debris discharged into coastal waters and any debris discharged will be removed as soon as possible but no later than the end of each day;
- 8. Non buoyant debris discharged into coastal waters will be recovered by divers as soon as possible after loss;
- 9. All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.
- 10. The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction;
- 11. Debris shall be disposed of at a legal disposal site or recycled at a recycling facility. If the disposal site is located in the coastal zone, a Coastal Development Permit or an amendment to this permit shall be required before disposal can take place unless the Executive Director determines that no amendment or new permit is legally required;
- 12. All construction materials stockpiled on site, excluding lumber, shall be covered and enclosed on all sides to ensure that the materials are not discharged to a storm drain inlet or receiving waters;
- 13. Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. If thinners, petroleum products or solvents must be used on site, they shall be properly recycled or disposed after use and not be discharged into storm drains, sewers, receiving waters or onto the unpaved ground.;
- 14. The discharge of any hazardous materials into any receiving waters shall be prohibited;
- 15. Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The designated area shall be equipped with spill control materials and located to minimize the risk of spills reaching receiving waters, storm drains, sewers or unpaved ground. ;

THE ORIGINAL OF THIS DOCUMENT WAS RECORDED ON APR 25, 2014 DOCUMENT NUMBER 2014-0165996 Ernest J. Dronenburg, Jr., COUNTY RECORDER SAN DIEGO COUNTY RECORDER'S OFFICE TIME: 9:58 AM

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

WHEN RECORDED MAIL TO PROJECT MANAGEMENT PERMIT CLERK MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: B-13095.02.06

CRYSTAL PIER REPAIRS PROJECT NO. 355712 SITE DEVELOPMENT PERMIT NO. 898084 DEVELOPMENT SERVICES DEPARTMENT, PROCESS CIP - 2

This Site Development Permit No. 898084 is granted by the Development Services Department of the City of San Diego to the City of San Diego Engineering and Capital Projects Department, Owner and Permittee, pursuant to San Diego Municipal Code [SDMC] Section 126.0504. The site is located at 4500 Ocean Boulevard at the western end of Garnet Avenue in the community of Pacific Beach, Council District 2.

Subject to the terms and conditions set forth in this Permit, permission is granted to the City of San Diego, Engineering and Capital Projects Department, Owner/Permittee to repair pilings via the Beach and repair and/or replace the damaged or deteriorating portions of the Crystal Pier including the timber piles, pile caps, joists, and bracing; within the Community of Pacific Beach described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 10, 2014, on file in the Development Services Department. All proposed work will occur within the footprint of existing pier structure and ensure the aesthetics of the pier are unchanged.

The project shall include:

- a. Replace damaged or deteriorating portions of Crystal Pier including timber piles, pile caps, joists, and bracing.
- b. Repair of the piles will involve cutting and removing the existing pile to a point 6 inches beyond the extent of visible deterioration. The remaining pile stub will be cut flat and drilled to allow for a threaded rod for pinning the new pile timber to the pile stub;

Page 1 of 4

- c. Repair will also involve new bracing and "T" straps for the connection to the pile cap beams;
- d. Existing utility service lines (water, sewer, gas, electrical) currently connected to the joists below the decking will also need to be removed and replaced;

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.

2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:

- a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
- b. The Permit is recorded in the Office of the San Diego County Recorder.

3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

Exhibit K – Exhibit K - Revised Notice of Exemption, Coastal Development Permit, Site Development Permit and Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements

Page 2 of 4

8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

9. All of the conditions contained in this Permit have been considered and were determinednecessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Development Services Department of the City of San Diego on April 21, 2014 and by Staff Approval, Site Development Permit No. 898084.



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Site Development Permit No. 898084 Date of Approval: March 26, 2014

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

Angela Nazareno

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

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

City of San Diego, Engineering and Capital Projects Owner/Permittee

George Freil/a Project Engineer

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



Page 4 of 4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of Callfornia	Ì
County of SAME PIE	ho III.
on APR. 21, 2014	before me,/WIAN HA. GIES, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	ANGELA MAZAREND, GEORGE FREIMA



Place Notary Seal Above

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 be/she/they executed the same in his/ber/their authorized capacity(ies), and that by his/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: //www. M. Gian Signature of Notary Public

- OPTIONAL -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document:				
Number of Pages: Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
Corporate Officer — Title(s):	C Corporate Officer - Title(s):			
□ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:	□ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:			
Signer is Representing:	Signer Is Representing:			

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DEVELOPMENT SERVICES DEPARTMENT RESOLUTION NO. CM-6409 SITE DEVELOPMENT PERMIT NO. 898084 CRYSTAL PIER REPAIRS PROJECT NO. 355712

WHEREAS, City of San Diego Engineering and Capital Projects, Owner/Permittee, filed an application with the City of San Diego for a permit to repair pilings via the Beach and repair and/or replace the damaged or deteriorating portions of the Crystal Pier including the timber piles, pile caps, joists, and bracing; within the Community of Pacific Beach (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 898084);

WHEREAS, the project site is located at 4500 Ocean Boulevard at the western end of Garnet Avenue in the Community of Pacific Beach, Council District Two;

WHEREAS, on March 10, 2014, the Development Services Department of the City of San Diego considered Site Development Permit No. 898084 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on October 22, 2013 the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15301 and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520, pursuant to Resolution No. CM-6409;

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

That the Development Services Department adopts the following written Findings, dated March 26, 2014.

FINDINGS:

Site Development Permit - Section 126.0504

(a) Findings for all Site Development Permits

(1) The proposed development will not adversely affect the applicable land use plan. Preservation of the Crystal Pier is identified as an important objective in the Pacific Beach Community Plan (PBCP). The pier is located on un-zoned beach and the land directly adjacent to the pier is designated as improved public park space on Figure 4 of the PBCP. The Parks and Open Space section of the Community Plan includes "...maintenance and safety of beach, park and bay recreational facilities within community..." as a goal of the PBCP. The plan also states that "public access to the public portion at the western end of Crystal Pier shall be maintained, considering security of the pier and public safety." Crystal Pier is identified as a vertical access point that should be maintained. Without addressing the identified maintenance needs proposed as part of this project, there is the potential that access out to the end of the pier would be restricted in order to protect public health and safety. Appendix F of the PBCP includes standards for the restoration and future development of the pier. Appendix F again recommends that "public access is to be maintained to the public portion of the pier, to the extent that it is practical with

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Exhibit K – Exhibit K - Revised Notice of Exemption, Coastal Development Permit, Site Development Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements



consideration to the overall security of the pier and public safety." Implementation of this project would support the goals of the PBCP.

(2) The proposed development will not be detrimental to the public health, safety, and welfare. The proposed project will protect the public health and safety by performing the repairs recommended in the condition evaluation report prepared by the City's engineering consultant, Atkins. The report identified many portions of the pier that are in critical need of repairs including structural components and decking surfaces for the top of the pier. The project proposes repair/replacement to damaged or deteriorating portions of the Crystal Pier including the timber piles, pile caps, joists and bracing. Implementation of this project will ensure that users of the pier, the beach area surrounding the pier and guests of the hotel will be protected from harm.

(3) The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code. The proposed development does not involve the construction of any new structures. The proposed project includes only repairs to the existing pier and these repairs will comply with all regulations of the Land Development Code. No deviations to the Land Development Code are required for construction of this project. The project proposes repair/replacement to damaged or deteriorating portions of the Crystal Pier including the timber piles, pile caps, joists and bracing. Damaged pilings, structural members and decking materials will be replaced "in-kind" to ensure that the aesthetics of the pier are unchanged. All proposed improvements will occur within the footprint of existing pier structure.

(b) Supplemental Findings--Environmentally Sensitive Lands

(1) The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands. The proposed development does not involve the construction of any new structures. The proposed project includes only repairs to the existing pier. Disturbance to environmentally sensitive lands in the form of beach will be temporary in nature and limited to construction access to perform the repairs. Appropriate Best Management Practices (BMP's) will be employed to protect the beach area during construction of this project.

(2) The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards. The proposed development does not involve the construction of any new structures. The proposed project includes only repairs to the existing pier. No new piles are proposed as part of this project. Existing pier piles will be reinforced by replacing damaged portions of the pile above the ground surface. Repair of the piles will involve cutting and removing the existing pile to a point 6 inches beyond the extent of visible deterioration. The remaining pile stub will be cut flat and drilled to allow for a threaded rod for pinning the new pile timber to the pile stub. A fiberglass jacket will be fitted around the pile connection joint and the jacket will be filled with hydro ester epoxy. The repair will also involve new bracing and "T" straps for the connection to the pile cap beams.

(3) The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands. The proposed development does not involve the construction of any new structures. The proposed project includes only repairs to the existing pier. Disturbance to environmentally sensitive lands in the form of beach will be temporary in nature and

Page 2 of 3

limited to construction access to perform the repairs. Appropriate Best Management Practices (BMP's) will be employed to protect the beach area during construction of this project.

(4) The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan. The project is not located within the City's Multiple Habitat Preservation Area (MHPA).

(5) The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply. The proposed development does not involve the construction of any new structures. The proposed project includes only repairs to the existing pier. Disturbance to environmentally sensitive lands in the form of beach will be temporary in nature and limited to construction access to perform the repairs. Appropriate Best Management Practices (BMP's) will be employed to protect the beach area during construction of this project.

(6) The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development. The project has been designed to limit the amount of disturbance to the beach and includes BMP's for the protection of water quality during construction. Additionally, construction activities and staging areas during construction of the project have been limited to protect the beach and beach users. The proposed project includes only repairs to the existing pier. Disturbance to environmentally sensitive lands in the form of beach will be temporary in nature and limited to construction access to perform the repairs.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Site Development Permit No. 898084 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 898084, a copy of which is attached hereto and made a part hereof.

Angela Nazareno

Development Project Manager **Development Services**

Adopted on: March 26, 2014

WBS No. B-13095.02.06

Exhibit K – Exhibit K - Revised Notice of Exemption, Coastal Development Permit, Site Development Permit and AL 63 | Page Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements

Page 3 of 3





EDMUND G. BROWN JA. BOVERNOR

MATTHEW RODRIQUEZ GEORATARY FOR ENVIRONMENTAL PROTECTION

California Regional Water Quality Control Board, San Diego Region

January 14, 2015

Certified Mail – Return Receipt Requested Article Number: 7009 1410 0002 2347 3506

Ms. Kerry Santoro City of San Diego 525 B Street, Suite 750 San Diego, California 92101 In reply/refer to: 802570: amonji

Subject: Clean Water Act Section 401 Water Quality Certification, No. R9-2014-0014 for the Crystal Pier Maintenance and Repair Project

Ms. Santoro:

Enclosed find Clean Water Act Section 401 Water Quality Certification No. R9-2014-0014 (Certification) issued by the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) in response to the application submitted by City of San Diego for the Crystal Pier Maintenance and Repair Project (Project) on January 6, 2014, located in the City of Pacific Beach, San Diego County. A description of the Project and Project location can be found in the Certification and site maps which are included as attachments to the Certification.

The City of San Diego is enrolled under State Water Resources Control Board Order No. 2003-017-DWQ as a condition of the Certification and is required to implement and comply with all terms and conditions of the Certification in order to ensure that water quality standards are met for the protection of wetlands and other aquatic resources. Failure to comply with this Certification may subject the City of San Diego to enforcement actions by the San Diego Water Board including administrative enforcement orders requiring the City of San Diego to cease and desist from violations or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative civil liability in amounts of up to \$10,000 per day per violation; referral to the State Attorney General for injunctive relief; and, referral to the District Attorney for criminal prosecution.

HENRY ABARBANEL, CHAIR | DAVID GIBSON, EXECUTIVE OFFICER

Ms. Kerry Santoro City of San Diego Certification No. R9-2014-0014

In the subject line of any response, please include reference number 802570: amonji. For questions or comments, please contact Alan Monji by telephone at (619) 521-3968 or by email at Alan.Monji@waterboards.ca.gov.

Respectfully,

Man W. A

DAVID W. GIBSON Executive Officer

Enclosure:

Clean Water Act Section 401 Water Quality Certification No. R9- 2014-0014 for the Crystal Pier Maintenance and Repair Project.

DWG:jgs:kd:dlb

CC:

U.S. EPA, OWOW, Region 9 R9-WTR8-Mailbox@epa.gov

State Water Resources Control Board, Division of Water Quality 401 Water Quality Certification and Wetlands Unit Stateboard401@waterboards.ca.gov

Ms. Kelly Dorsey San Diego Water Board Kelly.Dorsey@waterboards.ca.gov

Mr. Keith Merkel Merkel and Associates Kmerkel@merkelinc.com

Mr. Robert Smith U.S. Army Corps of Engineers Regulatory Branch Robert.R.Smith@usace.army.mil

Tech Staff Inf	o & Use
Certification No.	R9-2014-0014
Party ID	537145
WDID	9000002868
Regulatory ID	394533
Place ID	802570
Person ID	528889

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN DIEGO REGION

2375 Northside Drive, Suite.100, San Diego, CA 92108 Phone (619) 516-1990 • Fax (619) 516-1994 http://www.waterboards.ca.gov/sandiego/

Clean Water Act Section 401 Water Quality Certification and Waste Discharge Requirements for Discharge of Dredged and/or Fill Materials

PROJECT: Crystal Pier Maintenance and Repair Project Certification Number R9-2014-0014 WDID: 9000002868

Reg. Meas. ID: 394533 Place ID: 802570 Party ID: 537145 Person ID: 528889

APPLICANT: City of San Diego 525 B Street, Suite 750 San Diego, CA 92101

ACTION:

□ Order for Low Impact Certification	Order for Denial of Certification
 Order for Technically-conditioned	Waiver of Waste Discharge
Certification	Requirements
Enrollment in SWRCB GWDR	Enrollment in Isolated Waters Order
Order No. 2003-017-DWQ	No. 2004-004-DWQ

PROJECT DESCRIPTION

An application dated January 6, 2014 was submitted by the City of San Diego (hereinafter Applicant), for Water Quality Certification pursuant to section 401 of the Clean Water Act (33 U.S.C. § 1341) for the proposed Crystal Pier Maintenance and Repair Project (Project). The Applicant has also applied for a Clean Water Act Section 404 permit from the United States Army Corps of Engineers for the Project (Nationwide Permit No. 3).

The Project is located within the City of San Diego, San Diego County, California at 4500 Ocean Blvd. The Project center reading is located at latitude 32.7962 and longitude -117.2569. The Applicant has paid all required fees for this Certification in the amount of \$1,097.00. On July 24, 2014, the San Diego Water Board provided public notice of the Project application pursuant to California Code of Regulations, title 23, section 3858 by posting information describing the Project on the San Diego Water Board's web site and providing a period of twenty-one days for public review and comment. No comments were received.

The Applicant proposes to complete substantial structural repairs on Crystal Pier. The proposed work includes the repair of piles that have deteriorated structurally and the replacement of one missing pile. Pile repair will involve cutting and removing the existing pile to a point 6 inches beyond the extent of visible deterioration. This may include in-water work to remove existing deteriorated piles to a point where they are structurally sound for repair. The remaining pile stub will be cut flat and drilled to allow for a threaded rod for pinning the new pile timber to the pile stub. A fiberglass jacket will be fitted around the pile connection joint and the jacket will be filled with Hydro-Ester Marine Epoxy. The fiberglass jacket wills6 | Page Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements

San Diego County Pacific Ocean Crystal Pier Maintenance and Repair Project Certification No. R9-2014-0014

contain the liquid epoxy at the pile, allowing for final curing inside the tightly sealed jacket. The repair will also involve new bracing and "T" straps to connect the piles to the pile cap beams. Scaffolding will be installed beneath the pier, damaged bracing will be removed, and new bracing installed with new bolts. Braces that run across multiple piles will be replaced in sections from pile to pile, as needed.

The Project may also include the removal and off-site storage of the cottages currently located on top of the pier. As part of this work, utility service lines (water, gas, electrical) currently connected to the joists below the decking will need to be removed and replaced.

The Applicant has submitted final plans that include Best Management Practices (BMPs) to control discharges of pollutants and debris from the Project site. The Project is anticipated to occur during winter and spring to avoid summer season peak beach use. If the Project continues into summer, work will be restricted to under pier structure activities. Dredging is not permitted as part of the Project's repair activities.
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Attachments:

- 1. Definitions
- 2. Project Figures and Plans

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I. STANDARD CONDITIONS

Pursuant to section 3860 of title 23 of the California Code of Regulations, the following three standard conditions apply to <u>all</u> water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and chapter 28, article 6 (commencing with title 23, section 3867), of the California Code of Regulations.
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to California Code of Regulations title 23, section 3855 subdivision (b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under title 23, chapter 28 (commencing with section 3830) of California Code of Regulations and owed by the applicant.

II. GENERAL CONDITIONS

- A. Term of Certification. Water Quality Certification No. R9-2014-0014 (Certification) shall expire upon a) the expiration or retraction of the Clean Water Act section 404 (33 U.S.C. §1344) permit issued by the U.S. Army Corps of Engineers for this Project, or b) five (5) years from the date of issuance of this Certification, whichever occurs first.
- B. **Duty to Comply.** The Applicant must comply with all conditions and requirements of this Certification. Any Certification noncompliance constitutes a violation of the Water Code and is grounds for enforcement action or Certification termination, revocation and reissuance, or modification.
- C. General Waste Discharge Requirements. The requirements of this Certification are enforceable through Water Quality Order No. 2003-0017-DWQ, Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification (Water Quality Order No. 2003-0017-DWQ). This provision shall apply irrespective of whether a) the federal permit for which the Certification was obtained is subsequently retracted or is expired, or b) the Certification is expired. Water Quality Order No. 2003-0017-DWQ is accessible at: <u>http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/go_wdr401regulated_projects.pdf</u>.

- D. Project Conformance with Application. All water quality protection measures and BMPs described in the application and supplemental information for water quality certification are incorporated by reference into this Certification as if fully stated herein. Notwithstanding any more specific conditions in this Certification, the Applicant shall construct, implement and comply with all water quality protection measures and BMPs described in the application and supplemental information. The conditions within this Certification shall supersede conflicting provisions within the application and supplemental information submitted as part of this Certification action.
- E. Project Conformance with Water Quality Control Plans or Policies. Notwithstanding any more specific conditions in this Certification, the Project shall be constructed in a manner consistent with the Water Quality Control Plan, Ocean Waters of California (Ocean Plan), Basin Plan and any other applicable water quality control plans or policies adopted or approved pursuant to the Porter Cologne Water Quality Act (Division 7, commencing with Water Code Section 13000) or section 303 of the Clean Water Act (33 U.S.C §1313).
- F. **Project Modification**. The Applicant must submit any changes to the Project, including Project operation, which would have a significant or material effect on the findings, conclusions, or conditions of this Certification, to the San Diego Water for prior review and written approval. If the San Diego Water Board is not notified of a significant change to the Project, it will be considered a violation of this Certification.
- G. **Certification Distribution Posting.** During Project construction, the Applicant must maintain a copy of this Certification at the Project site. This Certification must be available at all times to site personnel and agencies. A copy of this Certification shall also be provided to any contractor or subcontractor performing construction work, and the copy shall remain in their possession at the Project site.
- H. **Inspection and Entry**. The Applicant must allow the San Diego Water Board or the State Water Resources Control Board (State Water Board), and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
 - 1. Enter upon the Project or Compensatory Mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Certification;
 - 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Certification;
 - 3. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Certification; and

4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or Water Code, any substances or parameters at any location.

- 6 -

- Enforcement Notification. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- J. **Certification Actions**. This Certification may be modified, revoked and reissued, or terminated for cause including but not limited to the following:
 - 1. Violation of any term or condition of this Certification;
 - 2. Monitoring results indicate that continued Project activities could violate water quality objectives or impair the beneficial uses of the Pacific Ocean;
 - 3. Obtaining this Certification by misrepresentation or failure to disclose fully all relevant facts;
 - 4. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge; and
 - 5. Incorporation of any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.

The filing of a request by the Applicant for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Certification condition.

- K. **Duty to Provide Information**. The Applicant shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Certification or to determine compliance with this Certification.
- L. **Property Rights**. This Certification does not convey any property rights of any sort, or any exclusive privilege.
- M. **Petitions**. Any person aggrieved by this action of the San Diego Water Board may petition the State Water Board to review the action in accordance with the California Code of Regulations, title 23, sections 3867 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Certification. Copies of the law and regulations applicable to filing petitions may be found on the Internet at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

III. BEST MANAGEMENT PRACTICES

- A. **Approvals to Commence Construction**. The Applicant shall not commence Project construction until all necessary federal, State, and local approvals are obtained.
- B. **Personnel Education.** Prior to the start of the Project, and annually thereafter, the Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and BMP implementation and maintenance measures.
- C. **Spill Containment Materials.** The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- D. Waste Management. The Applicant must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, state, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff. The storage, handling, treatment, or disposal of waste shall not create conditions of pollution, contamination or nuisance as defined in Water Code section 13050. Upon Project completion, all Project generated debris, building materials, excess material, waste, and trash shall be removed from the Project site(s) for disposal at an authorized landfill or other disposal site in compliance with federal, state and local laws and regulations.
- E. Waste Management. Except for a discharge permitted under this Certification, the dumping, deposition, or discharge of trash, rubbish, unset cement or asphalt, concrete, grout, damaged concrete or asphalt, concrete or asphalt spoils, wash water, organic or earthen material, steel, sawdust or other construction debris waste from Project activities directly into waters of the United States and or State, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited.
- F. **Hazardous Materials.** Except as authorized by this Certification, substances hazardous to aquatic life including, but not limited to, petroleum products, unused cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each Project activity involving hazardous materials.
- G. Beneficial Use Protection. The Applicant must take all necessary measures to protect the beneficial uses of waters of the Pacific Ocean. This Certification requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to surface waters occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately and the San Diego Water Board shall be notified in Page Exhibit K - Exhibit K - Revised Notice of Exemption, Coastal Development Permit, Site Development Permit and

accordance with Notification Requirement VI.A of this Certification. Associated Project activities may not resume without approval from the San Diego Water Board.

H. **BMP implementation.** At a minimum, the Applicant must implement the BMPs described in the *John S. Meek Company General Environmental Procedures* manual.

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IV. PROJECT IMPACTS

A. **Project Impacts.** Unavoidable Project impacts to the Pacific Ocean must not exceed 0.0017 acre (75 square feet).

V. MONITORING AND REPORTING REQUIREMENTS

- A. Final Project Completion Report. The Applicant must submit a Final Project Completion Report to the San Diego Water Board within 30 days of completion of the Project. The final report must include the following information:
 - 1. Date of construction initiation;
 - 2. Date of construction completion; and
 - 3. As-built drawings of the Project, no bigger than 11"X17".
- B. Reporting Authority. The submittal of information required under this Certification, or in response to a suspected violation of any condition of this Certification, is required pursuant to Water Code section 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13385.
- C. Electronic Document Submittal. The Applicant must submit all reports and information required under this Certification in electronic format via e-mail to <u>SanDiego@waterboards.ca.gov</u>. Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc and delivered to:

California Regional Water Quality Control Board San Diego Region Attn: 401 Certification No. R9-2014-0014:PIN 802570 2375 Northside Drive, Suite 100 San Diego, California 92108

Each electronic document must be submitted as a single file, in Portable Document Format (PDF) format, and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: Certification No. R9-2014-0014:PIN 802570.

- 1. For a corporation, by a responsible corporate officer of at least the level of vice president.
- 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
- 3. For a municipality, or a State, federal, or other public agency, by either a principal executive officer or ranking elected official.
- 4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

E. **Document Certification Requirements.** All applications, reports, or information submitted to the San Diego Water Board must be certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

VI. NOTIFICATION REQUIREMENTS

A. **Twenty Four Hour Non-Compliance Reporting.** The Applicant shall report any noncompliance which may endanger health or the environment. Any such information shall be provided orally to the San Diego Water Board within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken

Or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Page Exhibit K – Exhibit K – Revised Notice of Exemption, Coastal Development Permit, Site Development Permit and Clean Water Act Section 401 Water Quality Certification Crystal Pier Improvements

> San Diego Water Board, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

- B. Hazardous Substance Discharge. Except for a discharge which is in compliance with this Certification, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, shall as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the County of San Diego, in accordance with California Health and Safety Code section 5411.5 and the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.17), and immediately notify the State Water Board or the San Diego Water Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of section 13271 of the Water Code unless the Applicant is in violation of a Basin Plan prohibition.
- C. Oil or Petroleum Product Discharge. Except for a discharge which is in compliance with this Certification, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.1). This requirement does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Clean Water Act section 311, or the discharge is in violation of a Basin Plan prohibition.
- D. Anticipated Noncompliance. The Applicant shall give advance notice to the San Diego Water Board of any planned changes in the Project or the Compensatory Mitigation project which may result in noncompliance with Certification conditions or requirements.
- E. **Transfers.** This Certification is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:
 - 1. **Transfer of Property Ownership:** The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to, a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification

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to the San Diego Water Board within 10 days of the transfer of ownership.

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Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of this Certification in the event that a transferee fails to comply.

F. **Discharge Commencement**. The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.

VII. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

- A. The City of San Diego is the lead agency under the California Environmental Quality Act (Public Resources Code section 21000, et seq., (CEQA)), and promulgated a Notice of Exemption on October 8, 2013 under CEQA Guidelines Title 14, California Code of Regulations. The City of San Diego has determined the project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301 (Existing Facilities).
- B. The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code section 21069; CEQA Guidelines section 15381). The San Diego Water Board has independently determined that the Project is categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities), 15302 (Replacement/ Reconstruction), and 15331 (Historic Resources Restoration/Rehabilitation). The Project consists of maintenance of existing structures to restore structural stability, maintain public safety, does not expand the existing use of the structures, and will not have a significant effect on the environment.
- C. As a Responsible Agency under CEQA, the San Diego Water Board will file a Notice of Exemption in accordance with CEQA Guidelines section 15062.

VIII. SAN DIEGO WATER BOARD CONTACT PERSON

Alan Monji, Environmental Scientist Telephone: (619) 521-3968 Email: Alan.Monji@waterboards.ca.gov

IX. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **Crystal Pier Maintenance and Repair Project** (Certification Number R9-2014-0014) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, *"Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs),"* which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited to, and all proposed mitigation being completed in strict compliance with, the applicants' Project description and/or the description in this Certification, and (b) compliance with all applicable requirements of the Basin Plan.

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. R9-2014-0014 issued on January 14, 2015.

DÁVID W. GIBSON Executive Officer San Diego Water Board

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<u>14 Jan. 2015</u> Date

ATTACHMENT 1

DEFINITIONS

Activity - when used in reference to a permit means any action, undertaking, or project including, but not limited to, construction, operation, maintenance, repair, modification, and restoration which may result in any discharge to waters of the State.

Buffer - means an upland, wetland, and/or riparian area that protects and/or enhances aquatic resource functions associated with wetlands, rivers, streams, lakes, marine, and estuarine systems from disturbances associated with adjacent land uses.

California Rapid Assessment Method (CRAM) - is a wetland assessment method intended to provide a rapid, scientifically-defensible and repeatable assessment methodology to monitor status and trends in the conditions of wetlands for applications throughout the State. It can also be used to assess the performance of compensatory mitigation projects and restoration projects. CRAM provides an assessment of overall ecological condition in terms of four attributes: landscape context and buffer, hydrology, physical structure and biotic structure. CRAM also includes an assessment of key stressors that may be affecting wetland condition and a "field to PC" data management tool (eCRAM) to ensure consistency and quality of data produced with the method.

Compensatory Mitigation Project - means compensatory mitigation implemented by the Applicant as a requirement of this Certification (i.e., applicant -responsible mitigation), or by a mitigation bank or an in-lieu fee program.

Discharge of dredged material – means any addition of dredged material into, including redeposit of dredged material other than incidental fallback within, the waters of the United States and/or State.

Discharge of fill material – means the addition of fill material into waters of the United States and/or State.

Dredged material – means material that is excavated or dredged from waters of the United States and/or State.

Ecological Success Performance Standards – means observable or measurable physical (including hydrological), chemical, and/or biological attributes that are used to determine if a compensatory mitigation project meets its objectives.

Enhancement – means the manipulation of the physical, chemical, or biological characteristics of an aquatic resource to improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment – means the manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist. Creation results in a gain in aquatic resource area.

Fill material – means any material used for the primary purpose of replacing an aquatic area with dry land or of changing the bottom elevation of a water body.

Isolated wetland – means a wetland with no surface water connection to other aquatic resources.

Mitigation Bank – means a site, or suite of sites, where resources (e.g., wetlands, streams, riparian areas) are restored, established, enhanced, and/or preserved for the purpose of providing mitigation for impacts authorized by this Certification.

Preservation - means the removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/ historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Start of Project Construction - For the purpose of this Certification, "start of Project construction" means to engage in a program of on-site construction, including site clearing, grading, dredging, landfilling, changing equipment, substituting equipment, or even moving the location of equipment specifically designed for a stationary source in preparation for the fabrication, erection or installation of the building components of the stationary source within waters of the United States and/or State.

Uplands - means non-wetland areas that lack any field-based indicators of wetlands or other aquatic conditions. Uplands are generally well-drained and occur above (i.e., up-slope) from nearby aquatic areas. Wetlands can, however, be entirely surrounded by uplands. For example, some natural seeps and constructed stock ponds lack aboveground hydrological connection to other aquatic areas. In the watershed context, uplands comprise the landscape matrix in which aquatic areas form. They are the primary sources of sediment, surface runoff, and associated chemicals that are deposited in aquatic areas or transported through them.

Water quality objectives and other appropriate requirements of State law – means the water quality objectives and beneficial uses as specified in the appropriate water quality control plan(s); the applicable provisions of sections 301, 302, 303, 306, and 307 of the Clean Water Act; and any other appropriate requirement of State law.

EXHIBIT L

CONSTRUCTION PLANS

Exhibit L – Construction Plans Crystal Pier Improvements

PROJECT FIGURES AND PLANS CERTIFICATION No. R9-2014-0014

Project Location Map – Figure 3.1 & 3.2

Project Vicinity Map – Figure 1

Project Plans – T-1- - S-3.5

3.0 Location Map



Figure 3.1 – Area map of project site.



Figure 3.2 – Close location map of project site.

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Exhibit L - Construction Plans Crystal Pier Improvements







Exhibit L - Construction Plans Crystal Pier Improvements



Exhibit L - Construction Plans Crystal Pier Improvements







Exhibit L - Construction Plans Crystal Pier Improvements









Exhibit L - Construction Plans Crystal Pier Improvements

