

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Dick Miller, Inc.

ADDRESS: 930 Boardwalk Ste. H, San Marcos, CA 92078

TELEPHONE NO.: 760-471-6842

FAX NO.:

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

M. Calleran/A. James /egz

BIDDING DOCUMENTS



FOR

Del Mar Mesa Neighborhood Park

BID NO.: _____ K-16-1393-DBB-3-A
SAP NO. (WBS/IO/CC): _____ S-13023
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 1
PROJECT TYPE: _____ GB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

JULY 5, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

1/11/16

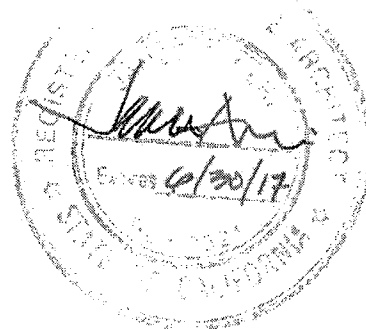
ENGINEER OF WORK

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

James Neri
1) Registered Landscape Architect

12/10/15
Date

Seal:



Elif Cetin
2) For City Engineer

12/14/15
Date

Seal

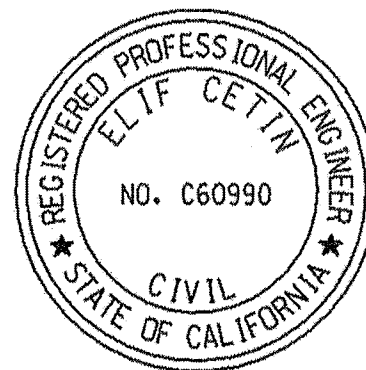


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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for the construction of a new 3.7 acre neighborhood park. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,250,000**.
4. **BID DUE DATE AND TIME ARE:** **JULY 5, 2016, at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract:
 - 6.1. The Contractor shall possess the following California State Contractor's licensing classification for this contract: **Class A**
 - 6.2. The Contractor shall be prequalified up to the total amount proposed, including any alternates or options, at the time of submission of the proposal.
 - 6.3. The Contractor's California State License and City of San Diego prequalification status as specified herein shall be valid at time of submission.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	5.0%
2.	ELBE participation	10.0%
3.	Total mandatory participation	15.0%
- 7.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 7.1.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.1.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a

good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

8.1. Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: JUNE 16, 2016
Time: 10:00 AM
Location: 1010 Second Avenue Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4.** The low Bid will be determined by Base Bid alone.
- 9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Clementina Giordano, Contract Specialist

OR:

CGiordano@sandiego.gov

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

11. ALTERNATES:

- 11.1. The alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it

desire to do so.

- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - 2.7.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
- <http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
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. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02

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

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

Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- 14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby

disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

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

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

22.1. This contract may be awarded to the lowest responsible and reliable Bidder.

22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.

22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening,

written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

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

24. THE CONTRACT:

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

- 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
25. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. 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.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. **PRE-AWARD ACTIVITIES:**

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dick Miller Inc. _____, a corporation, as principal, and
The Ohio Casualty 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
One Million Five Hundred Twenty-Six Thousand Five Hundred Sixty-Nine and 10/100 (\$1,526,569.10) for the faithful performance of the
annexed contract, and in the sum of One Million Five Hundred Twenty-Six Thousand Five Hundred Sixty-Nine and 10/100 for the
benefit of laborers and materialmen designated below. (\$1,526,569.10)

Conditions:

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

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

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

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

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

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

Dated July 18, 2016

Approved as to Form

Dick Miller Inc.

By Principal
F. B.

Glen Bullock- President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]
Deputy City Attorney

The Ohio Casualty Insurance Company

By Surety
[Signature]

Attorney-in-fact, Bart Stewart

Approved:

790 The City Drive South Ste. 250

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-3311

Local Telephone No. of Surety

Premium \$ 12,905.00

Bond No. 024062442

By [Signature]
Eleida Felix Yackel
Senior Contract Specialist
Public Works Contracts

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6725563

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves; Molly Cashman

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.



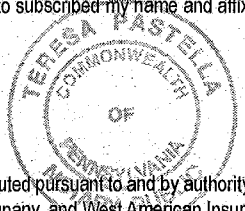
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of July, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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


State of California }

County of San Diego }

On 7/18/16 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project provides for the construction of a new 3.7 acre neighborhood park. Proposed improvements include a children's play area, a half-court basketball court, a comfort station, horse corral, picnic areas, parking area, turf, pathways, security lighting, landscaping, ADA compliant accessibility improvements and all other incidental work and appurtenances in accordance with Plans numbered 38551-01-D through 38551-29-D, inclusive and these Specifications.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **38551-01-D** through **38551-29-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

The vacant lot south of the east end of Little McGonigle Ranch Road on Carmel Mountain Road within the Del Mar Mesa Community.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including 120 calendar days for the Plant Establishment Period, shall be **250 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City selects an Awardee or rejects all Bids.
- 1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 - 1.** Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2.** Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3.** Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
 Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.

The particulars left blank in this sample such as the total number of phases, and the amounts assigned to each phase will be completed with funding specific information from the Pre-Award Schedule and subsequent Schedules submitted to and approved by the City.

BID NUMBER: _____

CONTRACT TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
	<u>Additional phases to be added</u>			
	<u>to this form as necessary.</u>			
Total				\$

Notes:

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

CITY OF SAN DIEGO

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Project Manager

Department Name: _____

Title: _____

Date: _____

Date: _____

END OF PHASED FUNDING SCHEDULE AGREEMENT

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its 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 BBO5), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all 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.

ATTACHMENT D
PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
 - 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and

1.9. 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.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

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 4:30 PM.**

SECTION 2 – SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

8. The Contractor shall provide six (6) complete submittal sets to the resident engineer for approval within (10) calendar days of notice to proceed. Submittals shall include working drawings, shop drawings, and supporting information including manufacturer catalog cuts, testing information, color, texture and finish samples (where required) for all the following specialty items:
- a) Materials: paving base materials, decomposed granite, mulch, soil amendments/fertilizers, and water, sewer, and storm drain pipe and structures.
 - b) Irrigation equipment: all equipment shown on irrigation schedule.
 - c) Play equipment: all equipment product data shown on the Play Equipment Schedule on the Plans.
 - d) Play surfacing: play sand, and resilient rubber surfacing and binder.
 - e) Furnishings: all furnishings shown on material schedule including; benches, picnic tables, shade structures, rail fence, chain link fence, gates, rock wall, barbecue/hot coal bins, trash receptacles, bike rack, drinking fountain, horse waterer, wheel stops, lighting.
 - f) Signage: disabled parking sign, stop sign, restroom signage, park identification sign.
 - g) Comfort station (Contractor to provide Deferred Submittal to the City Development Services Department in accordance with the requirement on the Plans. The submittal for the comfort station is not required within ten (10) calendar days of the notice to proceed, however, it shall be submitted in a timely manner that allows a minimum of 30 working days for initial plan review).

2-5.4.1 General. To the City Supplement, item 1, ADD the following:

These drawings shall also serve as work progress sheets, and the Contractor shall make neat and legible annotations, thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the resident engineer.

The Contractor shall dimension and label to the nearest foot from two permanent points of reference (walls, curbs, sidewalks, or road intersections, etc.), the location of all pressurized irrigation materials (backflow preventer, valves, mainline).

As-built irrigation plans. The Contractor shall provide a half-sized copy of the approved as-built irrigation plan(s), color coded by station and laminated in plastic, and shall mount the plan on the inside of each controller enclosure door prior to final acceptance of the project.

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Update Geotechnical Reconnaissance dated January 31, 2007 by Robert Prater Associates.

Contractor shall comply with said report.

5. The report listed above is available for your review in Appendix G or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that “control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control” until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation shall be performed by the City’s Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
 - b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and

II. ENVIRONMENTAL SETTING:

The Duck Pond Ranch site is located in the Del Mar Mesa Subarea in the northerly portion of the City of San Diego, east of Interstate 5 (see Figures 1 and 2). The project site is identified as parcels 44 and 59 in the *Del Mar Mesa Specific Plan - Ownership Patterns* exhibit (see Figure 3). Del Mar Mesa is Subarea V of the City's former North City Future Urbanizing Area (NCFUA) as designated by the General Plan.

The Del Mar Mesa Specific Plan area consists of 2,042 acres and is located in the northern portion of the City of San Diego, approximately 20 miles north of downtown San Diego and four miles inland from the Pacific Ocean. It is bounded by the community of Carmel Valley to the west and northwest, the Los Peñasquitos Canyon to the south, the community of Rancho Peñasquitos to the east, and Subareas III (Pacific Highlands Ranch) and IV (Torrey Highlands Ranch) to the north.

The subject 30.9-acre project site lies within the central portion of the Del Mar Mesa Subarea, just southeast of the intersection where Vine Road and Shaw Ridge Road meet. Planned residential single-family development will bound the project site to the west and north. Open space areas, part of the City's Multi-Habitat Planning Area (MHPA), abut the site to the east and south. Additionally, portions of the MHPA are located within the southern and eastern portions of the project site. Once completed, Carmel Mountain Road will be located along the western boundaries of the site.

The project site is designated for planned urbanizing and is zoned AR-1-1 (minimum 10-acre lots). The Del Mar Mesa Specific Plan designates the site for a community park and estate residential development. Estate residential areas are defined by the Del Mar Mesa Specific Plan as those restricted to single-family development with an overall density of one (1) dwelling unit per 2.5 acres. The Land Development Code allows areas within the Del Mar Mesa Specific Plan which are designated for estate residential development and zoned AR-1-1 to be developed at an overall density of one (1) dwelling unit per 2.5 acres. Portions of the site are also designated by the Specific Plan for inclusion within the City's MHPA as urban amenity and open space areas.

The project site lies within the coastal plains physiographic province. The western portion of the property lies on a mesa top and is generally level, with elevations ranging from 390 to 400 feet above mean sea level (AMSL). The eastern portion of the site is characterized by steep slopes as the mesa top extends to the bottom of a finger canyon of Los Peñasquitos Canyon. Elevations in this portion of the site range from about 260 feet (AMSL) in the canyon bottom to 390 feet (AMSL) at the top of the slope.

The project area currently consists of two parcels. The level portion of the site within the northern parcel was until recently used for agricultural purposes. Part of this parcel was formerly an olive grove and a few remnant olive trees remain. The level area within the

southern parcel is currently being used as horse stables. Given the previous disturbances within these areas of the site, no sensitive habitats remain. Native habitats do occur on the steep slopes on the eastern and central portions of the site and along the bottom of the finger canyon. Most of this area is identified as part of the City's Multi-Habitat Planning Area (MHPA) and would be dedicated in fee title to the City as part of project implementation. Additionally, the proposed boundaries of lots 7-11 extend into the MHPA. No development or brush management zones are proposed in these areas. In conformance with the requirements of the Multiple Species Conservation Program (MSCP), a covenant of easement would be recorded over this area. Two unvegetated channels mapped as *Waters of the U.S.* were identified on the site. The unvegetated channels are regulated by Section 404 of the Clean Water Act and Section 1600-1603 of the California Fish and Game Code. The drainage channels are located within the area demarcated for conservation and no impacts to either drainage would result.

III. BACKGROUND

In 1995, the San Diego City Council directed the City Manager to assume the lead in the preparation of the Del Mar Mesa Specific Plan and accompanying Environmental Impact Report (EIR). The Del Mar Mesa Specific Plan was prepared by the City of San Diego Community and Economic Development Department in cooperation with private consultants, residents, concerned citizens, public agencies and other interest groups. A Del Mar Mesa Specific Plan Master EIR (LDR No. 95-0353), was also prepared by the City of San Diego as Lead Agency under the California Environmental Quality Act (CEQA), and finalized on June 6, 1996. On July 30, 1996, the San Diego City Council adopted the Specific Plan for Del Mar Mesa and certified the Master EIR.

The adopted Specific Plan guides land use and development on approximately 2,042 acres of land in the Del Mar Mesa Subarea by providing land use designations, establishing development regulations, allocating density, providing for community facilities, establishing a circulation system and defining the boundaries of an open-space system. The Del Mar Mesa Specific Plan Master EIR analyzed the impacts that would potentially result from the development described in the Specific Plan.

The Duck Pond Ranch site is identified in the Del Mar Mesa Specific Plan and Master EIR (see Figures 2 and 3). The proposed uses (residential development, park site and open space areas) conform with the land uses for the subject site as designated under the adopted Specific Plan. Potential impacts associated with the implementation of the Plan were examined under the Master EIR. The Duck Pond Ranch project, as described in the subject block, is a subsequent project to the Del Mar Mesa Specific Plan and Master EIR.

IV. ENVIRONMENTAL ANALYSIS:

See attached Initial Study checklist.

V. DISCUSSION:

Land Use (Neighborhood Character/Aesthetics)

The proposed land uses are consistent with the adopted Del Mar Mesa Specific Plan land use designations. The Duck Pond Ranch development would be consistent with the estate residential land use designation, and the areas designated for inclusion into the MHPA (urban amenity and open space lots) conform with applicable land use documents, including the Master EIR and MSCP Plan. The residential development proposal for Duck Pond Ranch, which includes 12 residential lots, meets the residential estate density proposed in the Del Mar Mesa Specific Plan, and conforms with the density requirements of the underlying zone (AR-1-1) as well as the criteria of the Planned Development Permit. The housing structures would be constructed as custom homes in conformance with the *Duck Pond Ranch - Design Guidelines* which have been developed in accordance with the requirements of the Del Mar Mesa Specific Plan and underlying zoning. The *Duck Pond Ranch - Design Guidelines* are available for public review at the offices of LDR. Since the proposed development is consistent with the land use designations identified within the adopted Del Mar Mesa Specific Plan, no significant impacts have been identified and no mitigation is required.

Transportation/Traffic Circulation

A community-wide traffic study was done for the Del Mar Mesa Specific Plan by the City of San Diego Transportation Planning Section (March 1996). Based on the findings of the traffic study, a Subarea V Transportation Phasing Plan was developed.

The proposed residential development would generate approximately 120 daily trips (based on 10 daily trips per dwelling unit) and no additional traffic studies were required as part of the discretionary review of the project. The Duck Pond Ranch project is required to conform to the Del Mar Mesa Transportation Phasing Plan and the project-specific obligations are identified in Section V of the attached Findings. Implementation of these measures would reduce any potential traffic/circulation impacts from the project to below a level of significance.

No new traffic related impacts resulting from implementation of the Duck Pond Ranch project have been identified and no new mitigation measures are required.

Hydrology/Water Quality

The Del Mar Mesa Planning area is located within the Los Peñasquitos Hydrological Unit. A *Master Drainage Plan for Del Mar Mesa* (Latitude 33, 1997) was completed as part of the Master EIR analysis. The Master EIR concluded that development of the subarea would result in significant direct impacts to water quality. The direct significant

impacts identified were determined to be mitigable to below significance levels through the application of general mitigation measures outlined in the Master EIR. Additionally, the Master EIR anticipated that site-specific mitigation measures to deal with post-development runoff would be identified at the time of discretionary review and incorporated into subsequent projects.

The Duck Pond Ranch site is part of the Los Peñasquitos Hydrographic Unit. The site drains generally in a southern and eastern direction into Los Peñasquitos Canyon which eventually outlets into Los Peñasquitos Lagoon and the Pacific Ocean. Implementation of the Duck Pond Ranch project would result in direct significant impacts to water quality both during construction due to the amount of required grading and after construction given the increase in impermeable surfaces expected as a result of development. These direct impacts would be mitigated to below significant levels by incorporation of the mitigation requirements as listed in Section V of the attached Findings.

Construction-related impacts would be mitigated to below significant levels in accordance with the requirements of the Master EIR. A Storm Water Pollution Prevention Plan (SWPPP) and a Monitoring Program Plan would be developed and implemented during the construction phase. In accordance with the mitigation requirements, the location of erosion control devices would be shown on the final plans prior to issuance of grading permits. Implementation of the mitigation measures contained in the Master EIR would reduce impacts to water quality during construction to below significant levels.

Post-construction (operational) significant water quality impacts would be mitigated as detailed in Section V of the attached Findings. A *Duck Pond Ranch Storm Water Quality Management Plan* (RBF 2000) was completed for the proposed development. The study is available for public review at the offices of LDR. The *Runoff Management Plan* identifies a number of Best Management Practices (BMPs) to be incorporated into project design to ensure effective water quality management. The proposed site drainage has been designed to generally maintain the existing drainage patterns. Runoff from the site would be routed through vegetated swales prior to flowing into the natural draw within and adjacent to the site. Swales are designed to trap particulate pollutants, promote infiltration, and reduce the flow velocity of storm water runoff. Dissipating structures would be placed at the outlet of the drainage swales. Additionally, a desilting basin would be installed in the parcel to be reserved for future park development. Sediment and the constituents associated with sediment are the runoff pollutants most effectively controlled by desilting basins. The desilting basin would allow pollutants to settle out of the runoff water before this enters the public storm drain system. Because the effectiveness of the proposed BMPs is largely dependent on the proper maintenance of the drainage system, the applicant/permittee would be required to develop a Monitoring and Maintenance Program subject to the approval of the Environmental Review Manager.

Implementation of the mitigation measures as detailed in Section V of the attached Findings would reduce direct significant impacts to water quality (both short term impacts associated with construction activities and long-term impacts due to operation) to below significant levels as anticipated by the Master EIR. No new impacts to hydrology/water quality are expected to result from implementation of the Duck Pond Ranch project and no new mitigation measures are required.

Biological Resources

A biological survey and report, *Biological Resources Report* (Dudek 1995) were completed as part of the Del Mar Mesa Specific Plan Master EIR. Surveys were conducted from February to April in 1993 with follow-up surveys from October to December of 1995. The study, however, did not identify the specific impacts of subsequent projects. In conformance with the requirements of the Master EIR, a *Biological Resources Report for the Levitt-Del Mar Mesa Property* (Affinis 2000) was completed to determine the impacts specific to the subject project. The report is available for public review at the offices of LDR.

Based on the current survey results, three native plant communities were mapped on-site. These include chamise chaparral (5.5 acres), southern maritime chaparral (7.4 acres), and southern mixed chaparral (1.5 acres). Del Mar Manzanita (*Arctostaphylos glandulosa* var. *crassifolia*), which is federally listed as endangered, was observed on site. Del Mar sand aster (*Corethrogyne filaginifolia* var. *linifolia*) was mapped in several locations on the northern half of the property. Approximately 12 San Diego barrel cactus (*Ferocactus viridescens*), occur in the southern maritime chaparral on the eastern portion of the site. All three species are covered under the MSCP. Additionally, summer holly (*Comarostaphylus diversifolia*) and California adolphia (*Adolphia californica*) were also observed on site. These species are not covered by the MSCP and have no state or federal protection, but are considered to be sensitive species by the California Native Plant Society. No narrow endemic species as listed in the MSCP were detected or expected on site based on the results of the current survey and previous surveys.

It should be noted that the proposed grading footprint for the Duck Pond Ranch encroaches into the MHPA beyond the limits of grading anticipated as part of the Master EIR. The proposed MHPA boundary adjustment would permit the encroachment area (0.25 acres of southern maritime chaparral) to be removed from the MHPA while allowing the inclusion of another 0.25 acres of southern maritime chaparral (included within the development footprint delineated in the Master EIR) into the MHPA. As required under the MSCP Plan, an equivalency analysis of the proposed MHPA boundary adjustment is included in the *Biological Resources Report*. The analysis considers the effects of the proposed MHPA habitat exchange on the status of conserved habitats, sensitive species, habitat linkages, and preserve configuration. Based on this analysis, the exchange would result in the same or higher biological value within the preserve.

According to the MSCP Plan, adjustments to the boundaries of the preserve which would result in the same or higher biological value within the preserve can be made without the need to amend the MSCP or Subarea Plan.

The majority of the development would occur in the areas already developed and disturbed (14.3 acres). However, the project as proposed would impact 1.1 acres of chamise chaparral, 1.4 acres of southern mixed chaparral and 1.6 acres of southern maritime chaparral. These impacts are considered significant and warrant mitigation. Given the proposed MHPA boundary adjustment, all of these impacts are considered to occur outside of the MHPA.

The Master EIR anticipated that all significant direct impacts would be mitigated to below significant levels. The Master EIR requires a mitigation ratio of 2:1 for impacts to coastal sage scrub and requires all other significant habitat types (except wetlands and southern maritime chaparral) to be mitigated at a 1:1 ratio. However, it is acknowledged in the Master EIR that "mitigation requirements may be revised based on adopted ordinances or plans in place at the time of future projects, including the MSCP." The MSCP was adopted by the San Diego City Council on July 17, 1997 and therefore the Duck Pond Ranch project is now subject to the MSCP mitigation requirements.

The proposed development would also impact the following sensitive plant species:

-California adolphia: Up to three individual plants of this species may be impacted in the central portion of the property while an additional 4-6 plants would be preserved in open space. The Master EIR anticipated that development of the subarea would likely impact 10% of the overall subarea population estimated at 1,000 individuals. The Master EIR also noted that large numbers of these species would be preserved within Los Peñasquitos Canyon Preserve.

-Del Mar aster: Based on the current survey it is estimated that several hundred individuals occur on site. All of these would be impacted by the project. The Master EIR anticipated that 80% of the population of this species within the subarea would be lost to development. This species is covered under the MSCP and is considered adequately conserved under the MSCP habitat-based mitigation requirements.

-Del Mar manzanita: Site development would impact an estimated six plants out of an estimated on-site population exceeding 60 individuals. The Master EIR anticipated a 10% loss of this species due to the development of the subarea. This species is also covered under the MSCP and is considered to be adequately conserved.

-San Diego barrel cactus: Approximately 12 individuals would be impacted. This is an MSCP covered species and is therefore considered to be adequately conserved.

All direct habitat impacts would be mitigated on-site by preservation of the remaining habitat within the MHPA boundaries as envisioned by the Del Mar Mesa Specific Plan and Master EIR. The urban amenity lot (0.6 acre) and the open space lot (10.2 acres), both within the City's Multi-Habitat Planning Area (MHPA), would be dedicated in fee title to the City. Impacts to 1.6 acres of southern maritime chaparral (Tier I) would be mitigated by the preservation of 5.8 acres of the same habitat. Likewise, impacts to 1.1 acres of chamise chaparral and 1.4 acres of southern mixed chaparral (Tier III habitats) would be mitigated by the preservation of 4.5 acres of similar tier habitat (4.4 acres of chamise chaparral and 0.1 acre of southern mixed chaparral).

Additionally, it should be noted that two unvegetated channels mapped as *Waters of the U.S.* were identified on the site. The unvegetated channels are regulated by Section 404 of the Clean Water Act and Section 1600-1603 of the California Fish and Game Code. The drainage channels are located within the area demarcated for conservation and no impacts to either drainage would result.

All of the significant direct impacts of the Duck Pond Ranch project would be mitigated to below levels of significance in accordance with the requirements of the Master EIR and MSCP Plan as detailed in section V of the attached Findings. No new impacts to biological resources are expected to result from implementation of the project and no new mitigation measures are required.

Landform Alteration/Visual Quality

The proposed project would require approximately 36,000 cubic yards of balanced grading over 17.3 acres of the site (59.5% of the total site acreage). Implementation of the project as proposed would result in manufactured cut and fill slopes with a maximum height of 30 and 20 feet respectively. The proposed design would also require 8 retaining walls which would not exceed 5 feet at their highest point. The walls are needed to accommodate brush management zones within the required slope gradients and outside of the MHPA (as required by the Del Mar Mesa Specific Plan).

Given that manufactured slopes are highly susceptible to erosion, the landscape concept plan includes provisions for the revegetation of all manufactured slopes in accordance with the requirements of the Del Mar Mesa Specific Plan and the City's *Landscape Standards*.

In accordance with the requirements of the Specific Plan, the proposed retaining walls would be screened with plant materials. Additionally, contour grading techniques would be applied on manufactured slopes abutting the MHPA. Implementation of the project-specific mitigation measures detailed in Section V of the attached Findings would reduce some of the direct significant impacts due to landform alteration anticipated by the Master EIR. Development of the site, however, would contribute to the unmitigated impacts to

landform alteration and visual quality identified in the Master EIR. These unmitigated impacts were addressed as part of the CEQA Findings completed when the Subarea Plan was approved by the City Council. No new impacts to landform alteration and/or visual quality are expected to result from implementation of the Duck Pond Ranch project and no new mitigation measures are required.

Public Safety

The project site may be subject to disease vectors (e.g. mosquitos) associated with water quality devices which result in the impoundment of water (such as detention ponds). The risk from disease vectors is considered significant and mitigation measures are required to reduce potential impacts in accordance with the analysis and requirements of the Master EIR.

As a condition of project approval, the applicant would implement disease vector control measures as outlined in detail in Section V of the attached Findings. Implementation of these measures would reduce potential adverse project impacts from disease vectors to below a level of significance.

Geology/Soils

The project site is located in a seismically active region of California, and therefore, the potential exists for geologic hazards, such as earthquakes and ground failure. The project site is assigned Geologic Hazard Ratings of 23 (Friars - slide prone formation, neutral or favorable geologic structure, low to moderate risk), 51 (level mesas, nominal risk) and 53 (level or sloping terrain, unfavorable geologic structure, low to moderate risk) according to the City of San Diego Seismic Safety Study (1995).

Two geotechnical investigations were undertaken to assess geologic conditions at the site and provide recommendations. The submitted reports, *Geotechnical Investigation for the Schmid/ Del Mar Mesa Property* (Geocon 1999), and *Geotechnical Investigation for Levitt/Del Mar Mesa Subdivision* (Robert Prater Associates 2000) are available for public review at the offices of LDR. Based on City staff review, the reports have adequately addressed geotechnical conditions potentially affecting the project site and no further mitigation is required.

Proper engineering design of all new structures, to be verified at the building permit stage, would ensure that the potential for geologic impacts from regional hazards is minimal. As no significant geology/soils impacts have been identified, no mitigation is required.

Natural Resources/Agriculture

The Master EIR anticipated that implementation of the Del Mar Mesa Specific Plan could result in the unmitigated loss of prime agricultural land as defined by the Soil Conservation Service and the California Department of Conservation. The proposed project site does not consist of land considered to be of prime agricultural importance as identified in the Master EIR. No significant impacts to agricultural resources would result from implementation of the proposed project.

The Master EIR also concluded that implementation of the Specific Plan would result in unmitigated significant impacts to mineral resources as development and open space conservation would preclude future extraction of these resources. The Duck Pond Ranch site is mapped within Mineral Resource Zone 2 (areas where adequate information indicates that significant mineral resources are present or where it is judged that a high likelihood of their presence exists) and Mineral Resource Zone 3 (areas containing mineral deposits, the significance of which cannot be evaluated from available data). The loss of mining opportunities was considered mitigable only through the adoption of the "No Project" Alternative. These unmitigated impacts were addressed as part of the CEQA Findings completed when the Specific Plan was adopted by the City. The project would not result in any impacts to natural resources beyond those identified and disclosed as part of the Master EIR. No mitigation would be required.

Historical Resources

The Del Mar Mesa project area was originally surveyed for cultural resources by Gallegos and Associates in 1995 and 1996. No archaeological resources were recorded within the Duck Pond Ranch site at that time. One farmstead site (P-37-014360) was recorded and mapped as extending about 25 feet into the project area. An updated survey of the Duck Pond Ranch site was conducted in April of 1999 and July of 2000 in accordance with the requirements of the Master EIR. The recent survey and subsequent testing program were conducted based on the recommendations of the earlier Gallegos study and the City's *Historical Guidelines*. The results of the field investigation are documented in the report, *Archaeological Resources Inventory and Testing Results for the Levitt Del Mar Mesa Property* (Affinis 2000). The survey report is available for public review in the offices of LDR.

No evidence of the farmstead site was found within the property during the surface investigation. In consultation with City staff, a testing program was developed to determine whether site materials were present at subsurface levels. Two 1-meter by 1-meter test units were excavated in January of 2000 in the project areas previously mapped as located within the farmstead site. Both units were totally devoid of cultural materials.

According to the Affinis report, the testing of historic sites that exhibit no surface

evidence is problematic. The features that would be expected at such a site (e.g., privies, trash pits, foundations) are small and discrete. They can be easily missed by subsurface explorations. As such, no evidence during testing does not rule out the existence of the previously recorded site. Based on the available information, the City's *Historical Guidelines* and CEQA criteria, the project archaeologist determined that the farmstead site, while not relocated, may potentially contain artifacts that could answer valid scientific questions on the lifestyle of rural district farming communities during the late nineteenth and early twentieth centuries. As such, the site is potentially eligible for listing in the California Register and potentially significant under CEQA. The project archaeologist concluded that given the potential for significant impacts, a requirement for monitoring of ground disturbance in and around the areas where the site is thought to be located would be warranted.

The requirement for archaeological monitoring during grading in and around the affected portions of the site, as described in the Affinis report, has been incorporated into Section V of the attached Findings. It is anticipated that mitigation would be accomplished through documentation of any features encountered, cataloging and analysis of any historical materials collected, development and implementation of a data recovery program if needed and preparation of a report detailing methods and results of the monitoring program. Implementation of the mitigation measures would reduce the project's impacts to below a level of significance. No new impacts to historical resources are expected to result from implementation of the project and no new mitigation measures are required.

Paleontological Resources

The Master EIR anticipated that potentially significant impacts to paleontological resources would be mitigated to below levels of significance by incorporation of a monitoring program during grading operations of subsequent projects. The need for paleontological monitoring would be based on site specific conditions and would be determined during the discretionary review process.

The Duck Pond Ranch site is underlain by deposits associated with the Stadium Conglomerate and Scripps and Friars formations (Kennedy, 1975), all of which are assigned a high resource sensitivity rating based on the City's *Paleontological Guidelines*. Given the proposed grading quantities and maximum depth of excavation, potential impacts to paleontological resources have been identified. In order to mitigate these potential impacts, a monitoring and reporting program for paleontological resources has been incorporated into the project in conformance with the requirements of the Master EIR and the City's current *Paleontological Guidelines*. The mitigation measures would be implemented as outlined in Section V of the attached Findings. The program would include monitoring of grading activities by a qualified professional as defined by the City's *Guidelines* along with recovery and curation of fossils encountered during

excavation. Implementation of these mitigation measures would reduce potentially significant impacts to paleontological resources to below significant levels. The Duck Pond Ranch project would not result in any impacts to paleontological resources beyond those identified in the Master EIR and no new mitigation is required.

Public Facilities and Services

Schools

The project is located within the jurisdiction of the Del Mar Union School District, which is currently operating at or above capacity. Buildout of the twelve homes within the Duck Pond Ranch subdivision would be expected to add approximately 5.7 children to the Del Mar Union School District (12 homes x a 0.471 multiplier). The Master EIR requires payment of school mitigation costs and/or participation in a Mello-Roos Community Facilities District for all projects within the Del Mar Mesa Specific Plan area because the affected schools are already at or above capacity. This requirement has been incorporated into the project as a mitigation measure which is detailed in Section V of the attached Findings. No new impacts related to the school district are expected to result from implementation of the Duck Pond Ranch project and no new mitigation measures are required.

Fire Protection

According to the Master EIR, the added fire protection requirements accompanying development of the Subarea (when considered in conjunction with other proposed, planned and likely developments in the area) would create sufficient demand to require fire protection facilities beyond those existing in the vicinity of the Pacific Highlands Ranch community.

In accordance with the requirements of the Master EIR, the applicant would be required to demonstrate that a six-minute response time can be achieved for all portions of the proposed development. For any portions of the development where the six-minute response time can not be achieved, the applicant/permittee would be required to incorporate a sprinkler system into the design of any affected units. These requirements are contained in section V of the attached Findings. No additional significant impacts related to fire safety have been identified and no other mitigation measures are therefore required.

Water and Sewer Service

The Master EIR concluded that development of the community could result in potentially significant impacts to water and sewer facilities. These impacts were anticipated to be mitigated to below significant levels by incorporation of mitigation measures into subsequent projects. These mitigation measures require that developers submit studies

identifying the necessary facilities to serve their proposed developments, and construct these facilities prior to operation of any proposed projects.

The Duck Pond Ranch project is subject to the above noted requirements and development of the required water and sewer service facilities required to serve the project are conditions of the proposed development. The required facilities are subject to the approval of the Water Department Director, the Metropolitan Wastewater Department Director and the City Engineer as noted in Section V of the attached Findings.

The subject project would not result in any impacts related to water and sewer services beyond those analyzed in the Master EIR, and no new mitigation is required.

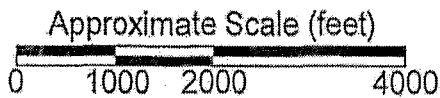
IV. RECOMMENDATION:

On the basis of this initial evaluation:

The Duck Pond Ranch project was described in the Del Mar Mesa Specific Plan Master Environmental Impact Report (Master EIR LDR No. 95-0353) and is considered a subsequent project to said document. The subject project has been determined to be within the scope of the Master EIR and its implementation is not expected to result in any additional significant impacts beyond those examined in the Master EIR. Pursuant to Section 21157.1 (c) of the Public Resources Code, all applicable mitigation measures set forth in the Master EIR have been incorporated into the proposed project. In accordance with Section 15177 of the Public Resources Code, Findings pursuant to the Master EIR should be prepared.

Analyst: Barreiros

Attachments: Figure 1 - Location Map
Figure 2 - Del Mar Mesa Specific Plan - Proposed Land Uses
Figure 3 - Del Mar Mesa Specific Plan - Ownership Patterns
Figure 4 - Site Plan



Base: U.S.G.S. topographic map titled "Del Mar, California," dated 1967, photorevised 1975

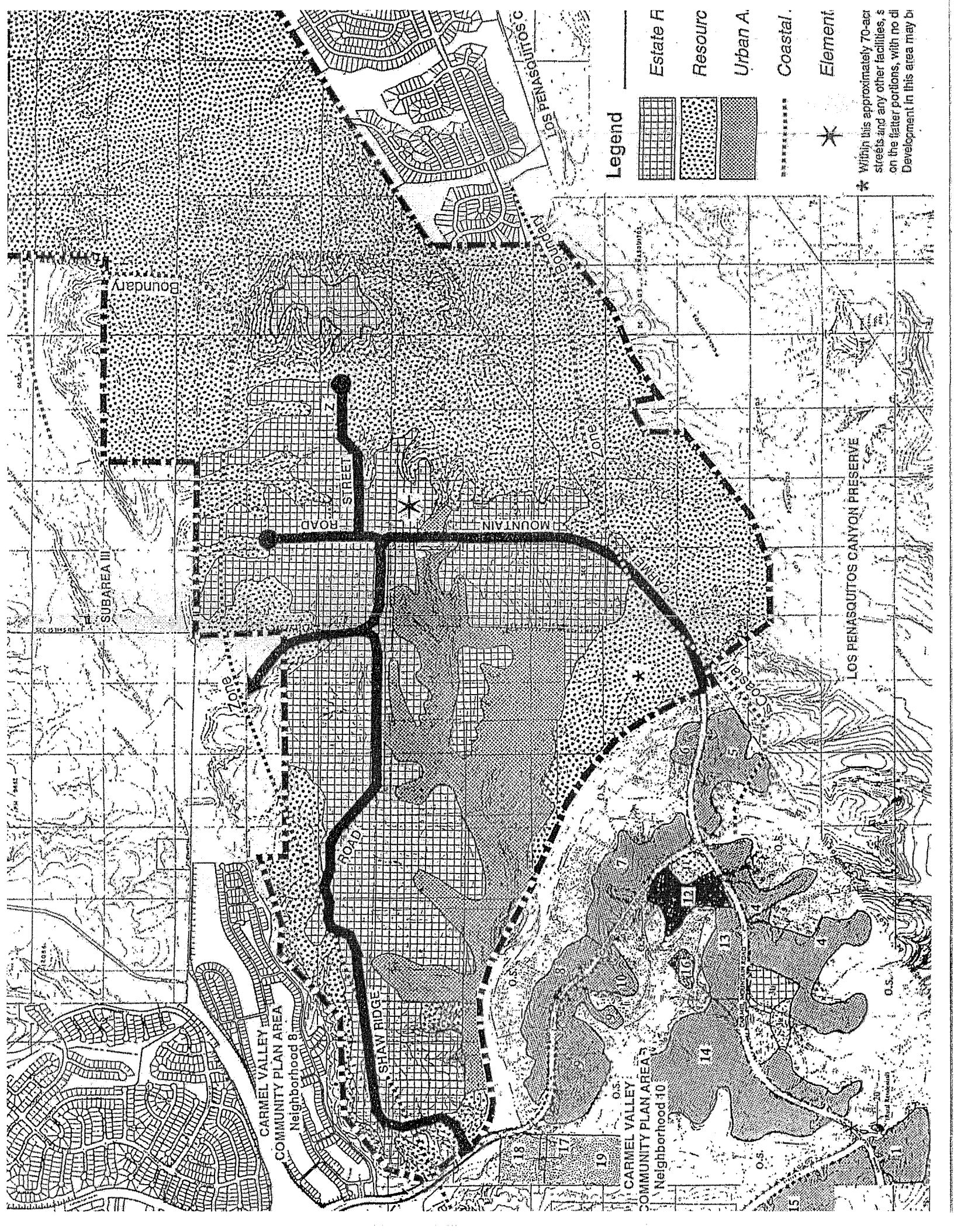


LOCATION MAP



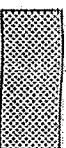

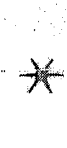
Environmental Analysis Section

CITY OF SAN DIEGO • PLANNING & DEVELOPMENT REVIEW

Figure
1



Legend

-  Estate F
-  Resource
-  Urban A
-  Coastal
-  Element

* Within this approximately 70-acre streets and any other facilities, s on the latter portions, with no di Development in this area may be

SUBAREA III

Boundary

CARMEL VALLEY
COMMUNITY PLAN AREA
Neighborhood 8

SHAW RIDGE
ROAD

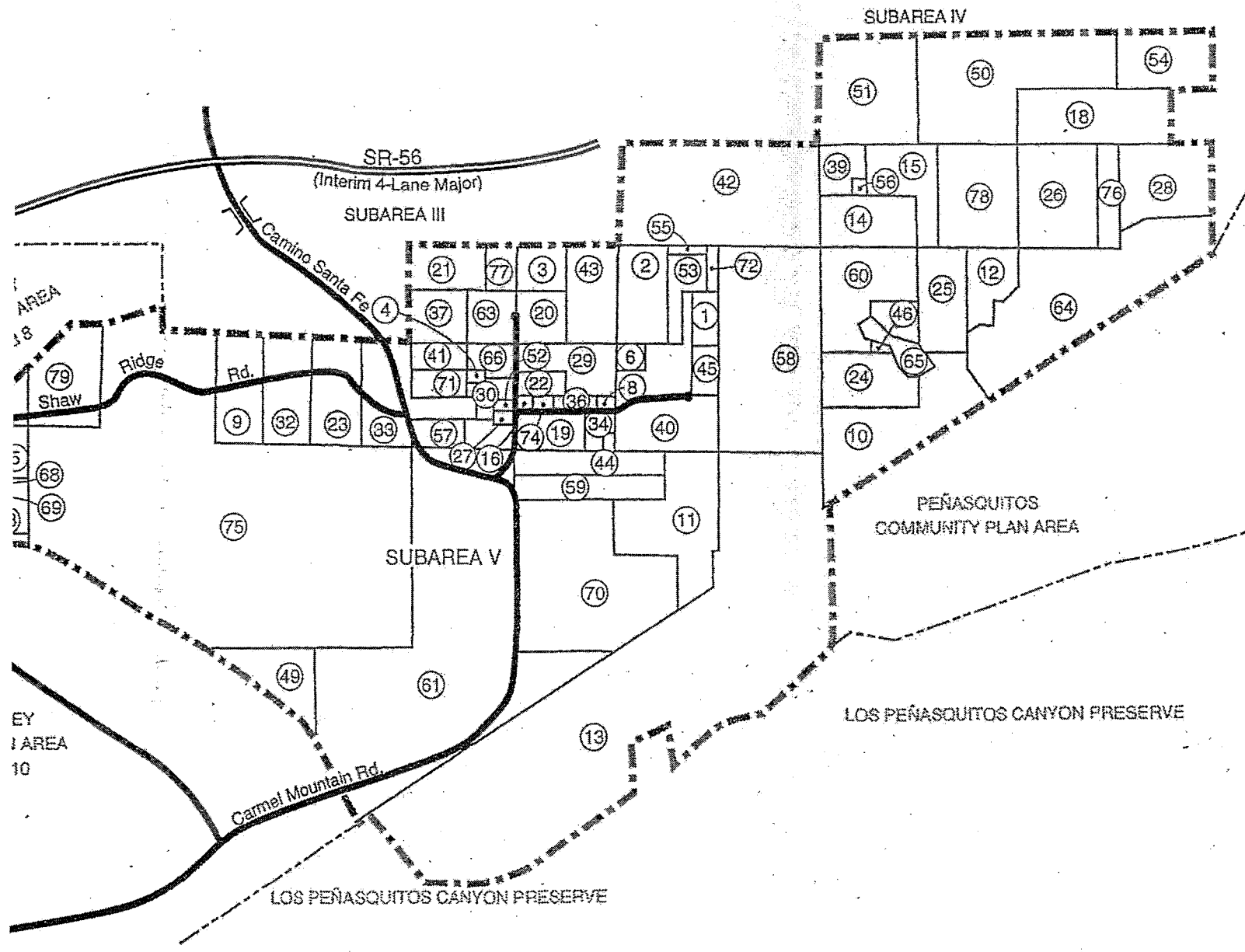
MOUNTAIN
ROAD

CARMEL VALLEY
COMMUNITY PLAN AREA
Neighborhood 10

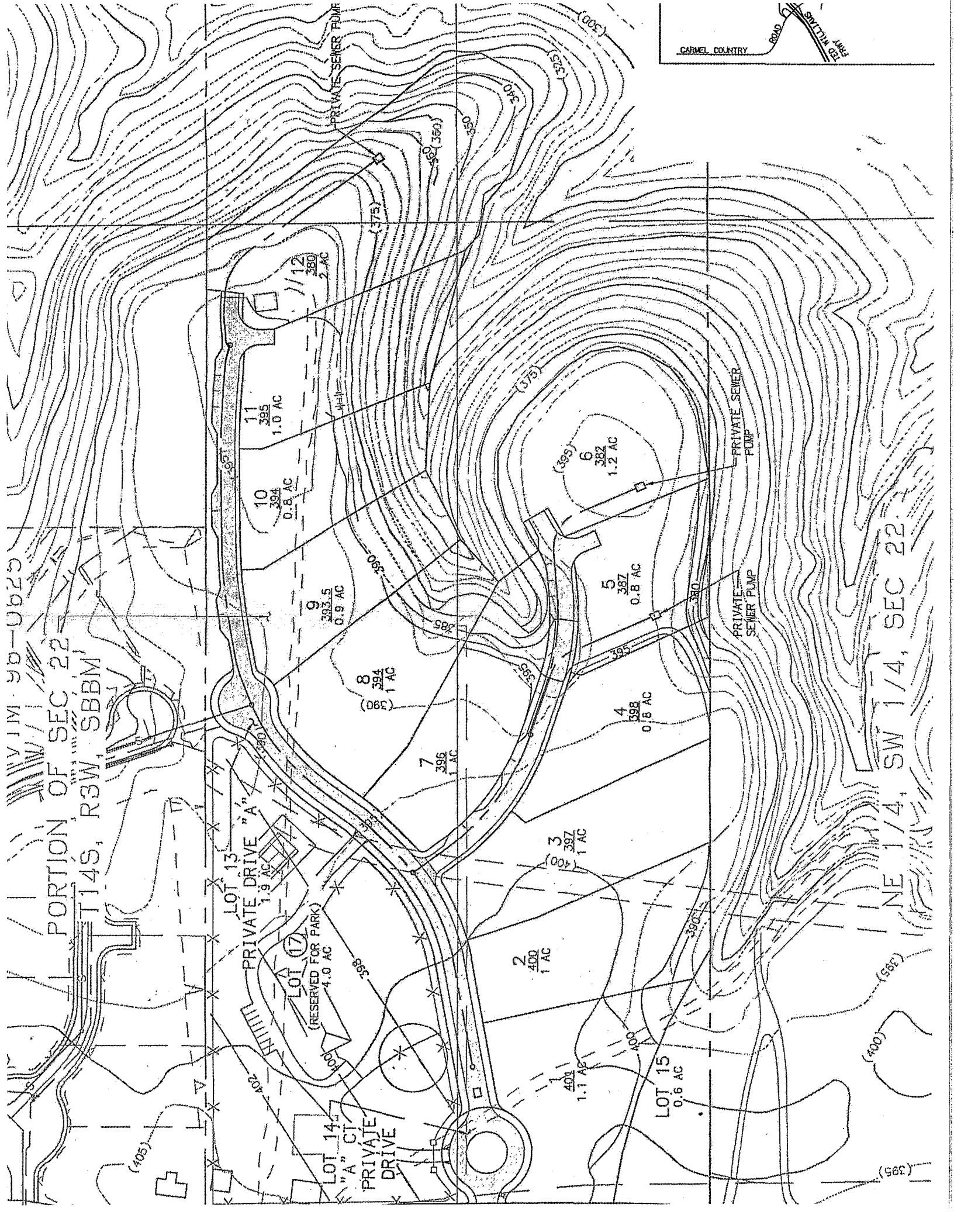
LOS PENASQUITOS CANYON PRESERVE

LOS PENASQUITOS C

Scale
1" = 20'
North Arrow
(Not to Scale)



Area No.	APN	Approx. Plan Ac.	Area No.	APN
1	308-020-10	5.0	30	308-021
2	308-020-07	20.0	31	307-04
	308-020-06	10.0	32	308-01
3	308-020-43	10.0	33	308-02
4	308-020-64	1.0		308-02
5	307-041-12	5.0		308-02
6	308-020-64	2.5		308-01
7	307-041-09	8.0	34	308-02
8	308-020-59	1.0	35	307-04
9	308-010-15	19.5		307-04
10	309-010-14	47.9	36	308-02
	309-010-13		37	308-02
	309-010-24		38	307-04
11	308-021-05	34.9		307-04
	308-021-04		39	306-05
12	309-010-28	12.3	40	308-02
	309-010-26			308-02
13	308-021-08	251.5		308-02
	308-021-06		41	308-02
	308-021-07		42	305-04
	308-041-05		43	308-02
	308-031-06			308-02
14	306-050-12	20.0		308-02
15	306-050-11	17.5	44	308-02
16	308-020-66	1.0		308-02
17	307-041-08	1.2	45	308-02
18	306-050-21	30.0	46	309-01
	306-050-07		47	307-04
19	308-020-74	15.2	48	307-04
	308-020-57		49	308-03
20	308-020-41	10.0	50	308-05
21	308-020-01	15.0	51	306-05
22	308-020-22	5.0	52	308-02
23	308-010-16	19.6	53	308-02
24	309-010-15	18.7		308-02
25	309-010-02	20.0		308-02
26	306-050-29	32.3	54	306-05
27	308-020-73	1.3	55	308-02
28	306-050-30	29.4	56	306-05
29	308-020-23	15.0	57	308-02
			58	308-02
				308-02
			59	308-02



III. ENVIRONMENTAL ANALYSIS:

This Initial Study checklist is designed to identify the potential for significant environmental impacts which could be associated with a project. All answers of "yes" and "maybe" indicate that there is a potential for significant environmental impacts and these determinations are explained in Section V of the Initial Study.

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
A. <u>Geology/Soils.</u> Will the proposal result in:			
1. Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards? <u>There are no mapped active or potential faults within the project area. Proper engineering design of all new structures, to be verified at the building permit stage, would ensure that the potential for geologic hazards is minimal.</u>	___	___	<u>X</u>
2. Any increase in wind or water erosion of soils, either on or off the site? <u>Mitigation measures required. See Initial Study (IS) and Mitigation, Monitoring and Reporting Program (MMRP).</u>	___	<u>X</u>	___
B. <u>Air.</u> Will the proposal result in:			
1. Air emissions which would substantially deteriorate ambient air quality? <u>The proposed project consists of residential, recreational (urban amenity), and habitat conservation (open space) uses and would not generate air emissions.</u>	___	___	<u>X</u>
2. The exposure of sensitive receptors to substantial pollutant concentrations? <u>The proposed uses are recreational and residential and would not generate pollutants.</u>	___	___	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
3. The creation of objectionable odors? <u>The proposed uses would not generate odors.</u>	—	—	<u>X</u>
4. The creation of dust? <u>Temporary during construction.</u>	—	—	<u>X</u>
5. Any alteration of air movement in the area of the project? <u>Implementation of the proposed project is not expected to result in any alterations to air movement.</u>	—	—	<u>X</u>
6. A substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally? <u>Implementation of the proposed project would not affect ambient conditions.</u>	—	—	<u>X</u>
C. <u>Hydrology/Water Quality.</u> Will the proposal result in:			
1. Changes in currents, or the course or direction of water movements, in either marine or fresh waters? <u>Existing drainage patterns would generally be maintained. See IS discussion.</u>	—	—	<u>X</u>
2. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff? <u>The project would result in an increase in impervious surfaces. See IS discussion and MMRP.</u>	—	<u>X</u>	—
3. Alterations to the course or flow of flood waters? <u>Project site is outside of the 100-year floodplain.</u>	—	—	<u>X</u>
4. Discharge into surface or ground waters, or in any alteration of surface or ground water quality, including, but not limited			

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
to temperature, dissolved oxygen or turbidity? <u>Stormwater Pollution Prevention Plan and implementation of Best Management Practices during construction and operation required. See IS discussion and MMRP.</u>	—	<u>X</u>	—
5. Discharge into surface or ground waters, significant amounts of pesticides, herbicides, fertilizers, gas, oil, or other noxious chemicals? <u>With the incorporation of the required Best Management Practices (BMPs), project implementation would not result in any significant harmful discharges into surface and ground waters. See IS discussion and MMRP.</u>	—	—	<u>X</u>
6. Change in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake? <u>See C-4.</u>	—	<u>X</u>	—
7. Exposure of people or property to water related hazards such as flooding? <u>See C-3.</u>	—	—	<u>X</u>
8. Change in the amount of surface water in any water body? <u>The project as proposed would not significantly affect the amount of water affecting any water body.</u>	—	—	<u>X</u>
 D. <u>Biology.</u> Will the proposal result in:			
1. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals? <u>Significant impacts would require mitigation. See IS discussion and MMRP.</u>	—	<u>X</u>	—

	Yes	Maybe	No
2. A substantial change in the diversity of any species of animals or plants? <u>Project implementation would not result in substantial changes to the diversity or animal and/or plant species. Mitigation is required for impacts to sensitive habitats.</u>	—	—	<u>X</u>
3. Introduction of invasive species of plants into the area? <u>All landscaping proposed meets the requirements of the Del Mar Mesa Specific Plan, and applicable City-Wide Landscape Regulations, and Land Development Manual Landscape Standards.</u>	—	—	<u>X</u>
4. Interference with the movement of any resident or migratory fish or wildlife species? <u>No such resources on-site.</u>	—	—	<u>X</u>
5. An impact on a sensitive habitat, including, but not limited to streamside vegetation, oak woodland, vernal pools, coastal salt marsh, lagoon, wetland, or coastal sage scrub or chaparral? <u>Impacts to sensitive species would be mitigated to below significant levels. See IS discussion and MMRP.</u>	—	<u>X</u>	—
6. Deterioration of existing fish or wildlife habitat? <u>No such resources on site. See IS discussion.</u>	—	—	<u>X</u>
E. <u>Noise.</u> Will the proposal result in:			
1. A significant increase in the existing ambient noise levels? <u>The proposed uses (residential and recreational) would not result in any significant increase in noise levels.</u>	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p>2. Exposure of people to noise levels which exceed the City's adopted noise ordinance? <u>The project site would not be exposed to noise levels in excess of those permitted. The site is not adjacent to or near any roads that would generate excessive noise levels. The site is located outside of the MCAS Miramar 60 dB CNEL noise contours and is consistent with the land use compatibility guidelines for Miramar operations.</u></p>	—	—	<u>X</u>
<p>3. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan? <u>See E-2</u></p>	—	—	<u>X</u>
<p>F. <u>Light, Glare and Shading.</u> Will the proposal result in:</p>			
<p>1. Substantial light or glare? <u>Development would conform to the City's Outdoor Lighting Regulations.</u></p>	—	—	<u>X</u>
<p>2. Substantial shading of other properties? <u>No substantial shading would result from implementation of the proposed project. Housing structures would be designed in accordance with the Duck Pond Ranch Design Guidelines which have been developed in conformance with all applicable height limitations.</u></p>	—	—	<u>X</u>
<p>G. <u>Land Use.</u> Will the proposal result in:</p>			
<p>1. A land use which is inconsistent with the adopted community plan land use designation for the site? <u>The proposal is consistent with the Del Mar Mesa Specific Plan and MSCP Plan.</u></p>	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
2. A conflict with the goals, objectives and recommendations of the community plan in which it is located? <u>See G-1. No such conflicts would result.</u>	—	—	<u>X</u>
3. A conflict with adopted environmental plans for the area? <u>The project conforms with the requirements of the Del Mar Mesa Specific Plan Master EIR and MSCP Plan.</u>	—	—	<u>X</u>
4. Land uses which are not compatible with aircraft accident potential as defined by a SANDAG Airport Land Use Plan (ALUP)? <u>While the project site is within the Miramar Airport Influence Area, the proposal is consistent with the land use compatibility guidelines for Miramar operations.</u>	—	—	<u>X</u>

H. Natural Resources. Will the proposal result in:

1. The prevention of future extraction of sand and gravel resources? <u>Site development would preclude exploration and/or mining of potentially significant mineral resources. Implementation of the proposed project would contribute to unmitigated significant impacts as anticipated by the Master EIR. See IS discussion.</u>	<u>X</u>	—	—
2. The conversion of agricultural land to nonagricultural use or impairment of the agricultural productivity of agricultural land? <u>No lands considered to be of prime agricultural importance have been mapped on the Duck Pond Ranch site. See IS discussion.</u>	—	—	<u>X</u>

I. Recreational Resources: Will the proposal result in an impact upon the quality or

Yes Maybe No

quantity of existing recreational opportunities?

— — X

The project would include construction of a segment of a multi-use trail delineated as part of the community plan. The parcels delineated for dedication to the City (urban amenity and open space) conform with the applicable land use documents. The permittee would pay a fair share amount to fund the development of community parks. See IS.

- J. Population. Will the proposal alter the planned location, distribution, density, or growth rate of the population of an area?

— — X

The proposed project represents implementation of an adopted Del Mar Mesa Specific Plan.

- K. Housing. Will the proposal affect existing housing in the community, or create a demand for additional housing?

— — X

The residential development project was anticipated as part of the Specific Plan.

- L. Transportation/Circulation. Will the proposal result in:

1. Traffic generation in excess of specific/ community plan allocation?

— — X

The traffic to be generated by the project falls within the limits of the traffic anticipated for the site as anticipated by the Del Mar Mesa Transportation Phasing Plan.

2. An increase in projected traffic which is substantial in relation to the capacity of the street system?

— — X

See L-1.

3. An increased demand for off-site parking?

— — X

The project includes adequate on-site parking. See IS.

	Yes	Maybe	No
4. Effects on existing parking? <u>See L-3.</u>	___	___	<u>X</u>
5. Substantial impact upon existing or planned transportation systems? <u>see L-1.</u>	___	___	<u>X</u>
6. Alterations to present circulation movements including effects on existing public access to beaches, parks, or other open space areas? <u>The project would require implementation of several transportation improvements as dictated by the Transportation Phasing Plan. See IS discussion and MMRP.</u>	___	<u>X</u>	___
7. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians? <u>The project would not result in traffic hazards.</u>	___	___	<u>X</u>
M. <u>Public Services.</u> Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
1. Fire protection? <u>The project has been conditioned to require incorporation of sprinkler systems for any areas of the development for which a six-minute fire response time can not be achieved. See IS and MMRP.</u>	___	<u>X</u>	___
2. Police protection? <u>Adequate police facilities are provided for within and/or in the vicinity of the community.</u>	___	___	<u>X</u>
3. Schools? <u>The project has been condition to mitigate significant impacts to the affected school district. See IS discussion and MMRP.</u>	___	<u>X</u>	___
4. Parks or other recreational facilities? <u>The permittee would be required to pay a</u>	___	___	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<u>development impact fee which provides funding for public facilities needed to serve the future residents.</u>			
5. Maintenance of public facilities, including roads? <u>See M-4.</u>	—	—	<u>X</u>
6. Other governmental services? <u>See M-4.</u>	—	—	<u>X</u>
N. <u>Utilities.</u> Will the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:			
1. Power? <u>Existing facilities serve the community.</u>	—	—	<u>X</u>
2. Natural gas? <u>Existing facilities serve the community.</u>	—	—	<u>X</u>
3. Communications systems? <u>Existing facilities serve the community.</u>	—	—	<u>X</u>
4. Water? <u>The applicant would be required to provide for the facilities needed to serve the proposed project. See IS discussion and MMRP.</u>	—	<u>X</u>	—
5. Sewer? <u>The applicant would be required to provide for the facilities needed to serve the proposed project. See IS discussion and MMRP.</u>	—	<u>X</u>	—
6. Storm water drainage? <u>The applicant is required to provide for the facilities needed to serve the proposed project.</u>	—	—	<u>X</u>
7. Solid waste disposal?	—	—	<u>X</u>

Yes Maybe No

Amount of solid waste to be generated by the project would represent a minimal increase to the Miramar landfill and no significant impacts are anticipated.

O. Energy. Will the proposal result in the use of excessive amounts of fuel or energy?
Standard consumption for the proposed uses.

— — X

P. Water Conservation. Will the proposal result in:

1. Use of excessive amounts of water?
Residential use only.

— — X

2. Landscaping which is predominantly non-drought resistant vegetation?
Landscape design meets the requirements of applicable ordinances and include use of low flow irrigation, and fire resistant and drought tolerant plant materials that are compatible with the surrounding open space areas.

— — X

Q. Neighborhood Character/Aesthetics. Will the proposal result in:

1. The obstruction of any vista or scenic view from a public viewing area?
Implementation of the proposed project would contribute to significant and unmitigated impacts to visual quality and landform alteration as anticipated by the Master EIR. See IS discussion and MMRP.

X — —

2. The creation of a negative aesthetic site or project?
The project has been designed to mitigate any negative visual effects due to the proposed manufactured slopes and retaining walls adjacent to public view corridors. See IS discussion and MMRP.

— X —

3. Project bulk, scale, materials, or style

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p>which will be incompatible with surrounding development? <u>All structures would conform with the Duck Pond Ranch Design Guidelines which have been developed in conformance with applicable requirements. See IS discussion.</u></p>	—	—	<u>X</u>
<p>4. Substantial alteration to the existing character of the area? <u>See Q-1.</u></p>	<u>X</u>	—	—
<p>5. The loss of any distinctive or landmark tree(s), or a stand of mature trees? <u>There is a stand of mature eucalyptuses within the urban amenity lot. Project implementation would not result in the loss of any of these mature trees.</u></p>	—	—	<u>X</u>
<p>6. Substantial change in topography or ground surface relief features? <u>Significant direct impacts due to the amount of landform alteration required for development of the community were identified in the Master EIR. The project would contribute to these anticipated impacts. See IS discussion.</u></p>	<u>X</u>	—	—
<p>7. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent? <u>Development of the community was expected to result in modifications of steep hillsides within the anticipated development footprint. Implementation of the Duck Pond Ranch project would contribute to these impacts anticipated by the Master EIR.</u></p>	<u>X</u>	—	—
<p>R. <u>Cultural Resources.</u> Will the proposal result in:</p>			
<p>1. Alteration of or the destruction of a</p>			

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
prehistoric or historic archaeological site? <u>The project has been conditioned to require monitoring of grading operations within an area where a historic homestead site may be located. See IS and MMRP.</u>	—	<u>X</u>	—
2. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site? <u>See R-1</u>	—	<u>X</u>	—
3. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object? <u>No such resources have been identified within and/or adjacent to the affected site.</u>	—	—	<u>X</u>
4. Any impact to existing religious or sacred uses within the potential impact area? <u>No such uses have been recorded within and/or adjacent to the affected site.</u>	—	—	<u>X</u>
S. <u>Paleontological Resources.</u> Will the proposal result in the loss of paleontological resources? <u>Potentially significant impacts to paleontological resources have been identified. See IS discussion and MMRP.</u>	—	<u>X</u>	—
T. <u>Human Health/Public Safety.</u> Will the proposal result in:			
1. Creation of any health hazard or potential health hazard (excluding mental health)? <u>Vector control mitigation required given the proposed detention basin. See IS and MMRP.</u>	—	<u>X</u>	—
2. Exposure of people to potential health hazards? <u>See T-1.</u>	—	<u>X</u>	—

Yes Maybe No

3. A future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)?
No such risks are expected given the proposed uses (recreational and residential).

_____ _____ X

U. Mandatory Findings of Significance.

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

_____ _____ X

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

 X _____ _____

The project site would be developed in accordance with the Del Mar Mesa Specific Plan and MSCP Plan. Development of the area would result in significant long-term impacts to land use (due to land uses which preclude opportunities to mine potentially significant natural resources) and landform/visual quality. These impacts were anticipated in the Master EIR.

3. Does the project have impacts which are

Yes Maybe No

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

X

The project as proposed would not result in any significant cumulative impacts beyond those analyzed and disclosed in the Del Mar Mesa Specific Plan Master EIR. The proposed development would contribute to those anticipated impacts.

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

 X

Significant impacts which have the potential to harm human beings (i.e., public health) would be mitigated to below significant levels.

INITIAL STUDY CHECKLIST

REFERENCES

A. Geology/Soils

- City of San Diego Seismic Safety Study, Updated 1995.
- U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).
- Site Specific Reports: Geotechnical Investigation for the Schmid/ Del Mar Mesa Property (Geocon 1999), and Geotechnical Investigation for Levitt/Del Mar Mesa Subdivision (Robert Prater Associates 2000).

B. Air

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

C. Hydrology/Water Quality

- Flood Insurance Rate Map (FIRM), 1989.
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map, 1989.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).
- Site Specific Report: Duck Pond Ranch Storm Water Quality Management Plan (RBF 2000).

D. Biology

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.

- Del Mar Mesa Specific Plan - Resource Element
 - New Western Garden Book - Rev. ed. Menlo Park, CA - Sunset Magazine.
 - Robinson, David L., San Diego's Endangered Species, 1988.
 - California Department of Fish and Game, "San Diego Vegetation", March 1985.
 - California Department of Fish and Game, "Bird Species of Special Concern in California", June 1978.
 - State of California Department of Fish and Game, "California's State Listed Threatened and Endangered Plants and Animals", October 1999.
 - Code of Federal Regulations, Title 50, Part 10, "List of Migratory Birds."
 - Code of Federal Regulations, Title 50, Part 17, "Endangered and Threatened Wildlife and Plants", January 1, 1989,
 - California Native Plant Society list, Powell, 1974.
 - Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).
 - Site Specific Report: Biological Resources Report for the Levitt-Del Mar Mesa Property (Affinis 2000).
- E. Noise**
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).
 - 1998 Airport Influence Area for San Diego International Airport - Lindbergh Field CNEL Maps.
 - Brown Field Airport Master Plan CNEL Maps.
 - Montgomery Field CNEL Maps.
 - MCAS Miramar CNEL Maps, 1995.
 - San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes 1995-99.
 - Lindbergh Field Airport Influence Area, SANDAG Airport Land Use Commission.
 - City of San Diego Progress Guide and General Plan.

F. Light, Glare and Shading N/A

___ Site Specific Report:

G. Land Use

X City of San Diego Progress Guide and General Plan.

X NCFUA Framework Plan.

___ Airport Comprehensive Land Use Plan

X City of San Diego Zoning Maps

X Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

H. Natural Resources

X City of San Diego Progress Guide and General Plan.

___ U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973, and State Important Farmlands Map.

___ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

___ Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

X Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

I. Recreational Resources N/A

___ City of San Diego Progress Guide and General Plan.

X Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

___ Department of Park and Recreation

___ City of San Diego - San Diego Regional Bicycling Map

J. Population

___ City of San Diego Progress Guide and General Plan.

X Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

K. Housing

Series 8 Population Forecasts, SANDAG

L. Transportation/Circulation

City of San Diego Progress Guide and General Plan.

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG, 1997.

Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

San Diego Region Weekday Traffic Volumes 1995-99, SANDAG.

Del Mar Mesa Transportation Phasing Plan

M. Public Services

City of San Diego Progress Guide and General Plan.

Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

N. Utilities

Site Specific Report:

O. Energy

Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

P. Water Conservation

Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

Q. Neighborhood Character/Aesthetics

City of San Diego Progress Guide and General Plan.

Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

Local Coastal Plan.

R. Historical Resources

- City of San Diego Historical Resources Guidelines, 1997.
- City of San Diego Archaeology Library.
- City of San Diego Historical Site Board List.
- City of San Diego Uptown Cultural Resource Inventory Volumes I-III, 1993.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).
- Site Specific Report: Archaeological Resources Inventory and Testing Results for the Levitt Del Mar Mesa Property (Affinis 2000).

S. Paleontological Resources

- City of San Diego Paleontological Guidelines, 1998.
- Deméré Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.
- Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

T. Human Health/Public Safety

- San Diego County Hazardous Materials Environmental Assessment Listing, 1996.
- San Diego County Hazardous Materials Management Division
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized 1995.
- Airport Comprehensive Land Use Plan Airport Land Use Planning Handbook.
- Del Mar Mesa Specific Plan and Master EIR (LDR No. 95-0353).

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

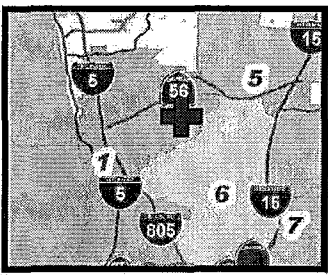
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

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

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PREDESIGN LOCATION MAP
**DEL MAR MESA NEIGHBORHOOD
 PARK - PHASE II**



PREDESIGN SENIOR ENGINEER
 NAVIEN ANTOUN
 619-533-4852

PREDESIGN PROJECT MANAGER
 LARRY KUZMINSKY
 (619) 533-3065

Project Implementation (PI)
 CIP Preliminary Engineering & Program Coordination

PREDESIGN DRAFTER
 SUSAN GRIEBENOW
 (619) 533-3652



Legend

Project Location



No Scale
 175 T Page

Del Mar Mesa Neighborhood Park Appendix E - Location Map (Rev. July 2015)

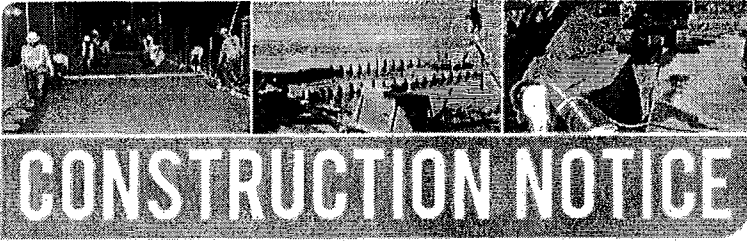
Community Name: Del Mar Mesa

Council District: 01

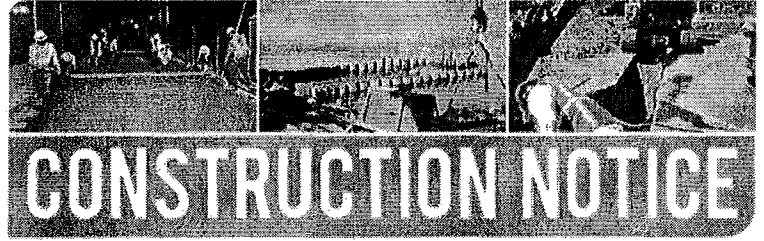
SAP ID# S-13023

Date: 9-25-2013





PROJECT NAME



PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in _____ and is anticipated to be complete in _____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

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- *Edit this information:* Traffic delays due to lane closure.
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- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in _____ and is anticipated to be complete in _____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@saniego.gov

Visit: saniego.gov/CIP

For questions related to this work

Call: (619) 533-4207

Email: engineering@saniego.gov

Visit: saniego.gov/CIP



This information is available in alternative formats upon request.



This information is available in alternative formats upon request.

Jan 31, 2007
571-2park, 07-04

Neri Landscape Architecture
401 Via del Norte
La Jolla, California 92037

Attention: Mr. Jim Neri

Re: Update Geotechnical Reconnaissance
Del Mar Mesa Neighborhood Park
Duck Pond Ranch - Lot 17
San Diego, California

Gentlemen:

In accordance with your request, we have performed an update geotechnical reconnaissance for the subject project. We previously performed a geotechnical investigation for the entire Duck Pond Ranch subdivision, which included the subject lot, the results of which were presented in our report dated September 12, 2000. In addition, we previously provided earthwork observation, testing and as-built geology services in connection with the mass grading, underground utility installation and road construction for the entire subdivision, the results of which were presented in our reports dated June 4 and November 4, 2003.

Our scope of work for this update has consisted of a site reconnaissance, review of our files for the previous investigation and grading observation work, review of the project plans, and the preparation of this update letter report presenting our findings along with supplemental recommendations, as warranted.

PROJECT DESCRIPTION

Based on review of the plans provided us, the proposed park improvements will include an AC entrance drive, DG surfaced pedestrian walkways and automobile parking areas, a prefabricated comfort station, a concrete basketball court, shade structures and a play area which will include rubber surfaced slabs and drained sand areas. Additional grading will include relatively shallow cuts and fills up to about 2 feet deep, with the exception of filling in an existing desilting basin at the east end of the site.

SITE DESCRIPTION

The site is a relatively flat, vacant parcel of land that generally slopes gently to the east toward the existing desilting basin. Based on our recent reconnaissance, the site appears to be essentially

unchanged since the time of our previous grading observation work. We anticipate that the near surface existing fill and formational soils possess a medium expansion potential. Surface vegetation consists predominantly of a sparse to moderate growth of weeds with several mature trees in the northwest corner of the site.

CONCLUSIONS AND RECOMMENDATIONS

Based on the results of our work, it is our opinion that the conclusions and recommendations presented in our original investigation report dated September 12, 2000 remain generally applicable to the proposed park project. The conclusions and recommendations section of that report is attached for reference. Supplemental recommendations/clarifications are presented below. In the event of conflict between the original recommendations and the supplemental recommendations, the supplemental recommendations should be adhered to.

1. **AC Entrance Drive** - We anticipate the AC entrance drive will be constructed to City Standards presented in Schedule J and anticipate an R-value of less than 10 which would result in the maximum pavement section for any specific traffic loading. Alternatively, an R-value test can be performed on the subgrade soils exposed during grading for possible reduction of the CTB thickness.
2. **Footings and Deepened Slab Edges** - All footings, including those for the comfort station and shade structures, as well as all deepened slab edges, should be poured directly on well-compacted fill soils and/or undisturbed formational soils; not on sand layers as shown on the preliminary plans. In addition, a mortar bed should be used on top of the comfort station footings in lieu of the sand shown on the preliminary plans. Any footings or deepened slab edges which are adjacent to subsurface drainage systems should extend at least 8 inches below the bottom of the drainage systems.
3. **DG Parking Lot and Pedestrian Paths** - We recommend that the base thickness be 9 inches for the DG parking lot subject to automobile and light truck traffic (such as pickups or utility vans/trucks). If the DG is subjected to occasional heavy truck traffic, the base thickness should be increased to 12 inches. In our opinion the DG pedestrian paths do not require base for support. The DG may be supported directly on well-compacted fill soils that are compacted at least 3 percent above the laboratory optimum based on ASTM D1557.
4. **Slab on Grade Construction** - Because of the medium expansion potential of the existing near surface existing fill and formational soils at the site, we recommend that all slabs on grade (including the prefabricated comfort station) be supported on a 12-inch minimum thickness of low expansion potential (Expansion Index of 20 to 30) imported fill soil; gravel or base should not be used. The upper 6 inches of the existing on-site soils should be moisture conditioned to at least 3 percent above optimum and compacted immediately prior to placement of the low expansion potential layer. Any slabs adjacent to sand play areas or subsurface drainage systems should have deepened edges extending at least 8 inches below the bottom of the drainage

systems and/or sand. To control shrinkage cracking, all slabs should have weakened plane and/or control joints on a maximum spacing of 12 feet, both ways. Alternatively, if a wider joint spacing is desired, such as for the basketball court, the joint spacing may be increased to up to 60 feet provided the slabs are reinforced with No. 4 bars at 18 inches center to center, both ways.

5. **Subdrain Systems** - The gravel used for the subdrain system for the sand play areas should be **completely wrapped** (at all soil/gravel interfaces) in filter fabric, such as Mirafi 140N or equivalent. This also applies to any other gravel used at the site.

Our services consist of professional opinions and recommendations made in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either express or implied.

If you have any questions, please call.

Very truly yours,

ROBERT PRATER ASSOCIATES



Wm. D. Hespeler, G.E. 396



Attachment

Copies: Addressee (5)

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Dick Miller, Inc., herein called "Contractor" for construction of **Del Mar Mesa Neighborhood Park**, Bid No. **K-16-1393-DBB-3-A**, in the amount of One Million Five Hundred Twenty-Six Thousand Five Hundred Sixty-Nine Dollars and .00/100 (\$1,526,569.10, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Del Mar Mesa Neighborhood Park** on file in the office of the Public Works Department as Document No. **S-13023** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Del Mar Mesa Neighborhood Park**, Bid Number **K-16-1393-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By Eleida Felix Yackel

By Mark A. Vance

Print Name: Eleida Felix Yackel
Senior Contract Specialist
Public Works Contracts

Print Name: Mark A. Vance
Deputy City Attorney

Date: 8/2/16

Date: 8/3/16

CONTRACTOR Dick Miller Inc.

By Glen Bullock

Print Name: Glen Bullock

Title: President

Date: 7/21/2016

City of San Diego License No.: B2014004558

State Contractor's License No.: 380204 A,B,C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), 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 § 22.3004.

AFFIDAVIT OF DISPOSAL

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

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

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____; SAP No. (WBS/IO/CC) _____; 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

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD
CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20__

Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____,

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***

TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY

SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Alt # 16	Name: <u>Public Restroom Company</u> Address: <u>2587 Business Parkway</u> City: <u>Minden</u> State: <u>NV</u> Zip: <u>89423</u> Phone: <u>(775)329-2227</u> Email: <u>Info@Publicrestroomcompany.com</u>	Constructor	Ca Lic. # 822966	Portion of Install Comfort Station	\$ 14,053.00	N/A	State of California	N/A
Alt # 17	Name: <u>Robertson Industries Inc.</u> Address: <u>2414 W. 12th St. Ste. 5</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(602)707-6894</u> Email: <u>N/A</u>	Constructor	Ca Lic. # 667261	Portion of Install Safety Surfacing	\$ 38,872.00	N/A	State of California	N/A

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

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

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓐ]	CHECK IF JOINT VENTURE PARTNERSHIP
Alt #17	Name: <u>Tot Lot Pros</u> Address: <u>14688 El Molino St.</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92335</u> Phone: <u>(909)-350-9500</u> Email: <u>Jack@totlotpros.com</u>	Constructor	Ca Lic. # 967975	Portion of Install Play Equipment	\$ 27,500.00	N/A	State of California	N/A
Alt # 19	Name: <u>USA Shade</u> Address: <u>1085 Main St. Ste. "C"</u> City: <u>Orange</u> State: <u>CA</u> Zip: <u>92867</u> Phone: <u>(714)427-6981</u> Email: <u>N/A</u>	Constructor	Ca Lic. # 989458	Portion of Install Shade Structure	\$ 46,800.00	N/A	State of California	N/A

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller Inc. as Principal, and
The Ohio Casualty Insurance Company as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Del Mar Mesa Neighborhood Park K-16-1393-DBB-3-A


NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 6th day of July,
20 16

Dick Miller Inc. (SEAL) The Ohio Casualty Insurance Company (SEAL)

(Principal)

(Surety)

By: 

By: 

(Signature)

Bart Stewart, Attorney-in-Fact
(Signature)

Glen Bullock- President
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6725524

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves; Molly Cashman

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.



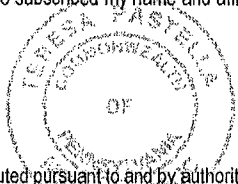
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County
My Commission Expires March 29, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

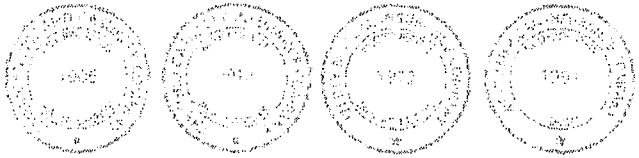
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

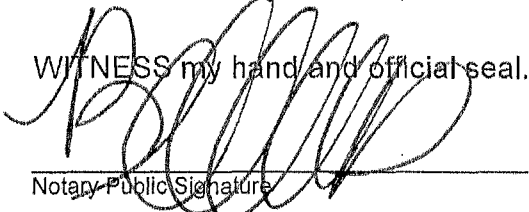
State of California }

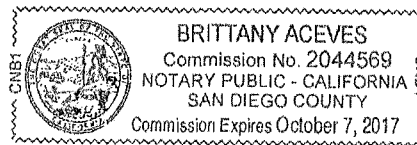
County of San Diego }

On 07/06/2016 before me, Brittany Aceves, Notary Public,
(Here insert name and title of the officer)

personally appeared Bart Stewart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.




Notary Public Signature _____ (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.



The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.



The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Dick Miller Inc.

Certified By Glen Bullock Title President

Name

 Date 7/7/2016

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION	
Company Name: Dick Miller Inc.	Contact Name: Glen Bullock
Company Address: 930 Boardwalk Ste. H. San Marcos, CA 92078	Contact Phone: 760-471-6842
	Contact Email: Gbullock@Dickmillerinc.com

CONTRACT INFORMATION	
Contract Title: Del Mar Mesa Neighborhood Park	Start Date: TBD
Contract Number (if no number, state location): K-16-1393-DBB-3-A	End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Glen Bullock- President		7/7/2016
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

(Rev 02/15/2011)

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "A"

 **e - Bidding** FOR



Del Mar Mesa Neighborhood Park

BID NO.: _____ K-16-1393-DBB-3-A
SAP NO. (WBS/IO/CC): _____ S-13023
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 1
PROJECT TYPE: _____ GB

BID DUE DATE:

2:00 PM

JULY 5, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

James Nani
1) Registered Landscape Architect

12/10/15
Date

Seal

James Nani
4/20/17

[Signature]
2) For City Engineer

12/14/15
Date

Seal



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

- Q1. If the company is SLBE certified, the work done by the company is applied against the SLBE percentage only or to the total?"
- A1. Refer to the Whitebook, 2012 edition, Chapter 11 – Equal Opportunity Contracting Program Subcontracting Requirements (SLBE-ELBE Only), Section D – SLBE-ELBE Subcontractor Participation Percentages, Items 1.c.

C. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Section 7, Responsibilities of the Contractor, page 44, **ADD** the following:

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
- 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

James Nagelvoort, Director
Public Works Department

Dated: *June 24, 2016*
San Diego, California

JN/RWB/egz

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "B"

 **e - Bidding** FOR



Del Mar Mesa Neighborhood Park

BID NO.: _____ K-16-1393-DBB-3-A
SAP NO. (WBS/IO/CC): _____ S-13023
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 1
PROJECT TYPE: _____ GB

BID DUE DATE:

2:00 PM

JULY 7, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

James Nagelvoort, Director
Public Works Department

Dated: *June 28, 2016*
San Diego, California

JN/RWB/lis

Bid Results for Project Del Mar Mesa Neighborhood Park (K-16-1393-DBB-3-A)											
Issued on 06/10/2016											
Bid Due on July 7, 2016 2:00 PM (Pacific)											
Exported on 07/08/2016											
Vendor ID	Company Name	Address	City	State	Zip Code	Country	Contact	Phone	Fax	Email	Vendor Type
305702	Dick Miller Inc.	930 Boardwalk, Suite H	San Marcos		92078	United States	Glen Bullock	760-471-6842		psmith@dickmillerinc.com	CADIR,CAU,DV BE,MALE,PQU AL,SLBE,Local
Responsee	Responsee Title	Responsee Phone	Responsee Email								
Kiera Henry	Estimating Assistant	760-471-6842 ext. 13	KHenry@Dickmillerinc.com								
Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking					
Electronic	July 7, 2016 1:46:45 PM (Pacific)			Submitted	83711	0					
Attachments											
File Title	File Name	File Type									
Bid Bond	Bid Bond.pdf	General Attachments									
Contractor's Certification of Pending Actions	Contractor's Certification of Pending Actions.pdf	General Attachments									
Equal Benefits Ordinance Certification of Compliance	Equal Benefits Ordinance Certification of Compliance.pdf	General Attachments									
Subcontractors Additive Deductive Alternate	Subcontractors Additive Deductive Alternate.pdf	General Attachments									
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Comment			
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$25,000.00	\$25,000.00				
2	Main Bid	541370	Survey Services	LS	1	\$18,000.00	\$18,000.00				
3	Main Bid	236220	Building Permits (EOC Type I)	AL	1	\$5,000.00	\$5,000.00				
4	Main Bid	237990	Mobilization	LS	1	\$39,000.00	\$39,000.00				
5	Main Bid		Field Orders (EOC Type II)	AL	1	\$100,000.00	\$100,000.00				
6	Main Bid	237990	Construction of Del Mar Mesa Neighborhood Park Facilities per Plans Numbered 38551-01-D through 38551-29-D, Inclusive, and These Specifications, Including but Not Limited to the Horse Corral, Picnic Areas, Furnishings, Parking Area, Turf Field, Pathways, Security Lighting, Landscaping, Irrigation, Utilities, Drainage, Hardscape and All Necessary Specialty Inspections, Permits and Fees, Excepting Therefrom Alternates '1', '2', '3' and '4'.	LS	1	\$1,243,169.10	\$1,243,169.10				
7	Main Bid	541690	Biological Resources Mitigation Monitoring and Reporting Program (EOC Type I)	LS	1	\$10,000.00	\$10,000.00				
8	Main Bid	541690	Archeological and Native American Monitoring Program	LS	1	\$10,000.00	\$10,000.00				

9	Main Bid	541690	Paleontological Monitoring Program	LS	1	\$5,000.00	\$5,000.00					
10	Main Bid	541690	Archeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$10,000.00	\$10,000.00					
11	Main Bid	541690	Paleontological Mitigation and Excavation (EOC Type I)	AL	1	\$10,000.00	\$10,000.00					
12	Main Bid	237110	Water and Sewer Capacity Fees (EOC Type I)	AL	1	\$25,000.00	\$25,000.00					
13	Main Bid	541330	Permit Fee (SWPPP) - (EOC Type I)	AL	1	\$500.00	\$500.00					
14	Main Bid	541330	Water Pollution Control Program Development (SWPPP)	LS	1	\$2,900.00	\$2,900.00					
15	Main Bid	237990	Water Pollution Control Program Implementation (SWPPP)	LS	1	\$23,000.00	\$23,000.00					
						Subtotal	\$1,526,569.10					
16	Alternate Items	237990	Installation of Prerabricated Comfort Station per Plans Numbered 38551-01-D through 38551-29-D, Inclusive, and These Specifications. If this Alternative is Not Awarded Contractor shall Still Install All Associated Utilities Including Plumbing, Drainage and Electrical Appurtenances to the Point of Connection for a Future Comfort Station, and Install Organic Mulch to Completely Cover the Area per Specification Sections 212-1.2.5 and 308-4.7	LS	1	\$113,000.00	\$113,000.00					
17	Alternate Items	237990	Installation of All Children's Play Equipment and Safety Surfacing per Plans Numbered 38551-01-D Through 38551-29-D, Inclusive, and These Specifications. If this Alternative is Not Awarded, Contractor shall Install All Associated Drainage Appurtenances to the Point of Connection for Both Future Tot Lots, and Install Organic Mulch to Completely Cover the Areas per Specification Sections 212-1.2.5 and 308-4.7	LS	1	\$180,000.00	\$180,000.00					
18	Alternate Items	237990	Installation of Basketball Court and Standard per Plans Numbered 38551-01-D Through 38551-29-D, Inclusive, and These Specifications. If this Alternative is Not Awarded Contractor shall Install Organic Mulch to Completely Cover the Area per Specification Sections 212-1.2.5 and 308-4.7	LS	1	\$99,000.00	\$99,000.00					
19	Alternate Items	237990	Installation of All Shade Structures per Plans Numbered 38551-01-D Through 38551-29-D, Inclusive, and These Specifications	LS	1	\$47,000.00	\$47,000.00					
						Alternates Subtotal	\$439,000.00					

											Total with the Alternates		\$1,965,569.10	
Name	Description	License Num	Amount	Type	Address	City	State	Zip Code	Country					
Scott Fence	Portion of Fence	581918	\$69,750.00	CADIR	1255 Distribution Way	Vista		92081	United States					
LSA Associates, Inc.	Partial Archaeological, Paleontological	0	\$11,000.00		703 Palomar Airport Road	Carlsbad		92011	United States					
Ace Electric Inc	Portion of Electrical	835109	\$20,947.00	CAU,MALE,P QUAL	PO Box 601071	San Diego		92160	United States					
Public Restroom Company	Portion of Install Comfort Station	822966	\$14,053.00		2587 Business Parkway	Minden		89423	United States					
Tot Lot Pros	Portion of Install Play Equipment	967975	\$27,500.00		14688 El Molino St.	Fontana		92335	United States					
Robertson Industries, Inc	Portion of Install Safety Surfacing	667261	\$38,872.00	CADIR	2414 West 12th St, Suite 5	Tempe		85281	United States					
Leopold Biological Services	Portion of Biological Services	0	\$10,204.40	CAU,DBE,FE M,SDB,SLBE, WBE,WOSB	11160 Portobelo Drive	San Diego		92124	United States					
USA Shade	Portion of Install Shade Structures	989458	\$14,250.00		1085 Main St "C"	Orange		92867	United States					
											Self-Performance - 86.46%			