

# City of San Diego

CONTRACTOR'S NAME: 3-D ENTERPRISES, INC.  
ADDRESS: 7964 ARJONS DRIVE, SUITE I  
TELEPHONE NO.: (858) 530-2202 ext. 13 FAX NO.: (858) 530-2208  
CITY CONTACT: Juan Espindola Contract Specialist, Email: JEEspindola@sandiego.gov  
Phone No. (619) 533-4491, Fax No. (619) 533-3633  
M. Calleran / R. W. Bustamante / LJI

## BIDDING DOCUMENTS



FOR

**ORIGINAL**

**Torrey Meadows Neighborhood Park**

BID NO.: K-16-1395-DBB-3  
SAP NO. (WBS/IO/CC): S-00651  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 5  
PROJECT TYPE: GB

**THIS CONTRACT WILL BE 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**  
**APRIL 18, 2016**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTS**  
**1010 SECOND AVENUE, 14<sup>th</sup> 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 Landscape Architect:

*Vicki Estrada*

2/22/16

Seal:



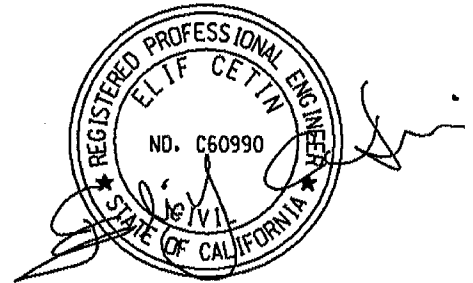
1) Registered Landscape Architect

Date

*Elif Cetin*

2/22/16

Seal:



2) For City Engineer

Date

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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 **Torrey Meadows 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 website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,400,000**.
4. **BID DUE DATE AND TIME ARE:** **April 18, 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 is required for this contract: **A**.
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	<b>7.2%</b>
2. ELBE participation	<b>15.9%</b>
3. Total mandatory participation	<b>23.1%</b>

- 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:** March 24, 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.

**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, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: Juan Espindola

OR:

EMAIL: [JEEspindola@sandiego.gov](mailto:JEEspindola@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.

## 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](mailto: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<sup>TM</sup>.

### 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 and 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
  - 2.7.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the 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
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: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

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**

Torrey Meadows Neighborhood Park, Bid No. K-16-1395-DBB-3

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

3-D Enterprises, Incorporated, a corporation, as principal, and The Hanover 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 THREE MILLION THREE HUNDRED AND SIXTY FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$3,365,750.00) for the faithful performance of the annexed contract, and in the sum of THREE MILLION THREE HUNDRED AND SIXTY FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$3,365,750.00) for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (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 May 12, 2016

Approved as to Form

3-D Enterprises, Incorporated

Principal

By

Shawn Elinu, Vice President  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]  
Deputy City Attorney

The Hanover Insurance Company

Surety

By

[Signature]  
Attorney-in-fact Brooke Lafrenz

Approved:

By [Signature]  
Stephen Samara, Principal Contract Specialist  
Public Works Department

10509 Vista Sorrento Parkway, Suite, 310

Local Address of Surety

San Diego, CA 92121

Local Address (City, State) of Surety

858-200-4108

Local Telephone No. of Surety

Premium \$ 29,560.00

Bond No. 1016699

# 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 }

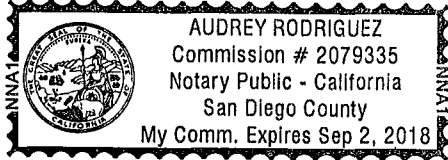
On 12 May 2016 before me, Audrey Rodriguez, Notary Public,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

*Audrey Rodriguez*  
 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.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**BROOKE LAFRENZ, LARRY D. COGDILL, MICHAEL THOMAS, GLADYS ROGERS, AUDREY RODRIGUEZ**

Of Del Mar, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 12th day of July, 2010.



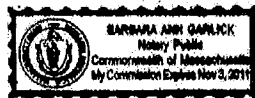
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 12th day of July, 2010 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011.

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of May, 2016.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Brauk*  
Stephen L. Brauk, Assistant Vice President

**ATTACHMENTS**



**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** This project provides for the construction of a 5 acre neighborhood park. Proposed improvements include a multi-purpose turf field, basketball court, children's play areas, walkways, landscaping, drainage improvements, a comfort station, ADA compliant accessibility improvements, and all other incidental work and appurtenances in accordance with Plans numbered 38089-1-D through 38089-33-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 **38089-1-D** through **38089-33-D**, inclusive.

2. **LOCATION OF WORK:** The location of the Work is as follows:

The location of work is the west 1/3 of the vacant lot north of Torrey Meadows Drive west of Torrey Ranch Court in the Torrey Highlands Community.

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **250 Working Days**.

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**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 BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all 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 making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

- 1.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 1.8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 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>

**2-5.3.3 Shop Drawings.** ADD the following:

All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item.

**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 Report Torrey Meadows Neighborhood Park San Diego, California dated June 2, 2014 by Geocon Incorporated.
5. The contractor shall abide by all requirements in the Geotechnical Report. See Appendix F.

**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.

- c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

**2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
5. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

**2-9.2.1 Survey Files.**

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
4. Survey files shall include, but shall not be limited to, the following items:
  - a. Street center line and (record width) right-of-way lines.
  - b. Project geometry (.alg) files (this will be generated for use in InRoads).
  - c. 3D surface model (.dtm, break line and spot elevation) file.

- d. Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
  - e. Monuments.
  - f. Curb lines (top curb and gutter).
  - g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

**2-9.2.2 Submittal.**

- 1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:  
  
ftp://ftp.sannet.gov/IN/SURVEYS/
- 2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
- 3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

**2-9.2.3 Payment.**

- 1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

**SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.4 Inspection Paid For by the Contractor.** To the City Supplement, ADD the following:

- a. Specialty Structural Steel Inspection
- b. Specialty Structural Concrete Inspection
- c. Specialty Inspection of Existing Site Soil Conditions, Fill Placement and Load-Bearing Requirements

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

- 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.



**ADD:**  
**4-1.6**

**Trade Names or Equals.** ADD the following:

14. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

**4-1.10**

**Foreign Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer’s testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

## **SECTION 5 – UTILITIES**

**5-2**

**PROTECTION.** ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
  - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
  - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
  - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
  - d) Do not change or modify the lid if the lid has an antenna drilled through it.
  - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.

- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1.1 Construction Schedule.** To item 20, ADD the following:

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

**7-3.1 Policies and Procedures.**

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

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

**7-3.2.5 Contractors Builders Risk Property Insurance..**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

- a) You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

- 7-3.5.2           **Commercial Automobile Liability Insurance.**
- 7-3.5.2.1       **Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.5.5           **Builders Risk Endorsements.**
- 7-3.5.5.1       **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 7-3.5.5.2       **Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.
- 7-3.6             **Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7             **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8             **Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9             **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 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.

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

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

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

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**7-8.6 Water Pollution Control. ADD the following:**

1. Based on a preliminary assessment by the City, the Contract is subject to a SWPPP.

**ADD:**

**7-10.1.1.2 Pedestrian Access.**

1. Contractor shall prepare and submit to the Resident Engineer a Pedestrian Access Plan indicating sidewalk closures, time frames of closures, fencing layout, safe routes and signage as part of the demolition and construction operations plan and items of first orders of work. It is intended that public access be maintained through the neighborhood at all times.
2. The Pedestrian Access Plan shall be reviewed and approved by the City prior to commencement of work.
3. The public access and right-of-way shall be separated from the construction activities with six (6) foot construction fencing.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

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

**7-16 COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD:**

**7-16 COMMUNITY OUTREACH.**

**7-16.1 General.**

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.



4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
  - a) Your contact information is made available on any outreach materials.
  - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
  - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
  - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
  - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (\*.msg).
  - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

**7-16.1.1 Quality Assurance.**

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
  - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

**7-16.1.2 Submittals.**

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

- a. Prior to **distributing** or mailing, you shall submit **final drafts** of letters, notices, postcards, door hangers, signs, and any **other notices** and letters to the **Resident Engineer** for final review and **approval**. Submit a PDF copy of the **approved door hangers** to the **Engineer**.
  - b. After **distributing** or mailing, you shall submit **verification** of delivery and any copies of **returned notices** to the **Resident Engineer**. Submit a PDF copy of the **approved letters and notices** to the **Engineer**.
2. You shall use the City's **internal public contact tracking system** to identify and summarize **communications** (via phone, in person, and **email**) with the public within 24 hours of **receipt**, even if your response to the individual is still incomplete. You shall **upload** to the City's **internal public contact tracking system** copies of **all written, electronic, and verbal communications** and conversations with the public.

## 7-16.2 **Community Outreach Services.**

### 7-16.2.1 **Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

**7-16.2.2 Communications with the Public.**

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

**7-16.2.3 Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

**7-16.4 Payment.**

1. The payment for the community outreach services shall be included in the Contract Price.

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

1. Virtual Project Manager will be used on this contract.

**SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.2.5 Withholding of Payment.** To the City Supplement, item 1, subsection i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM".

**ADD:**

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

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

**SECTION 200 - ROCK MATERIALS**

**ADD:**

**200-1.8**

**Boulders.** Boulders shall be "Blue Moon" as supplied by KRC Rock (800) 572-7625, or approved equal. Boulders shall be located by Contractor, and reviewed, selected and approved by the City. Boulders shall be marked for each location using a number sequence. Boulder size shall conform to the diameters shown on the plan. Treat all exposed boulders with Anti Graffiti Coating per section 210-6. The Contractor shall submit photos of boulders to be provided illustrating the range of color and variety of sizes for each type specified, for approval by the Resident Engineer prior to purchase or installation. Photos shall be a representative record of the quality of materials to be provided. All boulders shall be free of significant fractures and disfiguration and shall be approved by the City Engineer prior to placement

**200-1.9 Cobble.** Cobble shall be naturally rounded rock in 2"-7" sizes and is to be provided and installed by the Contractor. Cobble shall be 80% "Sierra Cobble" (4"-7" size) and 20% "Sonora Shine" (2"-3" size) as supplied by KRC Rock (800) 572-7625, or approved equal. The Contractor shall submit samples of cobble (6 pieces) illustrating the range of color and variety of sizes for each type specified, for approval of the Resident Engineer prior to installation. Contractor shall also submit photos of each type of cobble material specified as a representative record of general color variation. Cobble shall be free of chips, earth, and discolorations or other material. All cobble shall be washed to remove dirt, dust and loose material prior to placement on site. Cobble shall be clean prior to setting. Cobble shall be placed as designated on the plans to an average depth of depth of 12".

**200-2.1 General.** To the City Supplement, ADD the following:

Base material for sidewalks and driveways shall conform to 3/4" Class 2 aggregate base, per Whitebook spec section 200-2.9 "Class 2 Aggregate Base".

**200-2.7 Disintegrated Granite.** ADD the following:

Stabilized decomposed granite color shall be 'Paradise Gold', thickness as indicated on the plans, as supplied by KRC Rock (800) 572-7625 or approved equal.

Stabilizer for decomposed granite shall be a commercially produced, patented, non-toxic organic binder. It shall be colorless, odorless, concentrated powder that naturally binds decomposed granite.

**ADD:**

**200-5 STABILIZED AGGREGATE SURFACING.**

**200-5.1 General.** Stabilized aggregate surfacing shall be the product of mixing aggregate binder, decomposed granite & water.

**200-5.2 Materials.**

**200-5.2.1 Aggregate Binder.** Aggregate binder for stabilized aggregate surfacing manufactured by Stabilizer Solutions (800-336-2468), or approved equal.

Aggregate binder shall be a natural, non-toxic, non-staining, odorless, environmentally safe powder that naturally binds decomposed granite.

The powder shall be of a size not more than 10% retained on a U.S. standard #40 mesh sieve.

**200-5.2.2 Excess Materials.** Provide resident engineer with the following excess materials for use in future decomposed granite or 3/8-inch or 1/4-inch minus crushed aggregate paving repair:

Three (3) 50 pound bags of the aggregate paving blended with proper amount of stabilizer.

**SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS**

**201-1.1.2 Concrete Specified by Class and Alternate Class.** ADD the following:

The concrete class and maximum slump for the various items of concrete work shall be as specified in the table under Subsection 201-1.1.2(A) of the Standard Specifications with the following additions or modifications:

Item	Concrete Class	Max Slump (must be certified by truck ticket)
Concrete Pavement	560-B-3250	4-inch
Deepened Concrete Curb	560-B-3250	4-inch
8" Wide Concrete Curb	560-B-3250	4-inch
Concrete Base	560-B-2500	4-inch
Concrete Footings	520-C-2500	4-inch
Concrete Stepping Stones	520-C-2500	4-inch
Wall Footing	560-B-3250	4-inch
Concrete Street Section	560-B-3250	3-inch

**201-1.2.4 Chemical Admixtures.** To subsection “a”, “Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures”, ADD the following:

**Integral Colored Concrete:** Integral color shall consist of colored admixtures developed for use in ready mixed concrete. The product shall be made of the highest quality synthetic pigments, as well as other ingredients designed to enhance the color and improve the pigment dispersion, workability and finishing performance of the concrete.

Integral color pigments shall meet or exceed ASTM-C-979. The coloring method shall be designed for concrete flatwork applications (broom finishes, sandblast finishes, smooth finishes), as well as vertical surfaces, and other types of architectural concrete. Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.

Colored admixture shall be air-entraining and water-reducing, meeting the requirements of ASTM C494, AASHTO M 194, and CRD C87.

Integral colored concrete shall be cured with Davis Color Seal II concrete sealer, or approved equivalent, matched to the concrete. Provide sample panel of all colors to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect prior to construction. Contractor shall provide a maintenance schedule for integral colored concrete.

Admixture for all integral colored concrete shall be the following:

Manufacturer: Davis Colors for color-conditioned concrete, or approved equivalent

Davis Colors

3700 East Olympic Blvd.  
Los Angeles, CA 90023  
1-800-356-4848

Color: 'Taupe'

Finish: Light Broom

Curing: Davis Color Seal II Concrete Sealer (or approved equivalent). See Section 201 of these Special Provisions for Concrete Curing Materials.

Admixture products and procedures for installation shall be in strict accordance with the manufacturer's specifications and recommendations, and those published by the American Concrete Institute (ACI) and the Portland Cement Association (PCA).

**ADD:**  
**201-2.5**

**Tie Wire.**

Tie wire shall be 16 gauge, black annealed.

**ADD:**  
**201-2.6**

**Reinforcing Supports.**

All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations as indicated on the drawings.

**ADD:**  
**201-2.7**

**Dowel.**

Dowels shall be sections of deformed steel reinforcing rod in sizes and lengths as indicated on the plans. Dowels shall be provided in locations where resilient paving sub-slab abuts existing or new concrete curbs, where concrete curbs abut new concrete walkways, at expansion joints, and anywhere else indicated on the plans. Dowels shall also be provided for the concrete walkway where it abuts the existing concrete slabs. Provide dowels at the on-center spacing as indicated on the plan, centered vertically within the concrete slab section, with a minimum of two dowels abutting into any adjacent slab sections.

**201-3.4**

**Type "A" Sealant (Two-Part Polyurethane Sealant).** ADD the following:

All finished concrete surfaces shall have a 1/2" continuous expansion joint at locations indicated on the plans and notes and shall be located either parallel or perpendicular to the curb line. When not otherwise indicated all expansion joints located adjacent to colored or stained concrete shall be sealant Type "A" colored to match the color of the concrete surface.

Contractor shall provide joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

Contractor shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.

Contractor shall engage an experienced installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving as specified in Section 201-1.2.4 of these Special Provisions.

**ADD:  
201-9**

**WATER BASE PENETRATING SEALER FOR INTEGRAL COLORED CONCRETE.**

**201-9.1**

**General.** Water based penetrating sealer shall be a sealer designed for the protection of colored and natural concrete. Sealer shall be Scofield Curescal-W concrete curing compound and sealer, or approved equivalent.

Water base penetrating sealer shall be a sealer designed for the protection of colored and natural concrete, and other masonry surfaces to preserve the natural appearance of the masonry without darkening or adding gloss to the surface. It shall preserve the natural slip resistance of the concrete, etc. Sealer shall repel spills and soils, minimizing staining and maintenance.

Seal shall leave no visible material on the surface and shall be absorbed and locked into the pores of the masonry, repelling liquids and soils but leaving the top surface natural in appearance. Install per manufacturer's directions. Seal shall be compatible with the surfaces and materials which it is applied. Concrete sealer shall conform to the following specifications:

Color:	Clear, non-yellowing
Odor:	Mild
Flash Point:	None (C.O.C. method)
Specific Gravity:	1.03
Density:	8.6 pounds per gallon
Drying Time:	30 minutes to 60 minutes
Cure Time:	24 to 48 hours
VOC Content:	None (0 g/l) excluding water
Polymer Type:	Proprietary Reactive Resin System
Coverage's (approximate):	
Smooth Concrete:	300 to 400 square feet per gallon
Rough Concrete:	200 to 300 square feet per gallon



Note: Coverage's vary depending on porosity and condition of surface and method of application.

Methods of Application: Airless sprayer

**201-9.2** **Manufacturer.** Manufacturer of Scofield Cureseal-W, or approved equivalent shall be:

L. M. Scofield Company  
 6533 Bandini Boulevard  
 Los Angeles, California 90040  
 1-800-800-9900

All materials shall be furnished, prepared, applied, cured, and stored according to the product manufacturer's direction.

**SECTION 203 – BITUMINOUS MATERIALS**

**203-15** **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, CORRECT section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
<b>203-15</b>	<b>RUBBER POLYMER MODIFIED SLURRY (RPMS)</b>	<b>203-16</b>
<b>203-15.1</b>	<b>General</b>	<b>203-16.1</b>
<b>203-15.2</b>	<b>Materials</b>	<b>203-16.2</b>
<b>203-15.3</b>	<b>Composition and Grading</b>	<b>203-16.3</b>
<b>203-15.4</b>	<b>Mix Design</b>	<b>203-16.4</b>

**SECTION 206 - MISCELLANEOUS METAL ITEMS**

**ADD:**  
**206-8**

**METAL SIGNAGE.**

**206-8.1**

**Disabled Parking Sign.** Signs shall be fabricated in conformance with the SDM-117 standards for signs. Signs shall be fabricated in conformance with the City of San Diego standards for signs.

**206-8.2**

**Accessible Directional Path of Travel Sign.** Signs shall be fabricated in conformance with the SDM-117 standards for signs. Contractor shall provide and install directional signs indicating accessible routes in conformance with the City of San Diego Standards at time of installation. Sign to be mounted on 2” diameter galvanized steel posts per City of San Diego sign mounting standards (SDM-117 and SDRSD M45).

**ADD:  
206-9**

**SHADE STRUCTURE.**

**206-9.1**

**General.** Shade shelters shall be Model OTC40MR by Poligon, a product of PorterCorp Inc., provided by Miracle Playground Sales (800) 264-7225 or approved equal. Product shall be designed, produced and finished at a facility operated and directly supervised by the supplier who has a minimum of ten (10) years in the business of making pre-manufactured shelters.

Roof slope shall be 12:5. Minimum clearance height (MCH) shall be 7'-5". MCH under the structure indicates the lowest height of a member from finish surface for clearance under the structure.

The pre-engineered package shall be pre-cut unless otherwise noted and pre-fabricated which will include all parts necessary to field construct the shelter. Onsite welding is not necessary.

**206-9.2**

**Steel Columns.** Columns shall be hollow structural steel tube minimum grade ASTM A500, grade B with a minimum wall thickness of 3/16". Unless columns are direct buried, columns shall be anchored directly to concrete paving with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1). Color shall be Fox Hollow Gray.

**206-9.3**

**Structural Framing.** Structural framing shall be hollow structural steel tube minimum ASTM A500, grade B. "I" beams, tapered columns, or open channels shall not be accepted for primary beams. Framing shall have a standard Poli-5000 finish or approved equal. Color shall be Fox Hollow Gray.

**206-9.4**

**Compression Members.** Compression rings of structural channel or welded plate, minimum ASTM A36, or compression tubes or structural steel tube minimum ASTM A500, grade B shall only be used.

**206-9.5**

**Connection Requirements.**

- a) Anchor bolts shall be ASTM F1554, grade 36 unless otherwise noted.
- b) Structural fasteners shall be zinc plated, ASTM A325 high strength bolts and A563 high strength nuts.
- c) Structural fasteners shall be hidden within framing members wherever possible.
- d) No field welding shall be required to construct the shelter.
- e) All factory welds shall be free of burrs and inconsistencies.
- f) Exposed fasteners shall be powdered coated by manufacturer prior to shipment to match frame or roof colors as applicable.
- g) Manufacturer shall provide extra structural and roofing fasteners.

**206-9.6****Roofing Materials.**

Primary roof deck shall be "R" panel metal roofing (MR):

- a) Roofing shall be 24 gauge, ribbed galvanized steel sheets with ribs 1-3/16" high and 12" on center.
- b) Roof surface shall be painted with Kynar 500. Color shall be Patina Green. Ceiling surface shall be a "wash coat" primer.
- c) Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
- d) Metal roofing trim shall match the color of the roof and shall be factory made of 26 gauge, Kynar 500 painted steel.
- e) Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
- f) Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
- h) Roof peak cap shall be pre-manufactured.

**206-9.6****Finishes.**

Finish shall be standard Poli-5000 finish.

- a) Steel shall be cleaned, pretreated and finished as a facility owned and directly supervised by the manufacturer.
- b) Steel shall be shot blasted to SSPC-SP10 near white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
- c) Parts shall be pretreated in a three (3) stage iron phosphate or equal washer.
- d) Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
- e) Top coat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
- f) Finish shall not have any VOC emissions.
- g) Sample production parts shall have been tested and meet the following criteria:
  - 1) Salt spray resistance per ASTM B 117/ASTM D 1654 to 10,000 hours with no creep from scribe line and rating of 10.

- 2) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
- 3) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking, 75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).
- h) The manufacturer shall be PCI 4000 S certified.
- i) Exposed fasteners for frame and ornamentation shall be powder coated to match.

**SECTION 207 – PIPE**

**207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

**ADD:**

**209-10 (Section 86-11) GENERAL ELECTRICAL REQUIREMENTS.**

**209-10.1 (86-11.01) Description.** All electrical work shall be in conformance with the plans, and State, Federal and Local Electric Codes, SDG&E Standards and City of San Diego Park and Recreation Department Consultant’s Guide to Park Design and Development Design Manual, 2011. Work includes, but is not necessarily limited to, providing site power systems as follows:

- 1. Complete electrical secondary conduit systems, including all pull and all meter pedestals, handholes, splice boxes, pads, and other associated components.
- 2. All conduit and feeder conductors for site work components.

3. All site area lighting, including service and conduit together with related controls and photocells.
4. All required trenching, soil removal/replacement, compaction and pavement repairs, to current City standards.
5. Payment of all permit fees, utility company installation charges, SDG&E service orders, engineering fees, relocation costs, and related charges, as applicable.

**209-10.2 (86-11.02) Schedule.** The Contractor shall obtain information and instructions from other Contractors on the site and other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them under this section so that provisions for their work can be made without delaying the project.

**209-10.3 (86-11.03) Accuracy of Data.** The electrical drawings are diagrammatic, but shall be followed as closely as actual construction and work in other sections will permit. All deviations from drawings required to conform to site conditions and to the work of others, shall be made as directed.

**209-10.4 (86-11.04) Submittals.**

1. Materials List - Provide complete materials list of all proposed products, including catalog cuts of manufactured items.

**209-10.5 (86-11.05) Quality Assurance.**

1. Manufacturer shall have produced the specified products for a period of 2 years prior to beginning work of this section, and shall have the capability to produce the specified products to the delivery and quantity criteria of the project.
2. STAFF - For fabrication and installation of work, use only personnel who are thoroughly trained and experienced in the skills required, have installed similar applications of the specified products within one year prior to beginning work of this section, and who are completely familiar with the manufacturers' recommended methods of installation as well as the requirements of this work.

**209-10.6 (86-11.06) Guarantee.** The contractor shall furnish a written guarantee against defective work, materials, and operation for a period of one full year after final acceptance.

1. All materials and equipment shall be new, free from defects and or the quality or rating shown or specified.
2. Any defect due to missing or improper material or faulty workmanship existing or developed during the specified period shall be corrected and the resulting damage repaired without additional cost to the City. Such work shall be done at a time as directed by the Engineer.

**209-1.7 (86-11.07) Product Handling**

1. **Protection** - Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials, of all other trades.
2. **Replacements** - In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.

**209-10.8 (86-11.08) Covering Of Unreviewed Work.** No work shall be covered, or enclosed, without review, testing, and/or approval by Engineer. Work enclosed or covered prior to review and test shall be uncovered at Contractor's expense. After review, retest for approval and repair with material necessary to restore to original and proper condition.

**ADD:**

**209-11 (Section 86-12) ELECTRICAL COMPONENTS.**

**209-11.1 (86-12.01) Conduit.**

1. Heavy-wall rigid non-metallic conduit, where permitted, shall be Carlon or equal, PVC Schedule 40 manufactured in accordance with NEMA TC-2, UL-651 and WC 1094A specifications.
2. Conduit shall be delivered to site in standard lengths with each length bearing the manufacturer's trademark or stamp and U.L. Labeled.
3. Conduit shall be minimum 3/4 inch or larger in diameter.
4. All conduits shall contain equipment grounding conductors.

**209-11.2 (86-12.02) Wire/Conductors.**

1. All wire and cable shall be rated for 600 volt, be color-coded, shall bear the Underwriters' Label, and shall be brought to the job in unbroken packages.
2. Wire coding shall be in accordance with the provisions of Section 210-5 of the latest edition of the National Electric Code.
3. All conductors unless noted otherwise shall be copper, No. 12 AWG minimum size. All conductors shall be stranded. Insulation type, unless otherwise noted, shall be as follows:
4. Feeder conductors: Type THW, 75 Degrees C.
5. Fixture and branch circuit conductors: Type THHN/THWN: XHHW or RHH - minimum 90 degrees C, unless otherwise noted.
6. Acceptable Manufacturers: General Wire and Cable Corp., Okonite Wire and Cable Corporation or approved substitute.

7. All branch circuit conductors shall be labeled with circuit numbers.
8. One neutral conductor for each phase conductor pulled.
9. For wire #10 AWG and smaller provide Buchanan connectors or approved substitute. For wire #8 AWG and larger provide T&B "Lock-Tite" connectors or equal.
10. All connections shall be taped with rubber tape 1-1/2 times the thickness of the conductor insulation, then covered with Scotch #33 tape, or equal.
11. Splices in underground distribution systems shall be made only in accessible locations such as handholes, with a compression connector on the conductor and by insulating and waterproofing by the following methods suitable for continuous submersion in water. Provide cast-type splice insulation by means of molded casting process employing a thermosetting epoxy resin insulating material applied by a gravity-poured method or by a pressure-injected method. Provide component materials of the resin insulation in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be moved until after the splicing material has completely set.

**209-11.3 (86-12.03) Pull/Splice Boxes (Below Grade).** All pull boxes shall be sized and constructed per serving utility requirements, using precast ring design for box. Provide cover lid as required for pedestrian or vehicular traffic condition, with bolted connections, and labeled with name of serving utility. All boxes shall be located 1" above grade in landscape areas and flush with pavement in paved or traffic areas.

**209-11.4 (86-12.04) Site Lighting.** Lighting fixtures and poles shall be per the schedule on the drawings or approved equal as accepted by the Engineer and shall include all accessories for a complete system. Provide #6 AWG connection from pole ground lug to reinforcing of concrete footing base. All pole mounted fixtures shall be 'full cut-off' per the ordinances as set forth by the City of San Diego.

**209-11.5 (86-12.05) Other Materials.** All other required materials shall be new, of highest quality for applicable use, and per approval of local agency, servicing utility, and City of San Diego.

## SECTION 210 – PAINT AND PROTECTIVE COATINGS

**210-6 ANTI-GRAFFITI COATING.** ADD the following:

3. Anti-graffiti coating, per this section, shall be applied by the manufacturer to all masonry site furnishings, including benches, tables, bollards, litter receptacles, etc. prior to delivery. The contractor shall apply it to all masonry walls, including seat walls and monument sign.

**ADD:  
210-7**

**BASKETBALL COURT COATING AND STRIPING.**

Basketball court shall be medium broom finish concrete with 2 coats of durable, non-fading, non-slip, matte finish sport court surfacing. Acceptable products shall be California Products Corp. 'Plexi-Pave', or approved equal. Apply a 2-coat application for high resistance to wear per the manufacturer's instruction. The following colors shall be applied as indicated on the plan.

Court color: Green  
Key color: Terra Cotta  
Striping: White

**SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

**212-1.1.2 Class "A" Topsoil.**

To the City Supplement, Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, first sentence, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall submit to the Engineer within 14 days of the NTP the source and location of soil, a physical sample, and current test results analyzed within the previous 14 days by a third party independent agronomic laboratory. The test results shall show the following information:
  - a) Date of Testing
  - b) Project Name
  - c) The Contractor's Name
  - d) Source of Materials and Supplier's Name
  - e) Estimate of Quantity Needed
  - f) Soil Gradation
  - g) Soil Permeability
  - h) Toxic Elements
  - i) pH
  - j) EC (electrical conductivity)
  - k) Organic Content by % dry weight
  - l) Chloride
  - m) Recommendations for adding amendments, chemical corrections, or both, necessary to bring the soil into compliance with and to maintain these specifications.



2. Test results verifying conformance with this section shall have been obtained within 15 days before soil placement.
3. Test results from a minimum of 3 individual soil samples obtained after soil placement, by a third party independent agronomic laboratory, will be required to verify conformance with this section. All soil samples shall be obtained, labeled and delivered to the laboratory under the direction of the Engineer. The test results reflecting compliance with these specifications shall be provided to the Engineer prior to planting.
4. No planting shall begin until the Engineer approves and acknowledges in writing that the test results confirm the agricultural suitability of the topsoil and compliance with these specifications. The Contractor shall submit a written request to the Engineer for approval to plant which shall be accompanied by a written report from a testing laboratory registered by the State for agricultural soil evaluation which states that the tested material complies with these specifications.
5. Third party independent laboratory tests shall be paid for by the Contractor.

To the City Supplement, third paragraph, subsection 3), DELETE in its entirety and SUBSTITUTE with the following:

- 3) Agricultural Suitability. The topsoil shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:
  - a) pH - 6.0 minimum to 7.5 maximum
  - b) EC (electrical conductivity) – 3.0 maximum
  - c) Organic Content (3.5 – 6.5% dry weight based upon organic carbon)
  - d) Low levels of Toxic Elements
  - e) Chloride – 150 ppm maximum

Topsoil which requires amending to comply with these specifications shall be uniformly blended prior to importation. Once blended, the Contractor shall provide the Engineer with documentation showing the amended soil stockpile location, and the quantity prepared and reserved for the Project and current test results of a minimum of 3 samples of that stockpile analyzed within the previous 14 days by a third party independent agronomic laboratory. The contractor shall continue amending and testing the soil until the test results reflect the soil is in compliance with these specifications. All soil samples shall be obtained, labeled and delivered to the laboratory under the direction of the Engineer. The test results reflecting compliance with these specifications shall be provided to the Engineer prior to the delivery of the topsoil.

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) Soil Gradation
- g) Soil Permeability
- h) Toxic Elements
- i) pH
- j) EC
- k) Organic Content by % dry weight
- l) Chloride
- m) Recommendations for adding amendments, chemical corrections, or both necessary to bring the soil into compliance with and maintain these specifications.

**212-1.2.2 Manure.** DELETE in its entirety.

**212-1.2.3 Commercial Fertilizer.** To the City Supplement, ADD the following:

Pre-plant fertilizer shall be granular commercial fertilizer with not more than 6 percent total nitrogen; and not less than 20 percent available phosphoric acid and 20 percent soluble potash.

Post-plant fertilizer shall be 16-6-8 or approved equivalent with CA, FE, ZN, and MN and with the majority of nitrogen in non-ammoniac form.

Iron sulphate, iron shall be expressed as metallic-derived from sulfate-deep green ( $\text{FeSO}_4 \cdot \text{H}_2\text{O}$ ) a minimum analysis of 200% and 98.3% retained on a 10 mesh screen.

Soil conditioner shall be granular, tri-c humate plus, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% sulphur.

**212-1.2.4 Organic Soil Amendment.** To the first paragraph, ADD the following:

Contractor shall supply the Resident Engineer with a 2 cu. ft. sample of the proposed amendment accompanied by Laboratory Analytical Analysis from an approved laboratory illustrating degree of compliance. Guarantee - wt./cu. yd. - 560#-820#. Nitrogen (organic or ammoniac) 0.5% pH (less than) 6.5. Salinity (ec x 10 at 25 c) = 2.5. Iron (fe) expressed as metallic 0.01%. Density - approximately 25 lb/cu.ft. Organic matter - 85%. A non-ionic wetting agent should be used. Properties: screen analysis: % retained on stacked screens - 1 mesh = 0.2%, 5 mesh = 36.6%, 8 mesh =

25.7%, 12 mesh = 30.7%, 32 mesh = 5.9%; remainder = 0.9%. (Shall be similar or equal to Wil Gro Life, A-1 Soils "Life Like", Loamex), or "Numex" by John Deere.

Type 4 organic soil amendment (hydromulch soil amendment) shall be 'Sarvon' liquid soil conditioner by Hydroscape, or approved equivalent.

Type 5 organic soil amendment (Mycorrhizal Inoculum) Provide an organic Arbuscular Mycorrhizal Inoculum containing one or more species of mycorrhizae fungi at a minimum rate of 120 propagules per cubic centimeter. Acceptable Mycorrhizal Inoculum Product: "AM120" by Reforestation Technologies International, or approved equal.

**212-1.2.5 Mulch.** To the City Supplement, Paragraph (g), ADD the following:

Mulch for this project shall be Type 5 and shall also be free of weeds and leaves. Average dimensions shall be 1" to 3" in length and 1/2" in thickness and naturally colored. Submit two (2) samples for approval by the Resident Engineer prior to installation.

**212-1.2.6 Inorganic Soil Amendments.** ADD the following:

Soil sulfur. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.

**ADD:**

**212-1.2.7 Herbicides and Pesticides**

Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the Resident Engineer. All pesticides and herbicides shall be used in strict adherence to manufacturers' specifications and instructions, and shall be applied only by licensed applicators.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the Resident Engineer/Project Biologist.

All herbicides shall be selected for suitability for the specific uses required, and shall be applied by a licensed pesticide applicator.

**212-1.4.1 General.** To the City Supplement, ADD the following:

Contractor shall notify the Resident Engineer a minimum of 48 hours before each plant delivery so the Resident Engineer can schedule a review.

**Availability:** Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery. Provide nursery name and resume for review and approval prior to contract growing.

**Quality And Size:** Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Engineer prior to planting.

All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.

All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root- nor pot-bound and are free of kinked or girdling roots.

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

**Quantities:** Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings.

Inspection of plant materials required shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plants to site.

The Resident Engineer is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.

**Rejection Or Substitution:** The Resident Engineer reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.

Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Resident Engineer's written approval.

**Right To Changes:** The Resident Engineer reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

**212-1.4.2 Trees.** To the City Supplement, ADD the following:

All trees (24" box, 36" box, 48" box) shall:

- a) Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
- b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a rootbound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- c) Have a main leader branch and not have a co-dominant branching structure, unless the tree is intended to be multi-trunk.
- d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**212-1.4.3 Shrubs.** ADD the following:

Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be

accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

Shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

Shrubs shall be full and bushy to ground.

Groundcover plants shall be healthy, vigorous, rooted cuttings grown in flats or 1 gallon cans until transplanting. The soil and spacing of the plants in the container shall ensure the minimum disturbance of the root system at time of transplanting.

**212-1.4.5 Sod And Stolons (Turf Grass).** DELETE in its entirety and ADD the following:

Sod shall be fresh, clean, vigorous living sections of turfgrass as designated in the contract documents. Sod shall be free of turf disease, insects or weeds and capable of healthy vigorous growth. Sod shall be GN-1 hybrid Bermuda grass by Pacific Sod, or approved equal, overseeded with 'Grand Slam', or 'Turfstar' perennial ryegrass at a rate of 5 lbs./1,000 square feet.

**ADD:**

**212-1.4.7 Vines.**

Vines shall be of the specified type and size, selected from high quality, well-shaped nursery stock.

**212-1.5.3 Tree Stakes.** To the first paragraph, second sentence, DELETE in its entirety and SUBSTITUTE with the following:

Tree stakes shall be two (2) inch diameter lodge pole pine of lengths required, pointed on end, and minimum 10' in length.

**ADD:**

**212-1.5.4 Tree Ties.**

Tree ties shall be commercially manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage. Material shall be ultraviolet resistant. Minimum length shall be twenty (20) inches. Tree ties shall be "Cinch-Tie" by V.I.T., or approved equivalent.

**ADD:**

**212-1.10 Perforated Pipe.**

Perforated pipe for tree drain: Poly vinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-219. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

**212-2.1.5 Copper Pipe.** DELETE in its entirety and SUBSTITUTE with the following:

Copper pipe shall be Type "L" in accordance with ASTM B 88; brass pipe; brass piping shall be I.P.S. red brass; solder: 50/50 lead and tin.

**212-2.2.7 Valve Boxes.** To the City Supplement, ADD the following:

Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three inch (3") clearance from the lid.

**212-2.4 Sprinkler Equipment.** ADD the following:

All materials and equipment used in all irrigation work shall be new and without flaws or defects and of quality and performance as specified. Prior to installation of any irrigation work, the Contractor shall submit, for approval by the City, five copies, minimum, of a list of all materials and equipment (s)he proposes to use. Should the Contractor propose to use materials or equipment other than those listed as approved, (s)he shall submit in writing to the City a request to deviate from the approved list. Samples of the materials or equipment shall accompany the request to assist the evaluation of the proposal.

Anti-drain valves shall be installed as indicated on plans. The anti-drain valve shall be the same diameter size as the riser and shall be integrated into the riser assembly (under each head). Valve shall be "Valcon ADV-XS", Hunter, or an approved equivalent.

**ADD:**

**212-3.2.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

**212-3.2.2.4 Master Valve Conductors.**

Master valve conductors shall be compliant with paragraph 212-3.2.2. Master valve conductor shall be installed below grade adjacent to flow sensor data cable conduit.

**212-3.2.2.5 Flow Sensor Data Cable.**

Flow Sensor data cable shall be two 12 AWG double-shielded data cable for use in relaying communications between flow sensor and controller. Flow sensor cable shall be UL listed as Type TC and meet the requirements of ICEA/NEMA, 600-V control cable, 90° C, and the following:

- a) The cable shall consist of two No. 16, minimum, stranded copper conductors. Each conductor shall be insulated with 0.48 mm, minimum nominal thickness, color coded, polypropylene or polyethylene material. Color coding shall distinguish each conductor.
- b) The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20 percent overlap. Where the film is used, a No. 18 or larger, stranded, tinned, copper drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
- c) The jacket shall be black polyvinyl chloride with minimum ratings of 600-V and 90° C and a minimum nominal thickness of 1.25 mm. The cable jacket shall be marked with the manufacturer's name, or trademark, insulation type designation, number of conductors and conductor size, and voltage and temperature ratings.
- d) The finished outside diameter of the cable shall not exceed 0.35 inches.
- e) The capacitance, as measured between any conductor and the other conductors and the shield, shall not exceed 88 pf per meter at 1000 Hz.
- f) The cable run between flow sensor and the irrigation controller shall be continuous without splices.

Flow sensor data cable shall be installed in 3/4" PVC conduit from controller to flow sensor.

**ADD:**  
212-4

**BIORETENTION SOIL MEDIA (BSM).**

212-4.1

**General.** Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

212-4.1.1

**Sand for Bioretention Soil Media.** The sand shall conform to ASTM C33 "fine aggregate concrete sand" requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.



**Table 212-4.1.1 (A) Sand Gradation Limits**

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

**212-4.1.2**

**Compost.** Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO<sub>2</sub>-C per g compost organic matter (OM) per day or less than 5 mg CO<sub>2</sub>-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.
8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).
10. Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.

11. Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

**Table 212-4.1.2 Compost Gradation Limits**

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

**212-4.1.3 Alternative Mix Components and Proportions.** Alternative mix components and proportions may be utilized, provided that the whole blended mix (212-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the City Engineer.

**212-4.2 Whole BSM Testing Requirements and Criteria.** You shall submit the following information to the City Engineer at least 30 Days prior to ordering materials:

1. Source/supplier of BSM,
2. Location of source/supplier,
3. A physical sample,
4. Available supplier testing information,
5. Whole BSM test results from a third party independent laboratory,
6. Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (212-4.2.1), chemical suitability criteria (212-4.2.2), and hydraulic suitability criteria (212-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

**212-4.2.1**

**BSM Agricultural Suitability.** The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH shall be between 6.0-7.5.
- b) Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).
- c) Sodium adsorption ration (SAR) shall be less than 3.0.
- d) Chloride shall be less than 150 ppm.

The test results shall show the following information:

- a) Date of testing
- b) Project name
- c) The Contractor's name
- d) Source of materials and supplier's name
- e) pH
- f) E<sub>c</sub>
- g) Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction(ammonium Bicarbonate/DTPA soil analysis or similar)
- h) Soil adsorption ratio
- i) Carbon/nitrogen ratio
- j) Cation exchange capacity
- k) Moisture content
- l) Organic content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

**212-4.2.2**

**BSM Chemical Suitability.** For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The referenced tests express the criteria in terms of the pollutant concentration in water

that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

1. Nitrate < 3 mg/L
2. Phosphorus < 1 mg/L\*
3. Zinc < 0.1 mg/L
4. Copper < 0.025 mg/L
5. Lead < 0.025 mg/L
6. Arsenic < 0.02 mg/L
7. Cadmium < 0.01 mg/L
8. Mercury < 0.01 mg/L
9. Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the City Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the City Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

Note that Saturation Extract and SPLP tests are expected to result in somewhat more leaching than would be experienced with real stormwater; therefore a direct comparison to water quality standards or effluent limitations is not relevant.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

### 212-4.2.3

#### **BSM Hydraulic Suitability.**

1. The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
  - a. Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation), or
  - b. ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698)
2. BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.

- a) **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the City Engineer. In all cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.
- b) **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour. This configuration reduces the sensitivity of system performance to the hydraulic conductivity of the material, reduces the likelihood of preferential flow through media, and allows more precise design and control of system flow rates.
- c) **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

**212-4.3**

**Delivery, Storage and Handling.** You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the City Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed 75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the City Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (212-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the City Engineer may require replacement and/or decompaction of materials.

**212-4.4**      **Quality Control and Acceptance.** Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the City Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

**212-4.5**      **Integration with Other Specifications.** This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

- Plantings and Hydroseed
- Mulch
- Aggregate (choking stone, drainage stone, energy dissipation)
- Geotextiles
- Underdrains
- Outlet control structures
- Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the City Engineer to determine which specifications prevail.

**212-4.6**      **Aggregate Materials For BSM Drainage Layers.**

**212-4.6.1**      Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

**212-4.6.1.1**      **Rock and Sand Products for Use in BSM Drainage.** Size classifications detailed in Tables 212-4.6.1 (A) and 212-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

**Table 212-4.6.1 (A) Crushed Rock and Stone Gradation Limits**

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 <sup>(1)</sup>	ASTM No. 8 <sup>(1)</sup>
3 in	-	-
2.5 in	-	-
2 in	-	-
1.5 in	100	-
1 in	95 – 100	-
0.75 in	-	-
0.5 in	25 – 60	100
0.375 in	-	85 – 100
No. 4	10 max.	10 – 30
No. 8	5 max.	0 – 10
No. 16		0 – 5
No. 50		-

**Table 212-4.6.1 (B) Sand Gradation Limits**

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 – 100
No. 8	80 – 100
No. 16	50 – 85
No. 30	25 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3

**212-4.6.1.2 Graded Aggregate Choker Stone.** Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).

**SECTION 213 - ENGINEERING FABRICS.**

**ADD:**  
**213-3 FILTER FABRIC (SOIL SEPARATION).**

Contractor shall provide filter fabric for soil separation purposes around all drain rock to separate drain rock from all other materials, such as gravel or soils. Filter fabric shall be a needle-punched, heat-bonded, non-woven polypropylene, UV resistant, permeable geotextile fabric with a flow rate of 110 gpm/(ft<sup>2</sup>). Puncture strength shall be ASTM D 4833: 95lbs. Grab Tensile strength shall be ASTM D 4632 160 lbs. Fabric shall be Mirafil 60N, or approved equal, as approved by the Resident Engineer. Apply fabric to wrap all perforated drain lines and drainage sumps, as indicated on plans and details. See Section 300-10 for installation.



**ADD:**

**SECTION 218 – PLAY AREA SURFACES.**

**218-1 RESILIENT PLAY SURFACING.** Playground resilient rubber surfacing shall be 'Tot Turf Supreme' Poured-in-Place Playground Surfacing, or approved equal. Rubber surfacing is manufactured by Robertson Industries Inc, and represented locally by Tot Turf, (760) 809-1875.

**218-1.1 Description.** Tot Turf® Supreme poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffings which will make up the Cushion Layer. The Cushion Layer is capped with TPV rubber granules mixed with a polyurethane binder creating the Wear Course. Robertson Industries, Inc. surfaces comply with ADA and CPSC guidelines as well as ASTM Standards. Tot Turf® is certified by IPEMA, a third party testing organization for playground surfaces and equipment.

**218-1.2 Work.** Provide all necessary materials, labor, tools, and equipment to perform the work included in the section for the installation of the poured-in-place resurface.

**218-1.3 Area Safety.** Poured in place within playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-04. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings.

**218-1.4 Accessibility.** NOTE: Children’s outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children’s outdoor play areas.

Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951- 09 and ASTM F 1292-09.

**218-1.5 Applicable Standards.**

ASTM International:

- ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047.
- ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension.
- ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.

- ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

TPV material shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between .5-1.5mm. Binder shall be not less than 15 percent of the total weight of TPV material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.

**218-1.6 Certified installers.** Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the “Certified Installers Training Program” required by Robertson Industries.

**218-1.7 Submittals.**

- a) One original hard copy of the submittal package will be provided. Additional hard copies available by request. All specifications/details/testing data can be found on TotTurf® website [www.totturf.com](http://www.totturf.com).
- b) Manufacturer’s descriptive data and installation instructions.
- c) Manufacturer’s details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
- d) Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.
- e) A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-09 for a head-first fall from the highest accessible portion of the specified playground equipment.
- f) A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer’s Trained Installers.
- g) A certificate of Insurance shall be provided by Robertson Industries, Inc. for poured in place surfacing for use as playground safety surfacing, covering both general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/ umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.

- h) Upon request, 2 inch X 3 inch (60mm x 80 mm) samples of the proposed material for this project.
- i) IPEMA certification mandatory.
- j) Third party test results of tensile strength equal to or greater than 170psi and elongation yield equal to or greater than 180%.

**218-1.8 Delivery, Storage and Handling.** Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

**218-1.9 Project Site Conditions.** Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product.

Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc. H. Sequencing and Scheduling: Poured in place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Surface installation coordinated by a Robertson Industries, Inc. representative.

**218-1.10 Warranty.** Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited seven (7) year period. Warranty will be specific to maintenance requirements and performance standards of completed product.

**218-2 MATERIALS.**

**218-2.1 Cushion Layer Section.**

- a) Impact Attenuating Cushion Layer: Cushion Layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material.
- b) Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length. Cushion material may have 10% SBR Ambient Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D 5644 and a fiber content of .1% or less mixed in.
- c) Foam or standard rubber granules are not to be permitted in Cushion Layer
- d) Binder shall be between 10-14 percent of the total weight of the material, and shall provide 100 percent coating of the particles.
- e) The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

**218-2.2 Wear Course.**

- a) The following are TotTurf® Custom Colors available: **Cancun**, Arizona Gold, Sherwood Forest, Blue Moon and California Dream'n. (See Totturf.com)
- b) Wear Course shall consists of Thermal Plastic Vulcanized (TPV) granules with an Aliphatic binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.
- c) TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 15 percent of total weight of TVP material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.
- d) Thickness of Wear Course shall be a minimum ½ to 5/8-inch (minimum 1/2-inch, 12.7 mm).
- e) The Wear Course shall be porous.

**218-2.3 Binder.**

- a) No Toluene Diphenel Isocyanate (TDI) shall be used.
- b) No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
- c) Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)
- d) Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original Aliphatic quality.

**218-2.4 Color.** Selected from Manufacturer's Color Chart and shown on the plans.

**ADD:**

**219 - PLAY AREA COMPONENTS.**

**219-1 2-5 YEAR OLD PLAY STRUCTURE.**

**219-1.1 Playbooster.** 2-5 Tot Lot Play Structure shall be per Drawing No. 77061-1-5 (2-5 Area), by Landscape Structures, Inc., or an approved equal, provided by Coast Recreation, Inc. (714) 619-0100.

**219-1.2 2-5 Play Structure Components.** Play structure shall include the following components:

1. 143677B - Arch Bridge w/Barrier.
2. 169318C - Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds DB.
3. 172666A - Corkscrew Climber w/Recycled Wood-Grain Handholds 48"Dk DB.
4. 128252A - Loop Ladder 48"Dk DB.
5. 145839A - Critter Canyon DB.
6. 152907C - Deck Link w/Barriers 3 Steps.
7. 157427D - Pod Climber w/Handloop & Handrail 32"Dk DB Left Handhold.
8. 111228A - Square Tenderdeck.
9. 111229A - Square Deck Extension.
10. 111231A - Triangular Tenderdeck.
11. 115254A - Storefront Panel.
12. 130565A - Table Panel DB.
13. 169319A - Recycled Wood-Grain Lumber Panel.
14. 169319A - Recycled Wood-Grain Lumber Panel Below Deck.
15. 173564A - Optigear Panel Above Deck.
16. 177718A - Rain Sound Wheel Panel Above Deck.
17. 173591A - OmniSpin Spinner Surface Mount.
18. 128980B - PlayOdyssey DB Only Std 48"Dk.

19. 111362A - Talk Tube 40' Tubing Kit PB.
20. 111363F - Talk Tube Deck Mounted 48"Dk DB Only.
21. 120818A - Playstructure Seat.
22. 120901A - Grab Bar.
23. 129079A - Talk Tube Odyssey 48"Dk.
24. No Material Spec for 181586.
25. No Material Spec for 181587.
26. 111403D - 158" Alum Post For Roof DB.
27. 111404I - 84" Alum Post DB.
28. 111404H - 92" Alum Post DB.
29. 111404G - 100" Alum Post DB.
30. 111404F - 108" Alum Post DB.
31. 111404E - 116" Alum Post DB.
32. 111404D - 124" Alum Post DB.
33. 169315A - Tree House Roof.
34. 182503A - Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury.
35. 123337A - Single Poly Slide 48"Dk DB.
36. 130798A - Double Swirl Poly Slide 48"Dk DB.
37. 176038E - Full Bucket Seat ProGuard Chains for 2" Arch Swing.
38. 177340A - 2" Arch Swing Frame.
39. Following Warranties.

### **LIFETIME LIMITED WARRANTY**

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos and Weevos steel posts and arches against structural failure due to material or manufacturing defects.

### **15-YEAR LIMITED WARRANTY**

On all plastic components (including TuffTimbers edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

### **10-YEAR LIMITED WARRANTY**

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

### **8-YEAR LIMITED WARRANTY**

On Aeronet climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

### **3-YEAR LIMITED WARRANTY**

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

#### **219-1.4 Product Compliance Verification.**

At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAAG Final Rule for Play Areas. The contractor shall verify current compliance prior to ordering the equipment.

- 219-2 12 YEAR OLD PLAY STRUCTURE.**
- 219-2.1 Playbooster.** 5-12 Tot Lot Play Structure shall be as per Drawing No. 77061-1-5 (5-12 Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation, Inc. (714) 619-0100.
- 219-2.2 5-12 Play Structure Components.** Play structure shall include the following components:
1. 169322A - Discovery Tree Climb w/Aluminum Post w/Roof DB Only.
  2. 157427B - Pod Climber w/Handloop 40"Dk DB Left Handhold.
  3. 164078A - Ring Tangle 8" Difference Deck Heights.
  4. 176079A - Sunbeam Climber.
  5. 111228A - Square Tenderdeck.
  6. 111229A - Square Deck Extension.
  7. 111231A - Triangular Tenderdeck.
  8. 111525A - Kick Panel For 24"Rise.
  9. 119646A - Tri-Deck Extension.
  10. 121948A - Kick Plate 8"Rise.
  11. 121949A - Tri-Deck Kick Plate 8"Rise.
  12. 122197A - 90-Degree Triangular Tenderdeck.
  13. 152911C - Curved Transfer Module Right 48"Dk DB.
  14. 115236A - Ball Maze Panel Ground Level Below 48"Dk.
  15. No Material Spec for 127678B.
  16. 169319A - Recycled Wood-Grain Lumber Panel.
  17. 111362A - Talk Tube 40' Tubing Kit PB.
  18. 111363A - Talk Tube At Grade Mounted DB Only.
  19. 201545A - Blender Spinner DB.
  20. No Material Spec for 181586.
  21. 111353A - Track Ride.
  22. 111403K - 182"Steel Post For Roof DB.



23. 111403A - 182" Alum Post For Roof DB.
24. 111404O - 132" Steel Post DB.
25. 111404H - 92" Alum Post DB.
26. 111404E - 116" Alum Post DB.
27. 111404D - 124" Alum Post DB.
28. 111404C - 132" Alum Post DB.
29. 169315A - Tree House Roof.
30. 130390A - Double Swoosh Slide 72"Dk DB.
31. 130798A - Double Swirl Poly Slide 56"Dk DB.
32. 174018A - Belt Seat ProGuard Chains for 8' Beam Height.
33. 177330A - 5" Arch Swing Frame 8' Beam Height Only.
34. 177331A - 5" Arch Swing Frame Additional Bay 8' Beam Height Only.
35. Following Warranties.

#### **LIFETIME LIMITED WARRANTY**

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos and Weevos steel posts and arches against structural failure due to material or manufacturing defects.

#### **15-YEAR LIMITED WARRANTY**

On all plastic components (including TuffTimbers edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

#### **10-YEAR LIMITED WARRANTY**

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

#### **8-YEAR LIMITED WARRANTY**

On Aeronet climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

### **3-YEAR LIMITED WARRANTY**

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures™ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

#### **219-2.3 Product Compliance Verification.**

At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAAG Final Rule for Play Areas. The contractor shall verify current compliance prior to ordering the equipment.

#### **219-3 5-12 PLAY STRUCTURE (SAND PLAY AREA).**

**219-3.1 Playbooster.** 5–12 Play Structure (Sand Area) shall be as per Drawing No. 77061-1-5 (5-12 Sand Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation, Inc. (714) 619-0100.

**219-3.2 5-12 Play Structure (Sand Area) Components.** Play structure shall include the following components:

1. 172666A - Corkscrew Climber w/Recycled Wood-Grain Handholds 48"Dk DB.
2. 111228A - Square Tenderdeck.
3. 169319A - Recycled Wood-Grain Lumber Panel.
4. 111403D - 158"Alum Post For Roof DB.
5. 169315A - Tree House Roof.
6. 182503C - Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury.
7. Following Warranties.

### **LIFETIME LIMITED WARRANTY**

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos and Weevos steel posts and arches against structural failure due to material or manufacturing defects.

### **15-YEAR LIMITED WARRANTY**

On all plastic components (including TuffTimbers edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

### **10-YEAR LIMITED WARRANTY**

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

### **8-YEAR LIMITED WARRANTY**

On Aeronet climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

### **3-YEAR LIMITED WARRANTY**

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures™ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

#### **219-3.4**

#### **Product Compliance Verification.**

At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAG Final Rule for Play Areas. The contractor shall verify current compliance prior to ordering the equipment.

**ADD:**

**SECTION 220 - SITE FURNISHINGS.**

**220-1 PRECAST CONCRETE BENCH W/ BACK.**

Precast concrete bench shall be a 7' long bench with concrete back and arm rest at center of bench.

Model No.: Q1VIC84B Victoria Series precast concrete bench with back and arm rest centered on bench seat or approved equal.

Dimensions: 84"L x 24-11/16"W x 36"T x 6-1/4"THK

Color: P2-'Bungalow', integral colored concrete

Finish: T2-Light Sandblast

Sealer: No manufacturer sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

No. of units: 14

Attachment: Per drawings.

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)

**220-2 PRECAST CONCRETE BENCH W/O BACK.**

Precast concrete bench shall be a 7' long bench.

Model No.: Q2VIC84B Victoria Series precast concrete bench with back or approved equal.

Dimensions: 84"L x 24-11/16"W x 36"T x 6-1/4"THK

Color: P6-'Copper', integral colored concrete

Finish: T2-Light Sandblast

Sealer: No manufacturer sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

No. of units: 9

Attachment: Per drawings

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)

**220-3**

**TRASH RECEPTACLE "A" WITH HOOD.**

Trash receptacles with hoods shall be precast concrete units with concrete tops, and high-density 40-gallon plastic inner liners, or approved equivalent. Trash receptacles shall be made of 100% recycled materials and manufactured in the USA. Provide shop drawings and paint color for approval. Attachment shall comply with Manufacturer's recommendations. Installations shall be surface mounted and vandal-proof.

Model No.: QSSC2651SDW, Precast concrete square trash receptacle with concrete top, locking steel side door (Q30SD/GR), door brass key (SDKEY), lock (ZSDCABLK-R) and Plastic 40-Gallon Liner (QSPL28B), or approved equal.

Dimensions: 26-5/8" SQ x 51" HT.

Color: P2-'Bungalow', integral colored concrete

Finish: T2-Light Sandblast

Sealer: No Sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

Door: Standard Green

No. of units: 12

Locks: Provide stainless steel lock to secure the door with matching keys for entire park.

Bags: Provide one-hundred (100) matching clear poly bag liners to fit trash receptacles.

Attachment: Surface-mounted w/stainless steel anchor bolts and masonry anchors and epoxy.

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)

**220-4**

**TRASH RECEPTACLE "B" WITH HOOD.**

Trash receptacles with hoods shall be precast concrete units with concrete tops, and high-density 40-gallon plastic inner liners, or approved equivalent. Trash receptacles shall be made of 100% recycled materials and manufactured in the USA. Provide shop drawings and paint color for approval. Attachment shall comply with Manufacturer's recommendations. Installations shall be surface mounted and vandal-proof.

Model No.: QSSC2651SDW, Precast concrete square trash receptacle with concrete top, locking steel side door (Q30SD/GR), door brass key (SDKEY), lock (ZSDCABLK-R) and Plastic 40-Gallon Liner (QSPL28B), or approved equal.

Dimensions: 26-5/8" SQ x 51" HT.

Color: P6-'Copper', integral colored concrete

Finish: T2-Light Sandblast

Sealer: No Sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

Door: Standard Green

No. of units: 4

Locks: Provide stainless steel lock to secure the door with matching keys for entire park.

Bags: Provide one-hundred (100) matching clear poly bag liners to fit trash receptacles.

Attachment: Surface-mounted w/stainless steel anchor bolts and masonry anchors and epoxy.

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
  
www.quickcrete.com

**220-5**

**HOT COAL RECEPTACLE.**

The precast concrete Hot Coal Receptacle shall be a square unit, 42" tall and clearly labeled on all four sides with cast-in logos with the text "Hot Coals Only" painted in white letters on indented flame shaped red background. Unit shall be affixed to concrete pads with epoxy at locations shown on the plans.

Model No.: QPSHA2842 Palm Series precast concrete square Hot Coal Receptacle with black grate (HG23SQ/BLK) at top and 'Hot Coals Only' inset in a flame shaped emblem, or approved equal.

Dimensions: 28" SQ x 42" HT.

Color: P2-'Bungalow' integral colored concrete

Finish: T2-Light Sandblast

Sealer: No Sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

Grate: 23-1/4" SQ black steel grate with chain

No. of units: 2

Attachment: Surface-mounted w/stainless steel anchor bolts and masonry anchors and epoxy.

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
www.quickcrete.com

**220-6**

**BARBEQUE AND FOOD PREP COUNTER.**

Barbeque and food prep counter shall be a rectangular table top with table top barbeque grill. Top of barbeque grill and counter shall be mounted at 34" above grade in accordance with ADA counter height standards.

Model No.: QCBBQ1824FPC, Precast concrete rectangular table with pedestal columns and barbeque grill (BBQGRILL18x24), or approved equal.

Dimensions: 18"W x 46"L BBQ complete unit w/food prep center

Color: P2-'Bungalow' integral colored concrete

Finish: T2-Light Sandblast

Sealer: No manufacturer sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

Grill color: Black

No. of units: 4

Attachment: Per drawings

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
www.quickcrete.com

**220-7**

**PET WASTE STATION.**

Pet Waste Station shall be 'Modern Dog Kit (Green)', by Pet Pick-Ups, or approved equivalent. Kit shall include a post-mounted dispenser unit with stainless steel door lock, signage stating 'Thanks for picking up after your dog!', waste container with stainless door lock and galvanized steel liner. All unit locks shall be keyed to have same key and open all doors to all units on site. Dispenser units shall be mounted on 8'x2"SQ galvanized steel channel post per and installed per Manufacturer's

recommendations. Installations shall be vandal-proof. Posts shall be embedment mounted into a cast in place concrete footings (520-C-2500), size: 12" diameter x 18" deep. Components shall be attached to the posts with galvanized bolts, nuts and washers. Posts shall be galvanized 12-gauge cold rolled structural steel tubing (1-3/4" x 1-3/4").

SKU No.: 00005-MD Kit, or approved equivalent.  
Finish: Green powdercoat finish by manufacturer  
No. of units: 4  
Bags: 2 rolls of 200 Biodegradable pick up litter bags.  
Attachment: Pole-mounted w/ footing  
Manufacturer: Pet Pick-Ups, Inc. (303) 443-8914  
P.O. Box 460547  
Denver, CO 80246  
[www.petpickups.com](http://www.petpickups.com)

**220-8 BIKE RACKS.**

Bike racks shall be 84" long, galvanized finish, wave style bike rack, accommodating nine bikes. LA SteelCraft WBR-700, or approved equal. Direct burial installation through concrete paving into 12" depth x 12" diameter concrete footing below paving; concrete to be 520-C-2500 PSI. Bike rack to be installed so it is plumb and level (both directions) after concrete cures.

**220-9 REMOVABLE BOLLARD.**

The precast Removable Bollard shall be a 36" tall x 14" sq.

Model No.: QS5B, removable with manufacturer-supplied sleeve  
Color: P2-'Bungalow', integral colored concrete  
Finish: T2-light sand blast  
Sealer: No Manufacturer Sealer  
No. of units: 2  
Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'  
Attachment: Sleeve - embedment mounted  
Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)



220-10

**RECTANGULAR PRECAST CONCRETE PICNIC TABLE - ACCESSIBLE.**

Precast concrete picnic table shall be a rectangular accessible picnic table, or approved equal. The table and bench tops shall have a smooth finish, sides shall have a light sandblast finish.

Model No.: QLMR102PTADA with coil rods, rectangular precast concrete table with ADA accessibility; or approved equal.

Color: P2-‘Bungalow’, integral colored concrete

Finish: T2-light sand blast, sides

Sealer: No Manufacturer Sealer

No. of units: 9

Ant-Graffiti: Manufacturer applied, type per Section 210 ‘Paint and Protective Coatings’

Attachment: Per drawings

Manufacturer: Quick Crete Products Corp., Inc. (909) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
www.quickcrete.com

220-11

**RECTANGULAR PRECAST CONCRETE PICNIC TABLE.**

Precast concrete picnic table shall be a rectangular picnic table, or approved equal. The table and bench tops shall have a smooth finish, sides shall have a light sandblast finish.

Model No.: QLMR96PT with coil rods, rectangular precast concrete table; or approved equal.

Color: P2-‘Bungalow’, integral colored concrete

Finish: T2-light sand blast, sides

Sealer: No Manufacturer Sealer

No. of units: 12

Ant-Graffiti: Manufacturer applied, type per Section 210 ‘Paint and Protective Coatings’

Attachment: Per drawings

Manufacturer: Quick Crete Products Corp., Inc. (909) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
www.quickcrete.com

**220-12****ROUND PRECAST CONCRETE PICNIC TABLE.**

Precast Concrete picnic table shall be a round accessible picnic table with two 6' curved benches, or approved equal. The table and bench tops shall have a smooth finish, sides shall have a light sandblast finish.

Model No.: QR-QH60FC2, 60" diameter precast concrete round table with two 12"Wx72-7/8"L x3" TH radius benches, or approved equal.

Dimensions: 60" diameter x 3"thk table, mounted at 32-1/4" height; 12" wide B-1 style benches, mounted at 20" height

Color: P2-'Bungalow', integral colored concrete

Finish: T2-Light Sandblast

Sealer: No manufacturer sealer

Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

No. of units: 6

Attachment: Per drawings

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)

**220-13****BASKETBALL GOALS.**

Basketball goal, backboard and post shall be PW Athletic Mfg. Co or approved equal. Basketball goal shall be heavy duty breakaway rim with universal mount, nylon net and shall be installed to the professional height of 10'-0" above the court finish surface. Backboard shall be square with a demarcated target square above the goal mounting. Post shall extend horizontally 6'-0" and be a galvanized single gooseneck post installed 2'-0" on center behind courts out of bounds striping. Direct burial mounting with footing size as recommended by manufacturer.

Backboard Model No.: 24T Polyethylene with target

Basketball Goal Model No.: 41-Flex Super nylon net.

Post Model No.: 1560 6-5/8" O.D. Galvanized

**220-14****ENTRY MONUMENT.**

Precast concrete entry monument shall be by Quick Crete or approved equal. Entry monument shall include Bronze City of San Diego and San Diego Park and Recreation logos. Logos shall be mounted with vandal resistant brackets. Entry monument wall, lettering and decorative planting wall shall be constructed to the dimensions shown on

the plans. Foundation shall be per manufacturer's recommendations and drawings. Treat all exposed concrete with Anti Graffiti Coating per section 210-6.

**Entry Monument Wall**

- Line 1: Torrey Meadows
- Line 2: Neighborhood Park
- Line 3: City of San Diego Park and
- Line 4: Recreation Department
- Font Style: "Aerial Bold"
- Paint: QC Standard Green
- Color: P9-'Arroyo', integral colored concrete
- Finish: T7-Acid Etch
- Sealer: No manufacturer sealer
- Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

**Decorative Planting Wall**

- Color: 'Natural'
- Finish: Raw
- Sealer: No Manufacturer sealer
- Anti-Graffiti: No Anti-Graffiti coating

**Decorative Planting Wall Cap**

- Color: 'Natural'
- Finish: T2-Light Sand Blast
- Sealer: No Manufacturer sealer
- Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240  
731 Parkridge Avenue  
Norco, CA 92860  
[www.quickcrete.com](http://www.quickcrete.com)

**220-14.1 Entry Monument Veneer.**

Entry monument Veneer shall be "Autumn Flame Thin Veneer" available from KRC Rock or approved equal.

**220-15 DRINKING FOUNTAIN.**

**220-15.1 General.**

Drinking Fountain: Haws Model 3500FR, or an approved equal, is a "Hi-Lo", barrier-free, freeze-resistant, pedestal drinking fountain with an 11 gauge galvanized substrate steel pedestal with green powder-coating, polished stainless steel basins, polished chrome-plated brass vandal-resistant bubbler heads, polished chrome-plated brass buttons, polished chrome-plated brass waste strainers with top-down clean-out access, vandal-resistant access plates, integral mounting feet, and 1-1/2" slip waste.

**220-15.2 Concrete Valve Box.**

Concrete Valve Box. Provide a 21"x15-1/2"x12" concrete valve box with locking lid for freeze-resistant apparatus for each drinking fountain. Valve box shall be installed in planting areas nearest the drinking fountain, square with the concrete edge, in location indicated on the plans. Lid shall be marked with 'WATER' on lid. Contractor may propose alternative location for valve box, but only upon written approval by the Resident Engineer. Install per manufacturer's recommendations.

**220-15.3 Water Supply Line.**

Contractor shall provide and install an extension of the supply line, from potable water line to new drinking fountain location. Contractor shall provide all supply line piping and fittings, drainage line piping and fittings, drain rock, soil separation fabric and other materials as listed on the drawing in locations indicated. Provide Type K copper piping and fittings from existing supply line to new drinking fountain. All work shall be installed in compliance with the local plumbing codes.

**220-15.4 Drainage Sump.**

Contractor shall provide a drainage sump consisting of a perforated drain line wrapped in a filter fabric sock and surrounded with a crushed rock bed, graded away from the drinking fountain location within the planting area. Soil coverage above the sump drain line shall vary depending on the length of run of the pipe, but minimally 6" in depth if traversing through the planting area.

**220-16 PREFABRICATED RESTROOM BUILDING.**

**220-16.1 General.**

Restroom building shall be a pre-fabricated building provided by Restroom Facilities Ltd (RFL) Model #B312ST or approved equal. The pre-fabricated building shall be a manufactured packaged assembly complete, containing all components, special tools and instructions. Building shall be complete and fully operable and include all standard items for this building model, including smooth face block painted 'Beige', trim color to be painted 'Brown' and stainless steel interior fixtures. The pre-fabricated building shall be provided with all sewer, electrical and water utility connections. The pre-fabricated building shall be ADA compliant for all interior components.

Point of contact information is as follows:

Carl Hackney, California HCD Sales License #SP1124647  
CorWorth / RFL  
1707 Colt Circle  
Marble Falls, TX 78654  
Phone: 800-447-6570, ext. 3208  
Email: carl@corworth.com

**220-16.2 Floor / Foundation.**

- a) The floor/foundation for the modular restroom shall be a prefabricated 8-inch thick monolithic 5,000 psi concrete mat slab shipped with the restroom building. The slab reinforcing shall be #3 and #5 grade 60 deformed rebar, placed and tied per the structural engineered drawings continuously throughout, #3 grade 60 vertical rebar for CMU walls shall be incorporated into the slab reinforcing rebar to a minimum of 18", bent to vertical 90 degrees and extended above the concrete slab a minimum of 24". Doweling of the vertical 90 degrees reinforcing steel into the mat slab is not permitted. The slab shall be designed to allow relocation of the slab and building intact at any future date with built-in lifting hardware.
- b) Concrete shall cure for a minimum of 14 days before moving and have a minimum 28-day compressive strength of 7,000 psi.
- c) The floor/foundation shall contain a concrete encased electrode consisting of 20' of bare copper conductor (No. 4 AWG) located near the bottom of the foundation, and encased in a minimum of 2" of concrete. Stub the ground conductor up through the foundation near the panel location.
- d) A 6-mil thick vapor and moisture barrier shall be placed on the leveled building pad prior to setting of the building. Barrier shall extend as least 12" beyond building footprint.

**220-16.3 Wall Systems.**

- a) Walls to 7'-4" above finish floor (AFF) shall be hollow load-bearing concrete masonry units and shall conform to UBS Standard 21-4, Grade N, and ASTM C-90. All units shall be medium weight. Wall system to be solid grout filled and to receive steel reinforcement throughout.
- b) Walls above 7'-4" shall be fabricated with galvanized 16gauge, welded in place, structural steel studs with top and bottom channels. Bottom channel to be welded to steel wall cap. Each weld shall be painted with a minimum of three coats of rust inhibiting paint.

**220-16.4 Interior Finishes.**

- a) Restrooms and chase floor to receive a light broom finish with no more than a 0.60 coefficient of friction. To receive a high solids, non-yellowing curing and sealing compound.

- b) Restroom floors to receive a two coat 100% solids modified epoxy floor coating system at 30-50 mils in thickness. To have a compressive strength of 15,000 psi per ASTM C579, flexural strength of 17,000 psi per ASTM D790, tensile strength of 11,300 psi per ASTM D307, Hardness Shore D of 82-85 per ASTM D2240 and a Taber Abrasion per ASTM D4060 of loss/1000 cycles = 25mg using CS 17 wheels. Color by owner.
- c) Restroom walls to 7'-4" AFF to be CMU block, precision finish. To receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color to be white. Restroom walls above 7'4" to be Class "A" rated fiberglass reinforced concrete (FRC) panels. Panels to be blind fastened, filled and sanded with a light texture finish. To receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color to be white.
- d) Chase wall to 7'-4" AFF to be CMU block, precision finish. To receive one coat of 100% acrylic primer. Color to be gray. Chase walls above 7-4" to be open framed. To receive one coat of 100% acrylic primer. Color to be gray.
- e) Ceilings to be exposed plank and beam. to receive two coats of Superdeck stain or equal. Color to be redwood.

**220-16.5**

**Doors.**

- a) Restroom and chase doors to be 1¾" thick, full flush, 16-gauge steel face with stiffening ribs. Door jambs shall be 16-gauge steel. Doors and jambs to receive one coat of DTM acrylic urethane gray primer and two coats of DTM acrylic urethane tint base. Color by owner.
- b) Hinges for all pass-through doors to receive Roton continuous geared, fully concealed leaf to ANS/BHMA A156.26, aluminum, manufactured of 3 interlocking aluminum extrusions (2 hinge leafs and 1 cover channel), door leaf and jamb leaf geared together for entire hinge length and joined by cover channel.
- c) Door hardware is as follows (or equal):

Restroom Doors

Roton 780-224HD hinge  
 Best #83T7MSTK626SH deadbolt, key/blank, 626 finish  
 Ives 8305-8 pull handle, US32D finish  
 Ives 8200-4x16 push plate, US32D finish  
 LCN 1461 CUSH door closer  
 Ives 8400 10" high stainless steel kick plate (inside only)

Chase and Storage Doors

Roton 780-224HD hinge  
 Schlage B660P deadbolt, key/thumb turn  
 Ives 8305-8 pull handle, US32D finish  
 Ives 8200-4x16 push plate, US32D finish  
 Wright #V11 door retainer chain stop

**220-16.6 Additional City of San Diego Door Specifications.**

**220-16.6.1 Hardware.**

- a) Mortise locks will be ANSI 156.3 Mortise Series 1000, Grade 1 Operational and Grade 1 Security and carry the approval of Federal Bureau of Prisons. Locks will meet UL 437 requirements.
- b) Mortise locks will carry a standard 5 year warranty.
- c) Locks will have separate springs which will be internal to the lock case. Lever return springs will operate interior and exterior hubs independently. No springs will be allowed outside of door or under escutcheon or rose.
- d) Hubs will have roller bearing assembly.
- e) All strikes will have a curved lip strike.
- f) Deadbolts will be solid stainless steel (without internal riveted actuator), when deadbolt is extended 1", at least 2" will remain in the lock case.
- g) All levers will be cast solid levers, hollow levers will not be allowed.
- h) Cylindrical locksets may be used only on interior non-traffic openings. Locks will have a replaceable sheer lug which when broken will disable the lever. Clutch mechanisms will not be allowed. Locks will have 7-pin interchangeable cores. Cylindrical locks are not to be used on exterior doors.
- i) All locks and hardware should be 626 finish (26D). Bright chromed or painted finishes should not be used.
- j) All doors and hardware must meet Americans with Disabilities Act and Title 24.
- k) Approved manufacturers are Best Lock or Folger Adams with Best Lock core.
- l) Panic exit devices will be Von Duprin 99, Precision Apex Series or Dorma and have Best cylinders.
- m) Closers will be Dorma 8900 or Norton 7500 Series or Sergeant 351 or approved equal. All closers to have back check and be field adjusted to not more than 5lb. opening force. Closers will be through-bolt to door jamb if possible.
- n) Hinges will be Stanley, McKinney or Hager. All hinges to be ball bearing type 630 finish. Exterior doors that swing out will have NRP hinges. High traffic door will be continuous type "Roton".
- o) Doors in the following locations will have locks which are ANSI Series 1000 Grade 1 Security and Grade 1 Operational. Locks will meet UL437 requirements.

1. Rooms with narcotics.
2. Rooms that contain an armory.
3. Exterior doors for Police facilities.
4. Exterior doors for Court facilities.
5. Doors to Judges chambers.
6. Ant exterior door which could be in a remote location or subject to high vandalism.

**220-16.6.2 Keys and Keying.**

- a) All cylinders will be Best 7pin, interchangeable core and keyed into an existing factory-registered Grand Master Key System. All seven pins to be operational.
- b) Best Locks to furnish keys and permanent cores to City Lock shop for final installation.
- c) Temporary cores (construction cores) will be installed by Contractor for security purposes. Temporary cores will be keyed alike and interchangeable with Best cores. Cores to be provided by manufacturer.
- d) Contractor will provide to the City Lock shop copies of Control key and Operating key upon completion.
- e) All keys and cores will have visual key control.
- f) All keys will be stamped "Do Not Duplicate".
- g) If applicable, the Electric Meter Room will have SDG&E lock installed. The cylinder to be keyed to Schlage key way VTQP AA-10. Three keys are provide with lock. All keys are to be turned over to the City of San Diego lock shop at completion of the project. The contractor will obtain lock from any contracted SDG&E locksmith for installation.

**220-16.7 Roof.**

- a) Roof structure to be 3/8" OSB over 2x6 v-joint, tongue and groove, kiln dried #2 or better SPF decking over 4x6 kiln dried #2 or better SPF rafters at 48" on center, nominal. There shall be no roof penetrations except that of utilities.
- b) Roof finish shall be Metal Sales Image II or equal 26gauge standing seam metal panels over 30lb. felt paper. Color by owner.
- c) Rake and fascia to be factory primed, finger-jointed engineered lumber for superior resistance against warping, twisting and cupping. To receive two finish coats of 100% acrylic semi-gloss enamel paint. Color by owner.

**220-16.8 Exterior Finishes.**

- a) Exterior of block to be split face. To receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color by Owner.



- b) Exterior finish above 7'-4" to be James Hardie Hardiplank® or equal fiber reinforced cement horizontal lap siding, 7" weather. To receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color to match body of building.
- c) Finishes to receive a graffiti coating by Monopole, supplied and field installed by the Contractor.

1<sup>st</sup> coat: Aquaseal ME12 (Item 5200)

2<sup>nd</sup> coat: Permashield Base (Item 6100)

3<sup>rd</sup> coat: Permashield Premium (Item 5600 matte finish or 5650 gloss finish)

4<sup>th</sup> coat: Permashield Premium (Item 5600 matte finish or 5650 gloss finish)

**220-16.9 Ventilation.** Vent screens shall be 1/8" thick 9-gauge expanded 3/4"x1 1/4", type #304 stainless steel, in a flattened de-burred pattern.

**220-16.10 Accessories and Signage.**

- a) All wall-mounted accessories to be installed with stainless steel tamper-resistant screws.
- b) Toilet partitions to be 1" high-density polyethylene plastic (HDPE). Partitions to receive custom, stainless steel pilasters and mounting hardware. Color by owner. Each toilet stall door to receive one (1) Bobrick B-212 coat hook or equal.
- c) Accessories are as follows (or equal):
 

24" Stainless Steel Grab Bar	Bobrick B6806.2
36" Stainless Steel Grab Bar	Bobrick B6806.36
holder Royce Rolls TP3	
Soap Dispenser, Concealed	Bobrick B4063
Toilet Seat Cover Dispenser	Bobrick B221
- d) Signage to be in compliance with California Title 24 and ADA for restroom entrances.

**220-16.11 Plumbing.**

- a) Plumbing drain, waste, and vent piping shall be schedule 40 PVC with solvent welded connections. All vents through the roof shall be cast iron and capped.
- b) Water lines shall be Type L copper above ground and Type K copper below ground. Water supply in building shall have a built-in valve combo including a pressure-reducing valve to 125 psi, an in-line 10-micron filter, and two 125 psi pressure gauges. Incoming water service shall be 1-1/2" line, 50 gpm and 60 psi minimums.
- c) Each fixture shall be isolated with a ball valve or plumbing fixture flush valve. All flush valves and p-traps shall be concealed in chase.

- d) **Plumbing fixtures shall be stainless steel as follows (or equal):**
- |                 |                                         |
|-----------------|-----------------------------------------|
| Water Closet    | Acorn Dura-Ware 2100-W-1-HET-FVBO-CN-HS |
| Flush Valve     | Sloan Royal 143-1.28                    |
| Urinal          | Acorn Penal-Ware 1709HEU-W-0.5 GPF-FVBO |
| Flush Valve     | Sloan Royal 195-0.5                     |
| Lavatory        | Acorn Dura-Ware 1953-1-9-H1-GE          |
| Metering Faucet | Chicago 807-E12-665PAB                  |
- e) A single hose bib shall be in the plumbing chase and shall be installed with a vacuum breaker, to code. Hose bib to be Woodford 24 -3/4" or equal.
- f) Restroom floors shall slope to drains at no more than 2% from level where shown on plans. Floor drains to receive a 5" round strainers and primed p-traps.
- g) A commercial grade hose reel with 75' of hose shall be installed in the Chase for spray down cleaning of restrooms.

**220-16.12 Electrical.**

**220-16.12. PVC.**

- a) All conduits in the ground will be schedule 40 PVC, at least 3/4" inside diameter.
- b) All PVC will be buried below ground level and never be in a concrete slab or concrete floor.
- c) All stub-ups in PVC will be changed to EMT in walls. Exceptions are outside block walls – can be PVC. No flexible conduit will be used.

**220-16.12.2 EMT Conduit.**

- a) All wiring inside the building shall be run in EMT conduit.
- b) All EMT connectors, couplings, and other fittings will be non-cast steel compression type.
- c) No BX or MC cables allowed.

**220-16.12.3 Rigid Conduit.**

- a) All conduit exposed to salt air to be PVC coated.
- b) All conduit exposed below 4-feet of finish grade on walls.

**220-16.12.4 Flexible Steel Conduit.**

Only on motor connection and fixture tails, not over 6 feet in length.

**220-16.12.5 Boxes.**

- a) Any exposed wiring device boxes will be steel or cast iron only. No cast aluminum.
- b) All exterior light fixture junction boxes will be steel or cast iron only. No cast aluminum.
- c) All outside outlets will be in a recessed stainless steel box with a flush, lockable cover and a 20-amp GFI receptacle. (Cole TL310)
- d) Inside wiring device boxes and junction boxes will be at least 4" square by 1-1/8" deep.
- e) Electrical, phone and data boxes will be brass type (RFB style Walker) with tamper-proof screw cap only. All brass covers will be flush with the floor. Floor monuments are not acceptable.
- f) Flat wiring will not be used.

**220-16.12.6 Wire.**

- a) All wiring will be stranded, copper THHN type, including all #12 AW wire.
- b) Minimum wiring size will be #12 AWC stranded. (Exception – wiring for control units will be #14 AWC stranded wire). No solid wire.
- c) One neutral for every one circuit pulled. No sharing on neutral wires.

**220-16.12.7 Marking and Nameplates.**

- a) Name plates: Furnish and install a minimum size of 1" high and 3" wide by 3/32" thick matte black (for normal power) and red (for emergency power) laminated phenolic nameplates with 1/4" white characters engraved in the plastic for all items of electrical equipment including, but not limited to switchboards, panel boards, automatic transfer switches, motor control centers, feeder circuit breakers, relays, time switches, disconnect switches, exposed pull or junction boxes, and all control equipment. Name plates will be attached with (2) cadmium-plated screws. Adhesive attachment will not be acceptable. Punch strip tape type name plates with card holders in any form are prohibited.
- b) Provide wire marker on each conductor in electrical panel pull box, outlet, and junction box. This includes all disconnects and connections. If more than one neutral conductor is present, mark each related circuit and panel number.
- c) Label outside of all cover plates of wiring devices and junction boxes with circuit and panel number. Each branch circuit device cover plate will be labeled (engraved or silk screen) to indicate the branch circuit and panel number. Devices will include, but not be limited to, the following: toggle switches, dimmer switches and receptacles.

**220-16.12.8 Grounding.**

- a) All raceways will include a full size green insulated ground wire terminated at each outlet box, device enclosure, etc. and connected back at the panel board on the appropriate ground bus.
- b) The green insulated ground (bond) wire will be spliced together within the outlet box. A green insulated bonding jumper will be provided from the splice to the box body. Attachment to the box body will be provided using a tapped #10-32 x 3/8" screw minimum. A green insulated bonding jumper will be provided from the splice to the receptacle ground screw even with self-grounding receptacles.
- c) Building shall be fitted with integral cast in-ground wire(s) to code, a buried secondary ground rod to code and a lightning rod properly grounded.

**220-16.12.9 Devices and Cover Plates.**

- a) Wall switches – 20A, 120v,/277v, Specify:
  - 1. Hubbell #1221W
  - 2. Bryant #4901W
  - 3. P&S #PT20AC1W
- b) Duplex Receptacles – 15A and 20A, 120v/277v, Specify:
  - 1. Hubbell: #5262W (20A), #5362W (15A)
  - 2. Bryant: #CBRS20W (20A), #CBRS15W (15A)
  - 3. P&S: #CRB5362W (20A), #CRB5262W (15A)
- c) Cover plates shall be nylon, non-breakable.
- d) All devices are to have clamp style/back connections for stranded wire only.
- e) All receptacles and switches on emergency power will be RED.

**220-16.12.10 Hand Dryers.** Install at least one hand dryer in each restroom. Fastaire HD03 thru-wall units or approved equal.

**220-16.12.11 Exit Signs.** Exit signs will be Permex exit sign or approved equal

**220-16.12.12 Emergency Battery Systems.** If required, batteries shall be 10-year full warranty (not to be pro-rated) or independent battery pack (i.e. Dual-light).

**220-16.12.13 Outside Light Fixtures.**

- a) All outside light fixtures will be 18-watt LED by Kenall MS11EL-PP-DB-18L40K-1-DV or equal in a marine grade die-cast aluminum base with integral heat sinks and a die-cast, closed cell EPDM self-adhesive gasket sealing base plate to mounting surface. Lens to be UV stabilized, high impact resistant, virgin injection molded pearlescent polycarbonate. To be wall mounted. Housing to be dark bronze.

- b) Install light fixtures for all outside door openings.
- c) Wall mounted light fixtures will be used for general outside area for security and safety.
- d) Avoid low-voltage fixtures.
- e) Heavy duty mounting will be needed for all outside light fixtures.
- f) All wall mounted fixtures shall be mounted on the building.
- g) All exterior building lighting will have separate circuits from exterior pole lighting.

**220-16.12.14 Interior Light Fixtures.**

- a) All restroom light fixtures will be 18-watt LED by Kenall MS11EL-PP-MW-18L40K-1-DV or equal in a marine grade die-cast aluminum base with integral heat sinks and a die-cast, closed cell EPDM self-adhesive gasket sealing base plate to mounting surface. Lens to be UV stabilized, high impact resistant, virgin injection molded pearlescent polycarbonate. To be wall mounted. Housing to be matte white.
- b) Plumbing Chase light fixtures will be a Cooper SNLED-LD1-50-UNV-L8XX-CD1-U or equal, 48" long 50-watt LED in a one-piece 20-gauge CRS housing with welded ends, UV-stabilized pearlescent polycarbonate lens and a 4000K color temperature. Housing to be matte white. To be controlled by a single pole, 20 amp, toggle switch.

**220-16.12.15 Time Clock.** All time clocks will be Tork 7200ZL or approved equal with astronomic, 40 amp contact.

**220-16.12.16 Lamps.** Provide a spare case of lamps for every type used.

**220-16.12.17 Conduits, Raceways and Boxes.**

- a) All flexible conduits will have a green ground wire. It will only be used for motor connections, fixture tails, or used in existing walls (6 inches or less). Non-metallic or seal-tite will be used in damp locations and machinery rooms.
- b) Conduit run above suspended ceilings will be supported from the building structure independently and will run with sufficient clearance from the ceiling system to permit the tiles to be removed and allow full access to the space above.
- c) Roof top conduits (rigid steel) will be neatly grouped and installed parallel to the building lines. Support conduit on minimum of 2x4 redwood sleepers at a minimum of 5-foot spacing.

- d) Home runs will be a minimum of 3/4-inch conduit. 1/2-inch can be used to supply a single termination.
- e) Junction and switch boxes shall be a minimum of 4-inch square in size and a minimum of 2-5/8" inches deep.

**220-16.12.18 Wires and Conductors.**

- a) All insulation in AWG sizes 10 and below will be impregnated with color according to the following:

<u>480/277 Volts</u>	<u>208/120 Volts</u>
Phase "A" Brown	Black
Phase "B" Orange	Red
Phase "C" Yellow	Blue
Neutral Gray	White
Ground Green	Green

- b) Where color other than black is not an integral part of insulation, use 3M No. 35 tapes in the same color code to identify both ends of conductors No. 8 and larger. Use other colors as required to identify control or other special circuits. Ground conductor will have green insulation for I/O or smaller conductors, green tapes on other colors of insulation are NOT acceptable.

**220-16.12.19 Switchgear and Electrical Panels.**

- a) A single panel board 125 amp, 120/240V, 1-phase, 3-wire, 16-circuit, NEWA type 1. All breakers shall be bolt-on type, minimum 10,000 A.I.C. RMS (Sym) at 120/240 vac.
  1. Supply 10% spare breaker space in all panels and copper buss.
  2. Provide 10% more ampacity for electric panel above calculated load requirements.
  3. Panel will have bolt-on breaker, copper buss, and bull size neutral-ground bar.
  4. Provide on 3/4-inch conduit for each three spares or spaces in all flush mounted power or lighting panel boards. Route conduit to accessible space above the ceiling.
  5. Main switch and all circuit breakers will be supplied with a name plate on or adjacent to each device as specified under "Marking and Name Plates".
  6. Fusible Switches: Switches (heavy duty) with fuses of classes and current ratings indicated. Where current limiting fuses are indicated, provide switches with non-interchangeable feature suitable only for current limiting type fuses. Each fusible disconnect switch will be equipped with a blown fuse indicator module.

**220-16.12.20 Fuses.**

- a) Fuses will be class ARK rejection type.
- b) Fuses serving motor loads will be dual element with a minimum time delay of 10 seconds at 500 percent rating. Fuses will be current limiting time delay type with interrupting capacity of 200,000 ampere RMS symmetrical minimum.
- c) Fuses will be Bussman or Gould Alow peak only.

**SECTION 300 – EARTHWORK**

**300-1.1 General.** ADD the following:

Clearing and grubbing shall include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.

In addition, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in the Specifications:

- a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of legally at a site obtained by the Contractor.
- b) Removal and disposal of pipe, steel posts, and any additional items not specifically mentioned which may be found within the work limits.
- c) Furnishing and applying water.
- d) Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pullboxes, posts.
- e) The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.
- f) Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- g) Clean-up of project upon completion of work.
- h) Provide continuous pedestrian access within the project area, and as directed by the Resident Engineer.

Any asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility.

**300-1.2 Preservation of Property.** ADD the following:

Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

**300-1.3.2 Requirements.** DELETE (a) in its entirety and SUBSTITUTE with the following:

- (a) Bituminous pavement shall be cut and removed in such a manner so as not to tear, bulge or displace adjacent paving by use of sawcutting, rockwheel, jackhammer or milling machine. Wheel type pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 25 mm (1 inch) of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

ADD the following:

- (f) Miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.
- (g) Dust control: The Contractor shall take appropriate action to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.
- (h) Personnel: The Contractor must obtain a traffic control permit when working within the right-of-way. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Resident Engineer prior to beginning any such work.
- (i) Explosives: Use of explosives will not be permitted.

**ADD:  
300-1.3.3**

**Execution.**

- (a) Paving: Remove asphaltic concrete paving to depths as indicated on the plans or as required to allow for new improvements.
- (b) Concrete: Where concrete work is to be removed, saw cut concrete along straight lines to a depth of not less than two inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face.



The remainder of the concrete shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the sawcut shall be made entirely through the concrete.

- (c) **Filling:** Fill holes and other hazardous openings in accordance with Section 300 Earthwork.
- (d) **Title to Materials:** Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident Engineer of the Contractor's demolition and removal procedures, and authorization by the Resident Engineer to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
- (e) **Re-use of materials and equipment:** Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- (f) **Salvaged Materials and Equipment:** Contractor to carefully remove materials and equipment that are designated to be removed on the plans.
- (g) **Debris and Rubbish:** Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.
- (h) **Regulations:** Comply with federal, state and local hauling and disposal regulations.
- (i) **Hazardous Materials -** refer to Section 803 of the Whitebook for procedures when hazardous materials are encountered during excavation.

**300-1.4 Payment.** To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.

**300-2.1 General.** ADD the following:

In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, and other deleterious matter.

**300-2.9 Payment.** DELETE in its entirety and SUBSTITUTE with the following:

Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed.

Payment for Unclassified Excavation shall be included in the lump sum price for the construction of the Torrey Meadows Neighborhood Park facilities and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

**ADD:  
301-2.5**

**Class II Aggregate Base**

Aggregate Base, when specified, shall conform to Section 200-2.2 and the following specifications. Class II Aggregate Base shall be free from deleterious matter and of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. The coarse material (material retained on a No. 4 sieve) shall consist of material of which at least 25% by weight shall be crushed particles as per California Test 205.

The percentage composition by weight of aggregate base shall conform to the following grading when determined by Test Method California 202, modified by Test Method California 905 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between blends of different aggregates.

<u>SIEVE SIZES</u>	<u>PERCENTAGE PASSING.</u>
1 ½"	100%
¾"	90-100%
3/8"	50-80%
No. 4	35-55%
No. 30	10-30%
No. 200	2-9%

The aggregate base shall also conform to the following quality requirements:

<u>TEST</u>	<u>REQUIREMENTS</u>
Resistance (R-Value),	CA 301 78 Min.*
Sand Equivalent,	CA 217 28 Min.
Durability Index,	CA 229 -3S Min.**

\*The R-Value requirement may be waived provided the individual test result of the aggregate base conforms to the specified grading and durability and has a sand equivalent of 55 or more, except that the R-Value requirement will not be waived for aggregates which have been treated with lime, cement, or other chemical material.

**\*\*The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index Test is performed.**

Placement shall conform to Section 301 of the Standard Specifications.

Payment for Class II Aggregate Base shall be at the contract unit price per cubic yard and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified in the Standard Specifications, these Special Provisions and as directed by the City Engineer.

Areas to receive Class II Aggregate Base as structural section required for the project including Concrete Paving, Decomposed Granite, Play Area Sub-Slab paving, etc. shall be included in the contract unit prices for each respective bid item listed in the bid schedule.

### **SECTION 302 – ROADWAY SURFACING**

**302-3 PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3 PREPARATORY REPAIR WORK.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”

5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
  - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

### **302-3.1 Asphalt Patching.**

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.

2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-IH.
9. Base repairs shall not exceed 20% RAP in content.

### 302-3.2

#### Payment.

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

4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

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

**302-5.2.1 Measurement and Payment.** To the City Supplement, item c), ADD the following:

Imported Subgrade material shall be paid per bid item "Imported Backfill".

### **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

**303-5.1.1 General.** ADD the following:

Precast Concrete Park Sign shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Payment for Precast Concrete Park Sign shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to provide and install Precast Concrete Park Sign, including but not limited to base materials, footings, reinforcing, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

**303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

**303-5.1.1 General.** ADD the following:

This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:

**4" Concrete Sub-Slab In Play Areas.** Payment for 4" Concrete Sub-Slab shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to construct new 4" Concrete Sub-Slab (560-B-3250 over Class II aggregate base), including but not limited to: grading, base materials, compaction, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

**Concrete Paving – Standard Concrete.** Concrete Paving: Place, float, apply light broom finish, and edge concrete within the area of pour. Install hand-tooled joints at locations indicated on the plans. Install expansion joints as indicated on the drawings. Grid tooling finish shall match approved paving sample finish submitted for approval by City Engineer a minimum of 48 hours prior to pour. Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-B-3250 over compacted Class II aggregate base.

Payment for Concrete Paving shall be included the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new sidewalk, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

**Colored Concrete Paving.** Colored Concrete Paving: Place, float, apply light broom finish, and edge concrete within the area of pour. Install hand-tooled joints at locations indicated on the plans. Install expansion joints as indicated on the drawings. Grid tooling finish shall match approved paving sample finish submitted for approval by City Engineer a minimum of 48 hours prior to pour. Colored Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-B-3250.

Payment for Concrete Paving shall be included the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new sidewalk, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

**6" Wide Concrete Curb.** 6" Concrete curb shall be constructed as indicated on the plans and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 520-C-2500 on native compacted material.

Payment for 6" Curb shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new 6" Curb, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

**Type 'B' Concrete ADA Ramp.** Payment for Type B ADA ramps shall be included in the total lump sum project price and shall include all items of work necessary to construct the ramp, including but not limited to grading, forming, installing, finishing, repairing asphalt and concrete paving, etc. complete and in place. No additional compensation for this work will be allowed.

**303-5.5.3 Walk.** first paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent perpendicular to the edge of paving.

Following placing, the concrete shall be screeded to the required grade, tamped to consolidate the concrete and to bring a thin layer of mortar to the surface, and floated to a smooth, flat, uniform surface. The concrete shall then be edged at all headers, given a preliminary troweling and provided with weakened plane joints.

Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/4 inch. Edges at expansion joints shall be rounded to a radius of 1/8 inch. Preliminary troweling may be done with a longhandled trowel or "Fresno", but the finish troweling, shall be done with a hand trowel. After final troweling, walk on grades of less than 6 percent shall be given a fine-hair-broom finish applied transversely to the centerline. On grades exceeding 6 percent, walk shall be finished by hand with a wood float. Walk shall be remarked as necessary after final finish, to assure neat uniform edges, joints, and score lines.

Scoring lines, where required, shall have a minimum depth of 1/4 inch and a radius of 1/8 inch. When longitudinal scoring lines are required, they shall be parallel to, or concentric with, the lines of the work. Walks 20 feet or more in width shall have a longitudinal center scoring line. In walk returns, one scoring line shall be made radially midway between the BCR and ECR. When directed by the Resident Engineer, longitudinal and transverse scoring lines shall match the adjacent walk. The Contractor shall have sufficient metal bars, straightedges, and joint tools on the project.

Headers shall remain in place for at least 16 hours after completion of the walk but must be removed before the Work is accepted.

If the continuous sidewalk length equals a block or more, the name of the contractor, together with the year in which the improvements are constructed, shall be stamped therein to a depth of 1/4 inch in letters not less than 3/4 inch high, at a location determined by the Engineer. After final troweling all walk surfaces shall receive a uniform medium broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

**303-5.9 Measurement And Payment.** ADD the following:

Payment for all concrete sidewalks, concrete paving, curbs & gutters, 12" wide concrete curbs, 16" wide concrete curbs, flush curbing, pedestrian ramps, play area sub-slab paving and cast in place walls and footings shall be included in the total lump sum project price and shall include the complete structural section, reinforcing, subgrade preparation, compaction, formwork, and all specified finishes, admixtures, sealants, etc. and no additional compensation will be allowed therefore.

**303-7 COLORED CONCRETE.**

**303-7.1 General.** First sentence, DELETE Method A. ADD the following:

Provide a minimum 4'x4' sample panel, on-site, of each of the colors and finishes to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect a minimum of one week prior to construction of the colored concrete work. The approved samples shall remain on-site and shall serve as a basis of comparison for all colored concrete work.



**ADD:**  
303-9

**CONCRETE MOW CURBS.**

303-9.1

**Concrete Mow Curb Installation.** Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-2500, cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be medium broom finish with trowelled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

**SECTION 304 - METAL FABRICATION AND CONSTRUCTION**

304-3

**CHAIN LINK FENCE.**

304-3.4

**Measurement and Payment.** DELETE in its entirety and SUBSTITUTE with the following:

Chain link fence will be measured parallel to the ground slope along the line of the completed fence, deducting the widths of gates and openings. Gates will be measured by the size of each gate.

Delete second paragraph in its entirety and Substitute with the following:

Payment for Fences and Gates as required by the plans shall be included in the Contract Lump Sum price, shall be included in the lump sum project cost and shall include full compensation for furnishing the gates together with all necessary fittings and hardware, and doing all the work involved in installing the gate, complete and in place.

Delete third paragraph in its entirety and Substitute with the following:

Full compensation for clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating and furnishing and placing concrete footings connecting new fences to structures and existing fence as shown on Plans, signs mounted on fence, and any other related work shall be considered as included in the Contract lump sum price and no additional compensation will be made therefore.

**SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

**ADD:**

308-2.3.1.1

**Weed Eradication.**

Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

The Contractor's labor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

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

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and herbicide applicator's license. Herbicide use shall be approved by the Resident Engineer prior to application. Rodeo herbicide, or approved equal shall be used in or near areas of standing water or streams since it is non-toxic to aquatic organisms and should be applied only by a licensed pest control applicator in accordance with the manufacturer's instructions.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitnesis*), cocklebur (*Xanthium* sp.), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc. ) within the project area. All weedy species should be cleared approximately two weeks following herbicide application.

The Resident Engineer shall inspect the site prior to planting and during revegetation. The planting of hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the Resident Engineer. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.

Weed eradication for shrub areas and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

**308-2.3.2**

**Fertilizing and Conditioning Procedures.** Paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

The planting areas shall be ripped to a depth of 15" and brought to finish grade before spreading the fertilizer and soil conditioning materials specified.

Paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:

Soil amendment materials shall be uniformly spread at the prescribed rate. All hardscape shall be dry at time of application. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

ADD the following:

Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Resident Engineer. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received by Resident Engineer thirty (30) days prior to amending or soil and ordering amendments.

Based on the soils test results, the quantity or type of amendments may be modified by the Resident Engineer within 14 days of receipt of analysis.

Grub and clean all planting areas, removing all weeds, debris, and rocks from the site. All planting areas, 3:1 or less in steepness, shall be thoroughly tilled and loosened to a depth of fifteen (15) inches by approved method. Do not till near existing trees if roots are encountered.

All areas where existing soils are replaced with imported topsoil shall be backfilled and settled using applications of water to moisten soil and establish a stable finish grade. Areas which subside, and all depressions or irregularities shall be repaired, settled and grade re-established.

After all planting areas meet the finish grades per grading plan, the following rates of soil conditioning and amendment materials (or as modified by the soils report), shall be evenly spread over all planting areas and worked into the soil:

- 1) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs/1,000 sq. Ft.
Iron sulfate	10 lbs/1,000 sq. Ft.
Soil sulphur	10 lbs/1,000 sq. Ft.

After leaching, apply:

10-10-10 fertilizer	25 lbs/1,000 sq. Ft.
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Amendments shall be thoroughly tilled and blended into the existing soil to a depth of ten (10) inches by approved methods.

**Note:** Soil amendments, as specified, are for bidding purposes only. Actual types and quantities may be altered based on soil analysis (provided by Contractor) after rough grading.

- 2) In addition, after amending soil as described above, all lawn and shrub planting areas shall be sprayed with "Sarvon" at the rate of 6 gallons/acre (or 1 qt./2,000 sq. ft.) immediately prior to leaching.

**Deep Water Leaching:**

- 1) After complete installation and testing of the irrigation system and tilling soil amendments, all on-grade areas shall be deep water leached, compacted and settled by repeated application of irrigation water until the soil has received a minimum of 12" of water, and has been thoroughly moistened to a depth of 24".
- 2) After leaching operation, 4 soil samples shall be taken by Contractor per Resident Engineer's direction and given to the soil laboratory for testing. Soil test shall meet the following requirements:

EC - Maximum 3.00

pH - Maximum 7.50

Minimum 6.0

**Post Planting Fertilizer:**

The Contractor shall apply post-plant 14-7-3 fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq.ft., sixty (60) days after planting and once again at the end of the plant establishment maintenance period.

**308-2.5 Bioretention Soil Media.** Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6" to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

**308-2.5.1 Spreading.** Imported BSM drainage material shall be delivered to the BMP system installation site as uniform mixtures and each layer shall be spread in one operation. Segregation within each aggregate layer shall be avoided and the layers shall be free from pockets of coarse or fine material.

Aggregate shall be deposited on underlying layers at a uniform quantity per linear foot (meter), which quantity will provide the required compacted thickness within the tolerances specified herein without resorting to spotting, picking up, or otherwise shifting the aggregate material.

The thickness of the aggregate storage layer (AASHTO No. 57) will depend on site specific design and shall be detailed in contract documents.

The bottom layer of the filter course (ASTM No.8) shall be installed to a thickness of 3 inches (75 mm). The layer shall be spread in one layer. The top layer of the filter course (ASTM C33) shall be installed to a thickness of 3 inches (75 mm). The layer shall be spread in one layer. Marker stakes should be used to ensure uniform lift thickness.

**308-2.5.2 Compacting.** Filter course material and aggregate storage material shall be lightly compacted to approximately 80% standard proctor without the use of vibratory compaction.

**308-4.1 General.** ADD the following:

The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer and his decision shall be final. The Contractor shall obtain approval from the Resident Engineer of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Percolation Test: Prior to installing plants, Contractor shall perform a minimum of three percolation tests in representative areas of the site to verify acceptable natural drainage for planting pits. Tests shall be performed as follows:

- 1) Dig a pit 2'x 2' x 2' deep.
- 2) Fill with water to top and cover with plywood and barricade to protect pedestrians.

- 3) Make daily observations noting the depth of water each day.
- 4) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will make a determination of whether additional drainage measures will be required for boxed size tree plantings.

No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

The Contractor shall arrange with 48 hours advance notice to have the Resident Engineer visit the nursery and inspect the Contractor's selected trees prior to delivery to the site. This may prevent extra shipping expenses to the Contractor for trees delivered to the site, but subsequently rejected by the Resident Engineer. This does not preclude the Resident Engineer from rejecting any trees delivered to the site which, upon inspection at the site, do not meet the criteria for acceptance as previously outlined.

After approval and transportation, and upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with Section 212-1.4.1.

**308-4.2 Protection and Storage.** To the City Supplement, ADD the following:

The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant materials. Any plants determined by the Resident Engineer to be wilted, broken, or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants shall be handled by their containers. Any plant that has been handled by its trunk or stem shall be rejected. All rejected plants shall be removed from the site immediately.

**308-4.6.2 Method B Tree Staking.** DELETE in its entirety and SUBSTITUTE with the following:

All 15 gallon, 24" box and 36" box size trees shall be double staked. Refer to section 212-1.5.3 of these Special Provisions for approved staking materials and guying materials.

The trees shall be staked with the type and length of stake specified on the plans or in the special provisions. One stake shall be placed 450 mm (18 inches) from each side of the tree trunk, unless directed otherwise by the Resident Engineer. Ties shall be made of 25 mm (1-in) or wider flexible plastic ribbon material having a minimum tensile strength of 2.2 kN (500 pounds). Four ties shall be used; two at 50 mm (2 in) from the top of each stake and two at 0.6 m (2 ft.) above the ground. Ties shall be

loops secured to the stake on one end and shall be long enough to provide for 75 mm (3 in.) of slack to permit the tree trunk limited movement in any direction.

Payment for tree staking shall be included in the lump sum price for construction of the park and no additional compensation will be allowed therefore.

**308-4.6.3 Guying.** DELETE in its entirety and SUBSTITUTE with the following:

All boxed trees over 36" box shall be guyed. Guying shall be done immediately after planting. Three guys per plant shall be installed in accordance with the following:

- 1) Each guy shall be secured to the appropriate main branch by a twisted loop of No. 12 BWG galvanized iron wire housed in garden hose.
- 2) Each guy shall be anchored to a driven stake located at a horizontal distance from the tree equal to the vertical distance from ground to the connection of guy wire on the tree branch.
- 3) Each guy shall be covered with highly visible garden hose or plastic tubing to a height of 1.8 m (6 feet) above grade.
- 4) Slack in each guy shall be removed by hand so as not to bend or twist the plant.

**308-4.7 Ground Cover and Vine Planting.** Paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:

Soil shall be moist within the total root zone of the material being planted.

**308-4.8.3 Sod.** Second paragraph, second sentence, change the word "conditioning" to "preparation".

ADD the following:

Preparation of soil: After conditioning of soil, area to be planted with lawn sod shall be raked, floated and rolled to finish grade; smooth and even, free of rocks and clods, and reasonable well firmed. Prior to planting, the surface of the area shall be sufficiently loose, moist, and friable to receive the sod.

Sodding: Sub-soil finish grade shall be sufficiently below final grade to allow for the thickness of the sod. Sod slabs shall be laid promptly after delivery to job site. In hot, dry, or windy weather, stacked sod at job site shall be lightly sprinkled with water to prevent slab edges from drying excessively. Sod slab ends and sides must be butted together for a close fit and in a staggered pattern without overlapping, parallel to lay of land.

**308-4.7 Ground Cover and Vine Planting.** Paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:

Soil shall be moist within the total root zone of the material being planted.

**308-4.8.3 Sod.** Second paragraph, second sentence, change the word "conditioning" to "preparation".

ADD the following:

**Preparation of soil:** After conditioning of soil, area to be planted with lawn sod shall be raked, floated and rolled to finish grade; smooth and even, free of rocks and clods, and reasonable well firmed. Prior to planting, the surface of the area shall be sufficiently loose, moist, and friable to receive the sod.

**Sodding:** Sub-soil finish grade shall be sufficiently below final grade to allow for the thickness of the sod. Sod slabs shall be laid promptly after delivery to job site. In hot, dry, or windy weather, stacked sod at job site shall be lightly sprinkled with water to prevent slab edges from drying excessively. Sod slab ends and sides must be butted together for a close fit and in a staggered pattern without overlapping, parallel to lay of land.

**Initial Watering:** Immediately following planting, sod shall be thoroughly watered and kept sufficiently moist until the sod has rooted.

**Final Compaction:** Fully germinated and rooted lawn areas shall be allowed to dry sufficiently to permit rolling with a two hundred to three hundred pound water weighted roller to compact the soil around grass and roots and to provide a firm, smooth mowing surface.

**Filling:** Following compaction and irrigation settlement, all depressed areas shall be filled with screened conditioned top soil and re-sodded.

**Protection:** The lawn areas shall be protected against foot traffic and other use. Damaged areas shall be repaired immediately.

**Finishing:** After planting operations are completed, the top surface of the lawn areas shall be left smooth and visually even, with no ridges, rises or depressions.

**ADD:  
308-4.8.5**

**Measurement and Payment.**

Lawn Sod shall be measured by the square foot. Payment for Lawn Sod shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in installing lawn sod, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

**ADD:  
308-4.10**

**Mulch.**

Install mulch in a minimum 3" depth layer in areas indicated on plans. Depth shall be uniform. Taper the mulch to the crown of plant trunks, and keep mulch free of the area within 2" of trunk of plant.

Bark Mulch shall be measured by the square foot. The contract unit price paid for mulch shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals



necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

**308-5.1 General.** To the City Supplement, ADD the following:

Contractor shall check and verify the water pressure at P.O.C. prior to beginning of work. Notify Resident Engineer of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks or in the street. Except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed, pressure tested, and the coverage test approved prior to plant installation.

**308-5.2.1 General.** DELETE first and second paragraphs and ADD the following:

Trenches through paved areas shall be resurfaced in accordance with 306-1.5.

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the Resident Engineer deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings SDW-151, sized as for 4" pipe.

Contractor shall install sleeves and chases where any waterline or controller wire passes under paving. Sleeves and chases shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the chase or sleeve. The chases shall be a minimum 15" deep for electrical and the sleeves 21" below grade for water. Sleeves and chases shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline, to be installed in sleeve.

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. (See Section 212-3.2.2.3 for material.)

Avoid installing pipe through proposed tree locations to avoid conflict with root ball.

**308-5.2.4 Copper Pipeline.** First Paragraph, ADD the following:

Copper pipe shall be cut square and all burrs and fins removed.

Second paragraph, change 50 – 50 to 40 – 60.

**308-5.3 Installation Of Valves, Valve Boxes, And Special Equipment.** Sixth paragraph, ADD the following:

The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust. The Contractor shall paint the identification number of the valve and the controller clock on the cover of the valve box. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three inch (3") clearance from the lid. All wires in pull boxes shall be loose and shall not come within three inches 75 mm (3 inches) from lid. Boxes shall be sized accordingly to accommodate this requirement.

Last paragraph, ADD the following:

Backflow preventers shall be installed as specified on the contract documents.

**308-5.4.1 General.** ADD the following:

Plans are diagrammatic and approximate. Precise location of heads / bubblers shall be field adjusted to meet minor variations in the plan.

**308-5.5 Automatic Control System Installation.** Third paragraph, second sentence, DELETE in its entirety and SUBSTITUTE with the following:

When the valve is to be housed in a valve box, it shall be installed with at least a 100 mm (4-inch) minimum to a 150 mm (6-inch) maximum clearance below the cover.

Third paragraph, ADD the following:

Valve boxes shall be set to finish grade on an unmortared brick foundation.

Seventh paragraph, ADD the following:

Controllers, 12 volt conductors and valve actuators shall be installed in conformance with the controller manufacturer's instructions.

Eighth paragraph, ADD the following:

Control wiring or hydraulic control tubing shall be housed in conduit between the controller and a point at least one foot outside the limits of the controller foundation, or the structure foundation and where the controller is housed. All other wiring and hydraulic control tubing issuing from the conduit shall be direct burial installed in main or lateral water line trenches wherever practicable. The wiring or tubing shall be installed in the lower corner of the irrigation pipeline trench. Sufficient slack shall be left in the wiring or tubing to provide for expansion and contraction. When the control wiring or tubing cannot be installed in a pipe trench, it shall be installed a minimum of 18 inches below finish grade.

**308-5.6.1 General.** First paragraph, after second sentence, ADD the following:

Flush all pipes clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

**308-5.6.2 Pipeline Pressure Test.** ADD the following:

Mains larger than 2 inches, asbestos cement mains and mains employing socket and spigot gasket joints shall be tested in accordance with section 306-1.4. If leaks develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by Resident Engineer prior to backfilling trenches.

**ADD:**

**308-5.12 Operation and Maintenance Manuals.**

Prepare and deliver to the Resident Engineer within ten calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:

Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

In addition to the above mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

Payment for operation and maintenance manuals shall be included in the lump sum price for construction of the park, and no additional compensation shall be allowed.

**ADD:**

**308-5.13 Extra Equipment.**

Contractor shall provide to the Resident Engineer:

Three (3) keys for opening and locking each automatic controller enclosure.

Two (2) globe valve keys with a minimum four (4) foot long handle.

Five (5) sprinkler heads with nozzles, screens and flexible swing joints of each type used on the project.

Five (5) quick coupler keys with swivel hose ells to match quick coupler valves used on the project.

Payment for extra equipment shall be included in the lump sum price for construction of the park, and no additional payment will be allowed.

**ADD:  
308-5.14**

**Payment For Irrigation System.**

The contract price paid for Irrigation System shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved, including sprinklers, pipe, valves, backflow preventer inspections, valve boxes, controllers, trenching, backfilling, wiring, quick coupler valves, gate valves, mainline, inspections and coordination, and all other components to provide a complete and operable irrigation system, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

**308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7 PAYMENT.** ADD the following:

1. Work related to tree maintenance shall be included in the Bid items as follows:
  - Tree Trimming (EA)
  - Root Pruning (EA)
  - Root Barrier (EA)
2. Third party independent laboratory tests shall be paid for by you.
3. Quantities of graded aggregate choker material and open-graded aggregate storage material will be measured as shown in the Bid. The volumetric quantities of graded aggregate choker stone material and open-graded storage material shall be those placed within the limits of the dimensions shown on the Plans.
  - a) The weight of material to be paid for will be determined by deducting (from the weight of material delivered to the Work) the weight of water in the material (at the time of weighing) in excess of 1% more than the optimum moisture content. No payment will be made for the weight of water deducted.

**308-8 PAYMENT.** To the City Supplement, DELETE in its entirety.

**SECTION 310 - PAINTING.**

**ADD:  
310-6 ANTI-GRAFFITI COATING.**

**310-6.1 Items to receive anti-graffiti coating.**

Apply graffiti coating to surfaces as specified, including, but not limited to the following:

Exposed portions of walls

Precast concrete site furnishings

Boulders (Additive Alternate)

Entry Monument and adjacent wall

**310-6.2 Quality Assurance.**

- A. **Mock-Up or Test Panels:** Before full-scale application, test products to be used on a mock-up or test panel.
1. Review manufacturer's product data sheets to determine suitability of each product for each surface.
  2. Apply products using manufacturer-approved application methods, determining actual requirements for surface preparation, coverage rate, number of coats, and application procedures.
  3. After 48 hours, review effectiveness of protection, compatibility with substrates, and ability to achieve desired results.
  4. Obtain approval by Resident Engineer of workmanship, color, and texture before proceeding with work.
  5. **Test Panels:** Inconspicuous sections of actual construction.
    - a. Location and number as selected by Resident Engineer
    - b. Size: 2 feet by 2 feet
    - c. Repair unacceptable work to the satisfaction of the Resident Engineer.
- B. **Pre-Installation Meetings:**
1. Before Application Installer and Manufacturer's Representative shall inspect surfaces to be treated, noting in writing to the Resident Engineer deficiencies or flaws in the substrate construction which would affect the performance or appearance of the coating.
  2. Beginning of Application: Manufacturer's Representative shall assure utilization of proper equipment verify material quantities, and supervise material application techniques.
  3. Installer shall comply with recommendations and instructions set forth by manufacturer as part of manufacturer's service in addition to complying with the terms of the warranty.
  4. Do not proceed with material application until all deficiencies noted in pre-application inspection report have been corrected.
  5. Notify manufacturer no less than 72 hours before starting application.

**310-6.3 Delivery, Storage and Handling.**

- A. Deliver materials in original sealed containers clearly marked with manufacturer's name, type of material, and batch number.
- B. Inspect the materials upon delivery to assure that specified products have been received.
- C. Store materials where temperatures are not less than 45 degree F.
- D. Use all means necessary to protect material before, during, and after installation, and to protect work of other trades.

**310-6.4 Environmental Requirements.**

- A. All materials shall comply with current Federal and State environmental requirements.

**310-6.5 Examination.**

- A. Verify that surfaces to be coated are in proper condition.
  - 1. New substrates: Cured 30 days before application.
  - 2. Cured substrates: Allowed to dry three to seven days following rainfall before application.
  - 3. Substrate moisture content no higher than 15 percent as registered on an electronic moisture meter.
- B. Do not apply to surfaces below 45 degrees F or above 90 degrees F. Do not apply in the direct sun.
- C. Where freezing conditions have existed before application, allow adequate time for building to thaw.
- D. Do not begin until mock-up/test panels have been approved by Resident Engineer.

**310-6.6 Preparation.**

- A. Remove dirt, dust, oil, grease, and other contaminants that would interfere with penetration or performance of products; where cleaners are required, use products recommended by manufacturer; rinse thoroughly and allow surface to dry completely.
- B. Surfaces shall be structurally sound, dry, clean and free of dust, dirt, grime, oil, scale, rust, silicones, curing compounds, alkali, add residues, etc.
- C. Prevent overspray, wind drift and splash onto surfaces not to be treated.

- D. Protect windows and work of other trades against damage by coatings whether to be coated or not.
- E. Protect plant life against damage from coatings.
- F. All surfaces shall have cured for a minimum of 28 days and shall be clean, free of dust, and dry prior to applying the specified protective coating.

**310-6.7 Application.**

- A. Apply materials in strict accordance with manufacturer's recommendations and when substrate surface temperature is above 45 degrees F.
  - 1. Follow instructions in manufacturer's current technical data sheet for general information and coverage rates.
- B. Mix materials in strict accordance with manufacturer's instructions; do not dilute unless permitted by manufacturer.
- C. Spray apply coatings using high-volume, low-pressure spray equipment. Pressure not to exceed 60 psi. Hudson or garden-type sprayer can be used for small applications.
- D. Clean all drips, runs, and overspray residue while still wet.
- E. Allow coating to dry and become clear before applying subsequent coats. Achieve a uniform pinhole free, continuous film.
- F. During process of work, remove discarded coating materials, rubbish, cans, and rags at end of each workday.
- G. Finished surface shall be smooth even and uniform.

**310-6.8 Field Quality Control.**

- A. Provide the services of the manufacturer's authorized field representative to verify that installed products comply with manufacturer's requirements and with the standard established by the approved mock-up/test panels.

**310-6.9 Adjusting, Cleaning and Protection.**

- A. At completion of work, remove protective coverings.
- B. f surfaces that should have been protected from damage by this work have been damaged; clean, repair or replace to the satisfaction of the Resident Engineer.
- C. Repair or replace damaged treated surfaces.
- D. Protect completed work from damage during construction.

**310-6.10 Graffiti Removal.**

Graffiti removal shall be accomplished by spraying graffiti cleaner on graffiti, agitate with a stiff nylon brush allowing solvent to dissolve the graffiti. Flush with water to remove residue. Repeat if necessary until all traces of graffiti are removed. Do not allow citrus cleaner to dry on the surface. Do not abrade the surface.

**310-6.11 Payment.**

The contract cost for anti-graffiti coating including all labor, materials, equipment and incidentals shall be included in the contract price.

**ADD:  
310-7**

**BASKETBALL COURT COATING AND STRIPING.**

The finish of the basketball court medium broom finish concrete shall be clean and prepared to receive the specified coating per the manufacturer's directions. Apply colors in the areas designated on plans. Apply 2 coats of the background colors (terra cotta and green). Apply a 2-coat thickness per the manufacturer's instruction for high resistance to wear. Barricade area and allow coatings to dry as recommended. Striping shall be 2" wide white stripes neatly and cleanly applied true to curves and lines. Coatings shall be completely dry before using court.

**ADD:  
315**

**SITE FURNISHINGS INSTALLATION.**

**315-1**

**GENERAL INSTALLATION REQUIREMENTS.**

Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete surfaces or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Tamper-resistant epoxies or connectors shall be used to prevent theft.

See construction plans and details for location and layout. See section 218 of these Special Provisions for model numbers of furnishings.

Apply anti-graffiti coating as required prior to installation on site, and after the appropriate curing time for all materials to avoid discoloration.

Clean-up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit.

**315-2**

**BENCH W/BACK AND BENCH W/O BACK.**

**315-2.1**

**Installation.** Benches shall be located where shown on the plans. Install benches in accordance with manufacturer's instructions and recommendations. Install benches



accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Benches shall be affixed to the concrete paving with epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the benches from damage throughout construction work.

**315-2.2 Measurement and Payment.** Payment for 'benches' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

**315-3 TRASH RECEPTACLE AND HOT COAL DISPOSAL CONTAINER.**

**315-3.1 Installation.** Trash receptacles and hot coal disposal containers shall be located where shown on the plans. Install trash receptacles and hot coal disposal containers in accordance with manufacturer's instructions and recommendations. Install trash receptacles and hot coal disposal containers accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Trash receptacles and hot coal disposal containers shall be affixed to the concrete paving with epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work.

Protect the trash receptacles and hot coal disposal containers from damage throughout construction work.

**315-3.2 Measurement and Payment.** Payment for 'trash receptacles' and "hot coal disposal containers" shall be included in the lump sum project cost shall include full compensation for furnishing all stainless steel fasteners, expansion shields, adhesive, labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

**315-4 BARBEQUE AND FOOD PREP COUNTER.**

**315-4.1 Installation.** Barbeques shall be located as shown on the plans. Install barbeques in accordance with manufacturer's instructions and recommendations. Install barbeques accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the barbeques from damage throughout construction work.

**315-4.2 Measurement and Payment.** Payment for 'barbeques' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material including concrete footings, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

**315-5 PET WASTE STATION.**

**315-5.1 Installation.** Pet waste station shall be located as shown on the plans. Install pet waste station in accordance with manufacturer's instructions and recommendations. Install pet waste stations accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the pet waste stations from damage throughout construction work.

**315-5.2 Measurement and Payment.** Payment for 'pet waste stations' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material including concrete footings, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

**315-6 BIKE RACK.**

**315-6.1 Installation.** Bike racks shall be located where shown on the plans. Install bike racks in accordance with manufacturer's instructions and recommendations. Install bike racks accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Install per construction detail.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the bike racks from damage throughout construction work.

**315-6.2 Measurement and Payment.** Payment for 'bike racks' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

**315-7 REMOVABLE BOLLARDS.**

**315-7.1 Installation.** Bollards shall be located where shown on the plans. Install bollards in accordance with manufacturer's instructions and recommendations. Install bollards plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install bollards / sleeves within thickened concrete paving areas at a minimum of 10" depth and coordinate locations of grout pockets per bollard manufacturer template. Coordinate installation of bollards with Concrete Sidewalk Contractor and/or installers of adjacent materials. Protect bollards during construction of paving work by covering with plastic or other protection.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work. Protect the bollards from damage throughout construction work.

**315-7.2 Measurement and Payment.** Bollards shall be measured for payment by the unit. Payment for bollards shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the bollard, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-8 PICNIC TABLE - ACCESSIBLE.**

Accessible picnic tables shall be furnished and installed at locations shown on the Contract Drawings. Picnic tables shall be made of recycled materials, and manufactured in the USA. Accessible picnic tables shall be located where shown on the plans. Accessible picnic tables shall have a maximum slope of 1.5%. Install precast concrete picnic tables in accordance with manufacturer's instructions and recommendations. Install accessible picnic tables accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete tables shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing game table on top of epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the tables from damage throughout construction work.

**315-8.1 Measurement and Payment.** The contract lump sum price for construction of the park shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each specified type and no additional compensation will be made therefore.

**315-9 PICNIC TABLES (RECTANGULAR AND ROUND).**

Picnic tables shall be furnished and installed at locations shown on the Contract Drawings. Picnic tables shall be made of recycled materials, and manufactured in the USA. Picnic tables shall be located where shown on the plans. Install precast concrete picnic tables in accordance with manufacturer's instructions and recommendations. Install precast concrete tables accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete tables shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing game table on top of epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the tables from damage throughout construction work.

**315-9.1 Measurement and Payment.** The contract lump sum price for construction of the park shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each specified type and no additional compensation will be made therefore.

**315-10 BASKETBALL GOAL.**

Basketball goals shall be located where shown on the plans. Install basketball goals in accordance with manufacturer's instructions and recommendations. Install basketball goals plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install basketball goals using direct burial mounting with footing size as recommended by manufacturer using minimum 530-C-2500 concrete. Coordinate installation of basketball goals. Protect basketball goals during construction of paving work by covering with plastic or other protection.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work. Protect the basketball goals from damage throughout construction work.

**315-10.2 Measurement and Payment.** Basketball goals shall be measured for payment by the unit. Payment for basketball goals shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the basketball goals, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-12 BOULDERS.**

Install per plans and details and as directed. Each boulder is to be selected for the purpose it serves at each location, and set and adjusted per the resident engineer for best appearance and function. Avoid creating a foot or arm entrapment area in the spaces between rocks. Treat all exposed boulders with Anti Graffiti Coating per section 210-6.

**315-12.2 Measurement and Payment.** Boulders shall be measured for payment by the unit. Payment for basketball goals shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the boulders, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-13 COBBLE.**

Install cobble directly over minimum 90% compacted subgrade. Weed barrier is not required since native plants shall be allowed to grow in the cobble. Cobblestones shall not be removed from the existing creek bottom

**315-13.2 Measurement and Payment.** Cobble shall be measured for payment by the unit. Payment for cobble shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the cobble, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-14 ENTRY MONUMENT.**

Entry monument shall be a monolithic cast-in place concrete wall made up of two pieces. Finished entry monument shall have an attractive appearance with neat, workmanlike formwork, concrete finishing true to line and plane. Edges shall be even and smooth. If finish is not smooth and uniform, it shall be given a light sandblast

finish to cover imperfections. Treat all exposed concrete with Anti Graffiti Coating per section 210-6.

**315-14.2 Measurement and Payment.** Entry monument shall be measured for payment by the unit. Payment for entry monument shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the entry monument, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-15 SIGNS.**

Install signs in conformance with the City of San Diego standards for signs. California Park Bond Act Sign shall be provided by the City for installation by Contractor on two 2" diameter galvanized steel posts with min. 2 cubic foot concrete footings. Signs shall be upright, stable, and shall be thoroughly cleaned after installation.

**315-15.2 Measurement and Payment.** Signs shall be measured for payment by the unit. Payment for signs shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the signs, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-16 DIRECTIONAL SIGNS.**

Contractor shall provide and install directional signs indicating accessible routes in conformance with the City of San Diego Standards at time of installation. Sign to be mounted on 2" diameter galvanized steel posts per City of San Diego sign mounting standards (SDRSD M-45).

**315-16.2 Measurement and Payment.** Directional signs shall be measured for payment by the unit. Payment for directional signs shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the directional signs, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-17 DRINKING FOUNTAIN.**

**315-17.1 Installation.** Provide and install drinking fountain as shown on the drawings, and as specified in this section.

The Contractor shall submit the manufacturer's product data (including finish data) and installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all materials to prevent damage and deterioration.

Do not install drinking fountain before completion of final grading, and concrete paving.

Examine sub-grades, finished surfaces, and installation conditions. Do not start drinking fountain work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing drinking fountain.

Locate and layout drinking fountain, boxes and sump and obtain Engineer's acceptance of layout prior to installation.

Install drinking fountain per manufacturer's specifications and/or recommendations and comply with all local plumbing codes. Attach securely to grade as recommended by the manufacturer, using vandal resistant stainless steel anchor bolts appropriate for the installation. Installation shall be secure and stable.

Drinking fountain shall be set in place as indicated on the plans and as approved by the Engineer. Legs shall be fabricated, cut or ground to fit grade to provide a level installation at the specified height. Installed drinking fountain shall be true and square to paving design, installed level and shall not wobble.

Locate and connect to potable water source including trenching and waterline. Check for leaks.

Sump installation shall include the excavation and placement of crush rock materials wrapped in filter fabric to the dimensions as indicated on the SDM-107 detail. Layout of sump shall be provided with positive drainage away from the drinking fountain location. A consistent cover shall be provided over the perforated pipe and crushed rock layer.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work.

Protect drinking fountain from damage during construction.

**315-17.2 Measurement and Payment.** Drinking Fountain shall be measured for payment by the unit. Payment for Drinking Fountain shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, attachment to surface, plumbing, water connection, shut-off, drain sump and incidentals, and for doing all the work involved in providing the Drinking Fountain, complete in place, as shown on the Plans and as specified in these Special Provisions.

**315-18 PREFABRICATED RESTROOM BUILDING.**

**315-18.1 General.** Provide and install prefabricated restroom building as shown on the drawings, and as specified in this section. Installation shall be complete and inclusive of all materials, labor and other items required to assemble and attach the structure to the concrete slab. All portions of the interior of the structure shall be water tight and free of leaks. Provide all openings with a vandal resistant locking mechanism and locks.

**315-18.2 Submittals.** The Contractor shall submit the manufacturer's product data (including finish data) and installation specifications and other data required to demonstrate compliance with the specified item. All electrical submittals shall be reviewed by the City's Facilities Division. All comments will be in writing within ten days. Provide specified improvements or 'or equal' items for light fixtures, switches, receptacles and all other electrical equipment.

**315-18.3 Inspections.** Contractor shall schedule a Final Walk Thru with the City of San Diego to review all improvements as installed and to develop a punch list for any outstanding items that need to be addressed prior to final acceptance of the installed improvements.

**315-18.4 Manuals and Documentation**

- a) The Contractor will furnish operation and maintenance manuals for each electrical system and each piece of equipment. The complete manual, bound in hardback binders, or an approved equivalent will be provided to the Resident Engineer. The number of copies will be as indicated in Division 1. One manual will be furnished prior to the time that the system or equipment tests are performed to the electrical shop.

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General Services / Facilities Division  
Electrical Crew, Suite A, Bldg 38  
San Diego, CA 92102

- b) The remaining manuals will be furnished before the contract is completed. The following identification will be inscribed on the cover; the words “OPERATING AND MAINTENANCE MANUAL”, the name and location of the building, the name of the Contractor and the contract name.
- c) The manual will include the names, addresses, and telephone numbers of each Subcontractor installing equipment and systems, and the local representatives for each item of equipment and system. The manual have a table of contents and be assembled to conform to the table of contents with tab sheets placed before instructions covering each subject. The instruction sheets will be legible with large sheets of drawings folded in. The manual will include, but not limited to, the following:
1. System layout showing components.
  2. Devices and controls.
  3. Wiring and control diagrams showing operation and control of each component.
  4. Sequence of operation describing startup, operation, and shutdown.
  5. Functional description of the principal system components.
  6. Installation instructions.
  7. Maintenance and overhaul instructions.
  8. Safety precautions, diagrams and illustrations.

**315-18.5 Training.** User staff and maintenance personnel will be thoroughly trained (minimum of 4 hours) in the use of each system or major piece of equipment installed. The training will be provided as a part of the Contractor bid to supply the system equipment.

**315-18.6 Delivery.** Deliver, store, and handle all materials to prevent damage and deterioration. Do not install prefabricated restroom building before completion of final grading.

**315-18.7 Execution.**

**315-18.7.1 Survey Stakes.** Provide 10-foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

**315-18.7.2 Subgrade Pad.**

- a) Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- b) If soils are poor, it may be necessary to import six inches of Class II base rock.
- c) Compact to 95%, or to local code requirement.
- d) Compact one foot over in all directions (over build).
- e) Supply approximately fourteen (14) cubic yards of clean sand, on side of site, for fine grading.
- f) Excavate and backfill trenches up to and within building pad for underground plumbing and utility kits.
- g) Provide water and inspection for underground waste leak test.
- h) Depending on weather, all irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane.
- i) Check corner locations against plans for proper sizing.
- j) Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- k) Excavate one foot perimeter footing if required by local code to specified depth.

**315-18.7.3 Site Access and Storage.**

- a) Provide suitable safe clear access to allow a crane (up to 110 tons), and the building on a semitrailer (up to 40 tons) to reach site (14' width, 70' length and 14' in height).
- b) If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by the Contractor..
- c) Contractor is responsible for removing any overhead obstructions (i.e. power lines, trees, etc).

**315-18.7.4 Utilities.**

- a) Bring water, sewer, and power utilities into point of connection Christy boxes (supplied by pre-fabricated building manufacturer, Restroom Facilities Ltd (RFL)), within six feet of the building line at the location shown on building construction drawings.



- b) **Water:** RFL will furnish and install a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. Contractor must connect service to valve.
- c) **Sewer:** RFL will furnish and install a sewer point of connection from mechanical chase to a Christy box six feet from the building line. Contractor must connect service.
- d) **Electrical:** RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. Contractor to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- e) If the utilities are not available when we depart the site, testing and minor leaks will be the responsibility of the Contractor.
- f) A minimum 1-1/2" line with 25 gpm at 60 psi minimum is required to ensure that water closets will operate as designed.

**315-18.8**      **Payment.** Payment for the prefabricated restroom building shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, permits and incidentals, and for doing all the work involved in providing the prefabricated restroom building, complete in place, as shown on the Plans and as specified in these Special Provisions and no additional compensation shall be made therefore.

**315-19**      **SHADE SHELTER.**

Provide and install shade shelters as shown on the drawings, and as specified in this section.

The Contractor shall submit the manufacturer's product data (including finish data) and installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all materials to prevent damage and deterioration.

Do not install shade shelter before completion of final grading.

Examine subgrades, finished surfaces, and installation conditions. Do not start shade shelter work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing shade shelters.

Locate and layout shade shelters and footings and obtain Engineer's acceptance of layout prior to installation.

Install all shade shelters per manufacturer's specifications and/or recommendations and comply with all local building codes. Attach securely to grade as recommended by the manufacturer. Installation shall be secure and stable using adequately sized minimum 520-C-2500 psi concrete footings as recommended by the manufacturer for high wind locations.

Tack weld hold-down bolts to prevent removal of components.

Shade shelters shall be set in place as indicated on the plans and as approved by the Engineer.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work.

Protect shade shelters from damage during construction.

Do not attempt any field changes without first contacting manufacturer.

Payment: Shade shelters shall be measured for payment by the unit. Payment for shade shelters shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, footings and incidentals, and for doing all the work involved in providing the shade structures, complete in place, as shown on the Plans and as specified in these Special Provisions.

**ADD:**

## **SECTION 316 - PLAY AREA IMPROVEMENTS INSTALLATION**

**316-1**

### **AGES 2-5 YEAR OLD AND 5-12 YEAR OLD PLAY STRUCTURE INSTALLATION.**

Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground equipment, structure or modular unit.

Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader shall be LSI (Landscape Structures, Inc.) certified. Contractor shall contact a minimum of 48 hours in advance to have a CPSI certified County Inspector to inspect the play equipment and rubber surfacing prior to acceptance. Any non-conforming items shall be repaired or replaced before acceptance.

Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete base or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Anchor bolts cast into the concrete shall reinforce all attachments. Tamper-resistant connectors shall be used to prevent theft.

See construction plans and details for location/layout and model numbers of play equipment.

All equipment installations shall observe the manufacturer's recommended safety zones. Safety zones shall be completely contained in the resilient surfacing area.

Clean-up: the site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

**316-1.2 Measurement and Payment.** The 2-5 year old play structure and 5-12 year old play structure, shall be measured for payment by each structure complete and in place. Payment shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing each play structure unit, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

## **316-2 RESILIENT RUBBER SURFACING INSTALLATION**

### **316-2.1 Site Preparation.**

**316-2.1.1 Finished Grade/Slope.** Verify that finished elevations of adjacent areas are as indicated on the site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per, site or equipment plans while meeting accessibility and use zones requirements.

**316-2.1.2 Sub base.** Tolerance of concrete sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Verify that subgrade has been fully compacted to 95 percent or greater.

**316-2.1.3 Curing of Concrete.** If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.

**316-2.1.4 Drainage.** Verify that sub-surfacing drainage has been installed to provide positive drainage.

### **316-2.2 Installation.**

**316-2.2.1 Poured in Place Surfacing.** Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to concrete of sub

base. Material shall cover all foundations and fill around all elements penetrating the surface.

- 316-2.2.2 Cushion Layer.** Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- 316-2.2.3 Wear Course.** Wear Course shall be Thermal Plastic Vulcanized (TPV) granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.
- 316-2.2.4 Perimeter.** For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1" deep x 1" wide, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive and the final 2" of the cushion layer shall be tapered to allow the wear surface material to be 1.5"- 2" thick where it joins the concrete edge.
- 316-2.2.6 Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein. Contractor shall verify cushion layer to meet CPSC Guidelines and ASTM 1292 for fall heights for each piece of equipment.
- 316-2.2.7 Clean Up.** Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.
- 316-2.2.8 Protection.** The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.
- 316-2.2.9 Manufacturer's Services.** For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

**316-2.3**      **Payment.** Payment for Resilient rubber surfacing shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, concrete base, trench drainage systems and piping, and incidentals, and for doing all the work involved in providing the resilient rubber surfacing, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

**316-3**      **INDEPENDENT PLAY AUDIT.**

The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment."

The Contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the Audit. The Contractor shall provide to the Park and Recreation Department, Landscape Architect, and Resident Engineer, written certification, signed by the certified playground safety inspector stating that the playground area, surfacing, and play equipment is in compliance with all current applicable accessibility and safety standards.

The cost of the play audit shall be included in the in the lump sum project cost, and no additional payment shall be made.

**ADD:**

**SECTION 317 – PIPE INSTALLATION.**

**317-1**      **GENERAL.**

Domestic water supply piping to drinking fountain shall be installed as indicated on the drawings and in conformance with state and local plumbing and building codes and Section 306 of the Greenbook.

**317-2**      **PAYMENT.**

Domestic water supply piping to drinking fountain shall be measured by the linear foot. Payment for domestic water supply piping shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, water system retrofit, and incidentals, and for doing all the work involved in providing the Domestic water supply piping, complete in place, as shown on the Plans and as specified in these Special Provisions.

**317-3 SUB-SURFACE DRAINAGE SYSTEMS.**

Play area sub-surface drainage systems shall consist of trench drains, model 600 Series with Contractor selected units of pre-sloped trench drains as required to provide adequate drainage of play areas, drain inlets, drain lines and connections to sump drainage systems for positive drainage. Sub-surface drainage systems piping shall be installed as indicated on the drawings, and in coordination with the play area structures as determined by the Contractor, and in conformance with state and local plumbing and building codes and Section 306 of the Greenbook.

**317-4 MEASUREMENT AND PAYMENT.**

Sub-surface drainage systems shall be measured for payment by the linear foot. Payment for sub-surface drainage systems shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, existing drainage system retrofit, and incidentals, and for doing all the work involved in providing the sub-surface drainage systems, complete in place, as shown on the Plans and as specified in these Special Provisions.

**PART 4 - ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL.**

PART 4 SHALL CONFORM TO PART 4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

**400-2 UNTREATED BASE MATERIALS.**

**400-2.2 Disintegrated Granite. REVISE as follows:**

Replace the term "disintegrated granite" with "stabilized decomposed granite".

**ADD:**

**400-2.3 Stabilizer For Decomposed Granite.**

Stabilizer for decomposed granite shall be a commercially produced, patented, non-toxic organic binder. It shall be colorless, odorless, concentrated powder that naturally binds decomposed granite. Stabilizer is available at Decorative Stone Solutions or approved equivalent. Stabilizer shall be thoroughly pre-blended with the decomposed granite at the manufacturing facility.

**ADD:**

**400-2.4 Stabilized Decomposed Granite Installation.**

Install stabilized decomposed granite surfacing as follows:

- a) Excavate to allow installation of decomposed granite flush with adjacent grade. Moisture compact subgrade 90% density to a depth of 6".
- b) Apply two applications of pre-emergent herbicide (See Section 212-1.2.7). Apply once before and once following placement of the decomposed granite.

- c) Pre-blend stabilized decomposed granite at the rate of 10 lbs. of stabilizer per ton of decomposed granite at the manufacturing facility. Blending may be done with cement mixer, pug mill, or any similar piece of equipment to thoroughly and completely blend the stabilizer with the decomposed granite material. It is essential that the stabilizer be mixed thoroughly and uniformly through the decomposed granite. Proper mixing is a must for successful application.
- d) Apply mixture in one inch lifts to a compacted depth as shown on the plans.
- e) Grade and smooth stabilized decomposed granite.
- f) Apply water until moisture penetrates to full depth of the stabilized decomposed granite. Water activates stabilizer, so it is essential that the full depth of the material receives water at this time. To allow water to penetrate, the stabilized decomposed granite should be applied in two lifts.
- g) Upon thorough moisture penetration, compact each lift of the stabilized decomposed granite. Compaction shall be done with a vibrating roller. Finish grade shall be level with adjacent concrete grades.
- h) Allow finished surface enough time to dry completely before use. Set up time varies, depending upon weather conditions. A hot, dry climate will set up sooner than cooler, moist climate.
- i) Make one additional pre-emergent application one week prior to substantial completion.

**SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING**

**700-1.7.2 Project Biologist.** To the City Supplement, ADD the following:

The Contractor will retain a qualified Project Biologist to perform biological monitoring work for this contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

**705-2.6.1 General.** To the City Supplement, item 3, CORRECT reference to Section 803 to read “Section 703”.

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

**705-2.6.3 Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

## SECTION 707 – RESOURCE DISCOVERIES

**ADD:**

**707-1.1**

**Environmental Document.** The project is a subsequent discretionary approval of the Project addressed in LDR No. 99-1331 (Torrey Ranch Project No. 3192) and the associated **Mitigated Negative Declaration (MND)** (SCH No. 20022061095). The contractor shall comply with all requirements of the **Mitigation Monitoring and Reporting Program (MMRP)** contained therein, as referenced in the Contract **Appendix A**.

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

**707-2**

**ARCHEOLOGICAL AND NATIVE AMERICAN MONITORING PROGRAM.** To the City Supplement, ADD the following:

5. The Contractor will retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**707-3**

**PALEONTOLOGICAL MONITORING PROGRAM.** To the City Supplement, ADD the following:

5. The Contractor will retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, "INSPECTION" for details.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**



**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**MITIGATED NEGATIVE DECLARATION / NOTICE OF DETERMINATION**



Land Development  
Review Division  
(619) 446-5460

## Mitigated Negative Declaration

PROJECT No. 3192  
LDR No. 99-1331  
SCH No. 2002061095

**SUBJECT:** TORREY RANCH - VESTED TENTATIVE MAP, REZONE, RESOURCE PROTECTION ORDINANCE, PLANNED RESIDENTIAL DEVELOPMENT, BASEMENT VACATION AND MHPA BOUNDARY ADJUSTMENT AND PLANNED DEVELOPMENT PERMIT (TM/RZ/PDP/RPO/PRD/EV) No. 3192 to allow the development of up to 80 residences and the provision of a park and school site on a 38.2-acre property. The project site is identified as Parcel W in the Torrey Highlands Subarea Plan and is located north of State Route 56 (SR-56) and west of Camino Ruiz in the North City Planned Urbanizing Area (Parcel 1 of Map No. 8133). Applicant: TR II, LLC.

**NOTE:** Minor revisions/additions to the document have been made to provide clarification. The changes are shown in a ~~strikeout~~/underline format and they do not affect the analysis or conclusions of this document.

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

The City of San Diego conducted an Initial Study, which determined that the proposed project could have an effect on Biological Resources, Historical Resources, Hydrology/Water Quality, Land Use/MHPA, Paleontological Resources, Transportation/Circulation, Public Services/Utilities and Human Health/Public Safety. Subsequent revisions in the project proposal create the mitigation measures identified in Section V of this Mitigated Negative Declaration. The project, as revised, now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

#### IV. DOCUMENTATION:

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

#### V. MITIGATION, MONITORING AND REPORTING PROGRAM:

As conditions of the Tentative Map, Rezone, and Planned Development Permit, the following mitigation measures are required to reduce potentially adverse impacts to Biological Resources, Historical Resources, Hydrology/Water Quality, Land Use/MHPA, Paleontological Resources, Transportation/Circulation, Public Services/Utilities and Human Health and Public Safety:

##### General Measures

1. After project approval and prior to the recordation of the first permit, the owner/permittee shall deposit \$7,000.00 with the City's Development Project

Manager cover the City's costs associated with ensuring the implementation of the Mitigation, Monitoring and Reporting Program (MMRP).

2. Prior to issuance of any grading permits, the Environmental Review Manager (ERM) of the City's Land Development Review Division (LDR) shall verify that the following statement is shown on the grading and/or construction plans as a note under the heading, *Environmental Requirements*: "The Torrey Ranch Project is subject to a Mitigation Monitoring and Reporting Program and shall conform to the mitigation conditions as contained in MND (LDR No. 99-1331)."
3. Prior to issuance of any grading permits, the owner/permittee shall make arrangements to schedule a pre-construction meeting to ensure implementation of the MMRP. The meeting shall include the Resident Engineer (RE), the Paleontologist, the Archaeologist, the Biologist; and staff from the City's Mitigation Monitoring Coordination (MMC) Section.

### Biological Resources

4. Prior to the issuance of any grading permits, the owner/permittee shall submit evidence to the ERM of LDR verifying that a qualified biologist has been retained to implement the biological resources mitigation program as detailed below (see A through D):
  - A. The qualified biologist (project biologist) shall attend the first preconstruction meeting.
  - B. The project biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance within and surrounding sensitive habitats as shown on the approved Exhibit A.
  - C. All construction activities (including staging areas) shall be restricted to the development area as shown on the approved Exhibit A. The project biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved Exhibit A.
  - D. If construction occurs during the breeding season of the California gnatcatcher, March 1 through September 15, the following measures shall be implemented:
    - (1) Prior to the commencement of grading, the project biologist shall survey those areas of the MHPA which support potential gnatcatcher habitat within 500 feet of any construction activity in accordance with the USFWS protocol for determining the presence/absence of gnatcatchers and shall notify the ERM of the results.
    - (2) If no California gnatcatchers are found to be present, then no additional measures are required.

- (3) If it is determined that California gnatcatchers are present, construction operations shall be suspended or noise/line of sight barrier(s) shall be constructed to buffer noise at the edge of the occupied habitat. The location of any such barrier(s) shall be determined by the project biologist.
- (4) Construction noise shall be monitored by an acoustical expert on an ongoing basis to verify that noise at the edge of gnatcatcher occupied areas of the MHPA is maintained below a 60 dB hourly average. Construction noise monitoring shall continue at least twice weekly on varying days, or more frequently depending on activity, to verify that noise level maximums are not exceeded. If the level is exceeded, additional measures, such as restrictions on the simultaneous use of equipment, shall be implemented to the satisfaction of the ERM. If such measures are not effective, construction activities shall cease in the area of occupied habitat within the MHPA.
- (5) Monthly letter reports shall be provided to the ERM with the results of noise monitoring and an assessment of the breeding/nesting behavior of the gnatcatchers.

*Biological Resources - Upland Mitigation*

5. Prior to the issuance of a grading permit, the permittee shall complete the following measures to the satisfaction of the City ERM:
  - A. Impacts to 11.2 acres of Tier II disturbed coastal sage scrub habitat outside the MHPA shall be mitigated with equivalent Tier II habitat or better. This shall be accomplished via on-site revegetation of 1.7 acres of coastal sage scrub and off-site preservation. If the preservation occurs inside of the MHPA, a 1:1 ratio shall be utilized, for a requirement of 9.5 acres. If the preservation occurs outside of the MHPA, a 1.5:1 ratio shall be utilized, for a requirement of 14.25 acres.
  - B. Impacts to 2.3 acres of Tier IIIA southern mixed and chamise chaparral habitat outside the MHPA shall be mitigated with equivalent Tier IIIA habitat or better. This shall be accomplished via off-site preservation. If the preservation occurs inside of the MHPA, a 0.5:1 ratio shall be utilized, for a requirement of 1.15 acres. If the preservation occurs outside of the MHPA, a 1:1 ratio shall be utilized for a requirement of 2.3 acres.
  - C. Impacts to ~~14.7~~ 14.4 acres of Tier IIIB non-native grassland habitat outside the MHPA shall be mitigated with non-native grasslands or equivalent Tier IIIB habitat which has been revegetated to native Tier IIIA habitat or better. This shall be accomplished via ~~on-site revegetation of 0.3 acre of coastal sage scrub and off-site preservation.~~ If the preservation occurs inside of the MHPA, a 0.5:1 ratio shall be utilized, for a requirement of 7.2 acres. If the preservation occurs outside of the MHPA, a 1:1 ratio shall be utilized for a requirement of 14.4 acres.

Impacts to 0.2 acre of Tier IIIB non-native grassland habitat inside the MHPA shall be mitigated via on-site revegetation of 0.2 acre of non-native grassland to Tier II habitat.

Offsite impacts to 0.3 acre of Tier IIIB non-native grassland habitat in the Poway School Preserve, within the MHPA, shall be mitigated via in-place revegetation of 0.3 acre of non-native grassland to Tier II habitat.

- D. If mitigation occurs outside of Subarea IV, standard mitigation ratios listed above in items A-C shall double, unless the applicant can demonstrate, to the satisfaction of the ERM and the Community Planner, that mitigation in Subarea IV is not feasible.
- E. If the offsite sewer line is constructed as a part of this project, the owner/permittee shall be required to mitigate for such impacts, to the satisfaction of the ERM, as follows:
- (1) Impacts to 0.5 acre of Tier IIIA chamise chaparral habitat outside the MHPA shall be mitigated with equivalent Tier IIIA habitat or better. If the preservation occurs inside of the MHPA, a 0.5:1 ratio shall be utilized, for a requirement of 0.25 acre. If the preservation occurs outside of the MHPA, a 1:1 ratio shall be utilized for a requirement of 0.5 acre.
  - (2) Impacts to 0.3 acre of Tier IIIB annual grassland habitat outside the MHPA shall be mitigated with annual grasslands or equivalent Tier IIIB habitat which has been revegetated to native Tier IIIA habitat or better. If the preservation occurs inside of the MHPA, a 0.5:1 ratio shall be utilized, for a requirement of 0.15 acre. If the preservation occurs outside of the MHPA, a 1:1 ratio shall be utilized for a requirement of 0.3 acre.
- F. If the off-site sewer/trail is constructed by the applicant, then prior to the issuance of any grading permits, the owner/permittee shall provide a revegetation plan satisfactory to the ERM of LDR.
- G. Revegetation slopes within the MHPA boundaries shall be contour graded at gradients ranging from 10:1 to 2:1, with the toe blending naturally into the existing topography. Contours shall meander in a curvilinear form, with uniform long slope runs avoided to the extent possible. The top eight inches of the slopes must be disked prior to installation of the irrigation system if it is compacted beyond 70%.

#### *Biological Resources - Wetlands Mitigation*

6. Impacts to 0.9 acre of southern willow scrub and 0.03 acre of unvegetated waters shall be mitigated by creating new wetlands at a ratio of 3:1, for a total requirement of 2.79 acres. At least 0.93 acre of the required mitigation must be accomplished via habitat creation or restoration, to assure no net loss of wetland habitat. The proposed mitigation shall create 2.8 acres of wetland habitat, achieving no net loss of wetland habitat. Mitigation shall occur as specified in the *Biological Technical Report for the Torrey Ranch Project*, prepared by Dudek and

*Associates* and dated February 2002. Mitigation amounts shall be as follows:

- A. Mitigation for 0.23 acre of wetland impacts shall be achieved via onsite creation of 0.65 acre of southern willow scrub habitat within the newly created channel located at the southern boundary of the proposed residential development.
- B. The creation of 0.05 acre of freshwater marsh within the terraced weirs located immediately west of the newly created channel.
- C. Mitigation of the remaining 0.70 acre shall be accomplished by the offsite creation and enhancement of 2.1 acres of wetland habitat, immediately downstream within McGonigle Canyon. The offsite mitigation area shall be installed, maintained and monitored according to the *McGonigle Canyon Conceptual Wetland Mitigation Plan*, prepared by *Helix* and dated January 8, 2001.

7. Wetlands Mitigation Plan Requirements:

- A. Implementation of the wetland mitigation program must be coordinated among the Applicant, Landscape Architect/Habitat restoration specialist, landscape contractor and plant materials suppliers.
- B. If tree removal occurs during the migratory bird nesting season, a focused survey shall be performed by a qualified wildlife biologist two days prior to tree removal in accordance with the Migratory Bird Treaty Act (16 U.S.G. 703-712). Results shall be documented in writing and forwarded to the permitting agencies. If nesting birds are detected, the vegetation within the nest location including a buffer area to be determined by the project biologist in coordination with the ERM, shall be protected until fledging has occurred.
- C. Prior to the issuance of any grading permits, a detailed wetland mitigation plan; that is, a final set of landscape construction documents (plans and specifications) including planting plans, irrigation plans, installation details and specifications (installation and maintenance requirements) shall be prepared by a Landscape Architect/Habitat Restoration Designer to the satisfaction of the ERM and the applicable resource agencies.
- D. Monitoring shall consist of monthly field visits during the 120-day plant establishment period and then quarterly during years one through three and during the spring and fall of each year thereafter by a qualified biological monitor/habitat restoration specialist. The biological monitor/habitat restoration specialist shall conduct quarterly maintenance inspections during the five-year monitoring period. Maintenance activities shall be based upon these site observations.
- E. A report outlining the results of the annual monitoring surveys based upon the anniversary date of the installation, shall be submitted to the ERM, the Army Corps of Engineers (ACOE), Regional Water Quality Control Board

(RWQCB) and California Department of Fish and Game (CDFG) by the end of each year's monitoring period, through the end of the five-year period. The monitoring report shall describe the existing site conditions, provide quantitative and qualitative data, identify all shortcomings of the revegetation program, recommend remedial actions and demonstrate compliance with appropriate permit conditions.

- F. If the success criteria are not achieved at the end of the five-year period, the wetland mitigation shall be extended until the criteria are met. Alternatively, if the final success criteria are achieved prior to the end of the five-year period, the wetland mitigation program may be discontinued at the authorization of the ERM and the resource agencies.

### Historical Resources

8. The portion of CA-SDI-5325 that is outside of the construction foot print shall be preserved in open space.

### Data Recovery Program

9. The data recovery program shall be implemented according to the *Cultural Resource Mitigation Plan for Torrey Ranch, Site CA-SDI-5325, City of San Diego, California*, prepared by *Gallegos and Associates*, dated May 2002.
10. The data recovery program shall be implemented after the issuance of grading permits but prior to construction. Data recovery shall be conducted only within the portion of the site directly effected by project implementation.
11. Based on the results of the completed random sample of the area of impact, an additional one percent Phase I refined sample shall be performed. Based on the findings of Phase I, a Phase II one percent excavation will be performed to excavate and document prehistoric features and activity areas.
12. Upon completion of the Phase I and II excavation, the ERM shall be consulted to review the work completed and the address the need for additional work. If additional work is needed, it shall be performed in one to five percent increments, up to 15 percent of the total area of impact.
13. A report shall be submitted to the City within three months of completing all field work and laboratory analysis

### Monitoring Program

#### Prior to Preconstruction (Precon) Meeting:

14. Land Development Review (LDR) Plan Check--  
Prior to the issuance of the first Grading Permit, the Environmental Review Manager (ERM) of LDR shall verify that the requirements for archaeological monitoring have been noted on the appropriate construction documents.



15. Letters of Qualification have been Submitted to ERM--  
Prior to the issuance of a Grading Permit, the applicant shall provide a letter of verification to the ERM of LDR stating that a qualified Archaeologist, as defined in the City of San Diego Historical Resources Guidelines (HRG), has been retained to implement the monitoring program.
16. Second Letter Containing Names of Monitors has been sent to MMC--
- A. At least thirty days prior to the Precon Meeting, a second letter shall be submitted to Mitigation Monitoring Coordination (MMC) which shall include the name of the Principal Investigator (PI) and the names of all persons involved in the Archaeological Monitoring of the project.
  - B. MMC will provide Plan Check with a copy of both the first and second letters.

Precon Meeting:

17. Monitor Shall Attend Precon Meetings--
- A. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the Archaeologist, Construction Manager and/or Grading Contractor, Resident Engineer (RE) and MMC. The qualified Archaeologist shall attend any grading related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
  - B. If the Monitor is not able to attend the Precon Meeting, the RE will schedule a focused Precon Meeting for MMC, EAS staff, as appropriate, Monitors, Construction Manager and appropriate Contractor's representatives to meet and review the job on-site prior to start of any work that requires monitoring.

18. Identify Areas to be Monitored--  
At the Precon Meeting, the Archaeologist shall submit to MMC a copy of the site/grading plan (reduced to 11x17) that identifies areas to be monitored as well as areas that may require delineation of grading limits.

19. When Monitoring Will Occur--  
Prior to the start of work, the Archaeologist shall also submit a construction schedule to MMC through the RE indicating when and where monitoring is to begin and shall notify MMC of the start date for monitoring.

During Construction:

20. Monitor Shall be Present During Grading/Excavation--  
The qualified Archaeologist shall be present full-time during grading/excavation of native soils and shall document activity via the Consultant Site Visit Record. This record shall be sent to the RE each month. The RE will forward copies to MMC.

## 21. Discoveries--

## A. Discovery Process

In the event of a discovery, and when requested by the Archaeologist, or the PI if the Monitor is not qualified as a PI, the RE shall be contacted and shall divert, direct or temporarily halt ground disturbing activities in the area of discovery to allow for preliminary evaluation of potentially significant archaeological resources. The PI shall also immediately notify MMC of such findings at the time of discovery. MMC will coordinate with appropriate LDR staff.

## B. Determination of Significance

The significance of the discovered resources shall be determined by the PI in consultation with LDR. LDR must concur with the evaluation before grading activities will be allowed to resume. For significant archaeological resources, a Research Design and Data Recovery Program shall be prepared, approved by DSD and carried out to mitigate impacts before ground disturbing activities in the area of discovery will be allowed to resume.

## 22. Human Remains--

If human remains are discovered, work shall halt in that area and procedures set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be implemented as follows:

## A. Notification

- (1) Archaeological Monitor shall notify the RE or PI, if the Monitor is not qualified as a PI, and Mitigation Monitoring Coordination (MMC). MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS).
- (2) The PI shall notify the County Coroner after consultation with the RE, either in person or via telephone.

## B. Stop work and isolate discovery site

- (1) RE shall stop work immediately in the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the County Coroner in consultation with the PI concerning the origin of the remains and the cause of death.
- (2) The County Coroner, in consultation with the PI, shall determine the need for a field investigation to examine the remains and establish a cause of death.
- (3) If a field investigation is not warranted, the PI, in consultation with the County Coroner, shall determine if the remains are of Native American origin.

## C. If Human Remains are Native American

- (1) The Coroner shall notify the Native American Historic Commission (NAHC).  
(By law, ONLY the Coroner can make this call.)
- (2) NAHC will identify the person or persons it believes to be the

Most Likely Descendent (MLD).

- (3) The MLD may make recommendations to the land owner or PI responsible for the excavation work to determine the treatment, with appropriate dignity, of the human remains and any associated grave goods (PRC 5097.98).

D. If Human Remains are not Native American

- (1) The PI shall contact the NAHC and notify them of the historical context of the burial.
- (2) NAHC will identify the person or persons it believes to be the MLD.
- (3) The MLD may make recommendations to the land owner or PI responsible for the excavation work to determine the treatment of the human remains (PRC 5097.98).
- (4) If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for reinterment of the human remains shall be made in consultation with MMC, EAS, the land owner, the NAHC and the Museum of Man.

E. Disposition of Human Remains

The land owner, or his authorized representative, shall reinter the Native American human remains and any associated grave goods, with appropriate dignity, on the property in a location not subject to further subsurface disturbance, IF:

- (1) The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 24 hours after being notified by the Commission; OR;
- (2) The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner.

23. Night Work--

A. If night work is included in the contract

- (1) When night work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
- (2) The following procedures shall be followed
  - (a) No Discoveries  
In the event that nothing was found during the night work, The PI will record the information on the Site Visit Record Form.
  - (b) Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures under **During Construction; 21., a. & b.** will be followed, with the exception in **During Construction; 21.,a.**, that the PI will contact MMC by 8AM the following morning to report and discuss the findings.

- B. If night work becomes necessary during the course of construction
  - (1) The Construction Manager shall notify the RE a minimum of 24 hours before the work is to begin.
  - (2) The RE shall notify MMC immediately.
- C. All other procedures described above will apply, as appropriate.

24. Notification of Completion--  
The Archaeologist shall notify MMC and the RE in writing of the end date of monitoring.

Post Construction:

25. Handling and Curation of Artifacts and Letter of Acceptance--

- A. The Archaeologist shall be responsible for ensuring that all cultural remains collected are cleaned, catalogued, and permanently curated with an appropriate institution; that a letter of acceptance from the curation institution has been submitted to MMC; that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- B. Curation of artifacts associated with the survey, testing and/or data recovery for this project shall be completed in consultation with LDR.

26. Final Results Reports (Monitoring and Research Design And Data Recovery Program)--

- A. Prior to the release of the grading bond, two copies of the Final Results Report (even if negative) and/or evaluation report, if applicable, which describes the results, analysis, and conclusions of the Archaeological Monitoring Program (with appropriate graphics) shall be submitted to MMC for approval by the ERM of LDR.
- B. For significant archaeological resources encountered during monitoring, the Research Design And Data Recovery Program shall be included as part of the Final Results Report.
- C. MMC shall notify the RE of receipt of the Final Results Report.

27. Recording Sites with State of California Department of Park and Recreation--  
The Archaeologist shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Results Report.

## Hydrology/Water Quality

28. Prior to issuance of any grading permits, the ERM and/or the City Engineer shall verify that the following measures have been incorporated into the grading plans:

### Construction Phase (Short Term Mitigation Measures)

- A. Prior to issuance of any grading permits, the owner/permittee shall comply with all requirements of the State Water Resources Control Board (SWRCB) Order No. 99-08-DWQ (NPDES General Permit No. CA5000002), Waste Discharge Requirements for Discharges of Storm Water Runoff Associated With Construction Activity. In accordance with said permit, a Storm Water Pollution Prevention Plan (SWPPP) and a Monitoring Program Plan shall be developed and implemented concurrently with the commencement of grading activities, and a complete and accurate Notice of Intent (NOI) shall be filed with the SWRCB.

Prior to issuance of any grading permits, a copy of the acknowledgment from the SWRCB that an NOI has been received for this project shall be filed with the City of San Diego; further, a copy of the completed NOI from the SWRCB showing the permit number for this project shall also be filed with the City of San Diego.

In addition, the permittee/owner(s) and subsequent permittee/owner(s) of any portion of the property covered by this grading permit and by SWRCB Order No. 99-08-DWQ, and any subsequent amendments thereto, shall comply with special provisions as set forth in Section C.7 of SWRCB Order No. 99-08-DWQ.

- B. The SWPPP shall identify all applicable erosion control devices to be used during construction. These may include (but may not be limited to) earthen berms, gravel bags, silt fences, temporary storm drains, desilting basins, energy dissipating devices, bladed swales, geotextile mats, plastic sheeting, and hydroseeding or other vegetation and irrigation practices. The SWPPP and grading plan shall include a drainage system which provides for implementation of Best Management Practices (BMPs) on-site to reduce construction phase runoff of pollutants into Los Peñasquitos Lagoon and other waters. Such BMPs must fulfill the intent of City Clerk Document No. 00-17068, "Erosion Control Measures for North City Areas Draining Into Los Peñasquitos or San Dieguito Lagoons" and Section 62.0419 "Protecting Water Quality in Coastal Lagoons" (City of San Diego Municipal Code).
- C. Grading plans shall clearly identify the type and location of erosion control devices to preclude any potential erosion impacts to the sensitive habitats to be preserved within and adjacent to the project footprint as shown on the approved Exhibit A.
- D. Prior to issuance of any grading permits, the owner/permittee shall provide a letter to the ERM of LDR verifying that a qualified specialist (e.g. biologist or engineering hydrology expert) has been retained to monitor grading activities (and supervise implementation of water quality measures as needed) adjacent

to the sensitive habitat to be preserved, as shown on the approved Exhibit A.

- E. The SWPPP shall include a site plan on which the grading footprint (development area) is identified as shown on the approved Exhibit A. All construction activities (including staging areas) shall be restricted to the development area. Specified vehicle fueling, maintenance procedures and hazardous materials storage areas shall be clearly designated to preclude the discharge of hazardous materials used during construction (e.g., fuels, lubricants and solvents). The SWPPP shall include measures to preclude spills and provide for the containment of any hazardous materials, including proper handling and disposal techniques and the use of temporary impervious liners to prevent soil and water contamination.
- F. The owner/permittee shall hydroseed all applicable areas within 30 days of completion of grading activities with appropriate ground cover vegetation (e.g., use of native or noninvasive plants) to the satisfaction of the ERM of LDR in conformance with the requirements of the City's Landscape Standards.

Post-Construction/Operational (Long Term Mitigation Measures)

- 29. Prior to issuance of any grading permits, the ERM of LDR shall verify that the type and location of post-construction Best Management Practices (BMPs) are clearly identified on the site plan(s). All site runoff shall be routed through grass-lined swales (or equivalent structural BMPs) prior to flowing into the public drainage system. All surface runoff shall be filtered/treated for removal of sediment, constituents absorbed by sediment, and oil/grease prior to leaving the site.
- 30. Prior to issuance of any Certificates of Occupancy, the following mitigation measures shall be constructed to the satisfaction of the ERM of LDR and the City Engineer:
  - A. All project-related drainage structures shall be adequately sized to accommodate a minimum 50-year flood event (provisions for other storm events may be required pursuant to direction from the City Engineer).
  - B. Surface and subsurface drainage shall preclude ponding outside of designated areas and sheet flow down slopes.
  - C. Energy-dissipating structures (e.g., detention ponds, rip rap, or drop structures) shall be used at storm drain outlets, drainage crossings, and/or downstream of all drainage channels to reduce velocity and prevent erosion. All such structures shall be located on the owner's property.
- 31. Prior to issuance of any Certificates of Occupancy, the owner/permittee shall submit a Monitoring and Maintenance Program to assure long-term maintenance of all private drainage facilities, including detention basins and all structural and non-structural BMPs. The Monitoring and Maintenance Program shall be subject to the approval of the ERM of LDR. The Monitoring and Maintenance Program shall include a schedule for the regular maintenance of all private drainage

facilities and permanent BMPs, and shall identify the entity responsible for doing the maintenance.

### Land Use/Multiple Species Conservation Program

32. Prior to the issuance of the first grading permit, the ERM shall assure that all alterations of the subject property are consistent with the MSCP Land Use Adjacency Guidelines, including the following conditions A-F;
- A. Fencing shall not interfere with continued wildlife movement through significant wildlife corridors.
  - B. Artificial lighting shall not be permitted on the off-site trail nor in any wetland creation areas which are intended to be added to the MHPA upon completion of the required monitoring period.
  - C. No new, exotic, invasive species (such as Australian saltbush (*Atriplex semibaccata*)) shall be utilized in or adjacent to the MHPA.
  - D. Compliance with City Engineering Drainage Standards shall be to the satisfaction of the City Engineer and EAS.
  - E. New trail and construction footprints shall be limited to those areas depicted on the approved Exhibit A.

### Paleontological Resources

Prior to preconstruction (Precon) meeting:

33. Land Development Review (LDR) Plan Check--  
Prior to the issuance of the first Grading Permit, the Environmental Review Manager (ERM) of LDR shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
34. Letters of Qualification have been Submitted to ERM--  
Prior to the issuance of a Grading Permit, the applicant shall provide a letter of verification to the ERM of LDR stating that a qualified Paleontologist, as defined in the City of San Diego Paleontological Guidelines, has been retained to implement the monitoring program.
35. Second Letter Containing Names of Monitors has been sent to MMC--
- A. At least thirty days prior to the Precon Meeting, a second letter shall be submitted to Mitigation Monitoring Coordination (MMC) which shall include the name of the Principal Investigator (PI) and the names of all persons involved in the Paleontological Monitoring of the project.
  - B. MMC will provide Plan Check with a copy of both the first and second letters.
36. Records Search Prior to Precon Meeting--  
At least thirty days prior to the Precon meeting, the qualified Paleontologist shall

verify that a records search has been completed, and updated as necessary, and be prepared to introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities. Verification includes, but is not limited to, a copy of a confirmation letter from the San Diego Natural History Museum, other institution, or, if the record search was in-house, a letter of verification from the PI stating that the search was completed.

**Precon Meeting:**

**37. Monitor Shall Attend Precon Meetings--**

A. Prior to beginning of any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the Paleontologist, Construction Manager and/or Grading Contractor, Resident Engineer (RE) and MMC. The qualified Paleontologist shall attend any grading related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the Construction Manager and/or Grading Contractor.

B. If the Monitor is not able to attend the Precon Meeting, the RE will schedule a focused Precon Meeting for MMC, Monitors, Construction Manager and appropriate Contractor's representatives to meet and review the job on-site prior to start of any work that requires monitoring.

**38. Identify Areas to be Monitored--**

At the Precon Meeting, the Paleontologist shall submit to MMC a copy of the site/grading plan (reduced to 11x17) that identifies areas to be monitored.

**39. When Monitoring Will Occur--**

Prior to the start of work, the Paleontologist also shall submit a construction schedule to MMC through the RE indicating when and where monitoring is to begin and shall notify MMC of the start date for monitoring.

**During Construction:**

**40. Monitor Shall be Present During Grading/Excavation--**

The qualified Paleontologist shall be present full-time during the initial cutting of previously undisturbed formations with high and moderate resource sensitivity, and shall document activity via the Consultant Site Visit Record (form). This record shall be faxed to the RE and MMC each month.

**41. Discoveries--**

**A. Minor Paleontological Discovery**

In the event of a minor Paleontological discovery (small pieces of broken common shell fragments or other scattered common fossils) the Paleontologist shall notify the RE that a minor discovery has been made. The determination of significance shall be at the discretion of the qualified Paleontologist. The Paleontologist will continue to monitor the area and immediately notify the RE if a potential significant discovery emerges.



B. Significant Paleontological Discovery

In the event of a significant Paleontological discovery, and when requested by the Paleontologist, the city RE shall be notified and shall divert, direct, or temporarily halt construction activities in the area of discovery to allow recovery of fossil remains. The determination of significance shall be at the discretion of the qualified Paleontologist. The Paleontologist with Principal Investigator (PI) level evaluation responsibilities shall also immediately notify MMC staff of such finding at the time of discovery. MMC staff will coordinate with appropriate LDR staff.

42. Night Work--

A. If night work is included in the contract

(1) When night work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.

(2) The following procedures shall be followed:

(a) No Discoveries

In the event that nothing was found during the night work, The PI shall record the information on the Site Visit Record Form.

(c) Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures under 41.,a. & b., will be followed, with the exception that the RE will contact MMC by 8 A.M. the following morning to report and discuss the findings.

B. If night work becomes necessary during the course of construction

(1) The Construction Manager shall notify the RE a minimum of 24 hours before the work is to begin.

(2) The RE will notify MMC immediately.

C. All other procedures described above will apply, as appropriate.

43. Notification of Completion--

The Paleontologist shall notify MMC and the RE of the end date of monitoring.

Post Construction:

44. The Paleontologist shall be responsible for preparation of fossils to a point of curation as defined by the City of San Diego Paleontological Guidelines.

45. Submit Letter of Acceptance from Local Qualified Curation Facility--

The Paleontologist shall be responsible for submittal of a letter of acceptance to ERM of LDR from a local qualified curation facility. A copy of this letter shall be forwarded to MMC.

46. If Fossil Collection is not Accepted, Contact LDR for Alternatives--

If the fossil collection is not accepted by a local qualified facility for reasons other than inadequate preparation of specimens, the project Paleontologist shall contact LDR, to suggest an alternative disposition of the collection. MMC shall be notified in writing of the situation and resolution.

47. Recording Sites with San Diego Natural History Museum--  
The Paleontologist shall be responsible for the recordation of any discovered fossil sites at the San Diego Natural History Museum.
48. Final Results Report--
- A. Prior to the release of the grading bond, two copies of the Final Results Report (even if negative), which describes the results, analysis, and conclusions of the above Paleontological Monitoring Program (with appropriate graphics) shall be submitted to MMC for approval by the ERM of LDR.
  - B. MMC shall notify the RE of receipt of the Final Results Report.

### Transportation/Circulation

49. Prior to recordation of the first final map, the applicant shall install a traffic signal at the intersection of Torrey Meadows Drive and Street "A", satisfactory to the City Engineer.
50. Prior to recordation of the first final map, the applicant shall install a traffic signal at the intersection of Torrey Meadows Drive and the elementary school entrance, satisfactory to the City Engineer.
51. Prior to recordation of the first final map, the applicant shall construct Torrey Meadows Drive as a four-lane modified collector street with a minimum curb-to-curb width of 78' within 108' of right-of-way, which transitions to a two-lane collector street with a minimum pavement width of 50' within the 80' right-of-way, satisfactory to the City Engineer.
52. Prior to recordation of the first final map, the applicant shall construct Street "A" as a two-lane collector street with a minimum pavement width of 40' within 60' of right-of-way at the intersection of Torrey Meadows Drive, which transitions to a 36' pavement width within 56' of right-of-way, satisfactory to the City Engineer.
53. Prior to recordation of the first final map, the applicant shall construct the cul-de-sac at the northern end of Street "A" with a minimum pavement radius of 50' within 60' of right-of-way radius, satisfactory to the City Engineer.
54. Prior to issuance of any building permit, the ERM shall verify that the project conforms to the Torrey Highlands Subarea IV Transportation Phasing Plan in the Torrey Highlands Subarea IV Public Facilities Financing Plan, and the final EIR/Traffic Study, dated June 1996.

### Public Services/Utilities

55. Prior to the issuance of each building permit, a fire response time analysis shall be submitted to the Fire and Life Safety Services Section of LDR. If the building site is located outside of a six-minute response time radius from an existing operating fire station, a fire sprinkler system shall be installed in the structure(s) satisfactory to the City Fire Marshall.

## Human Health/Public Safety

56. Prior to the issuance of the first grading permit, the ERM shall verify that the required Phase 1 Site assessment has been completed, as required by the Subarea IV EIR. This assessment shall include soil sampling and analysis for the presence and/or concentration of chlorinated herbicides and pesticides. This testing and any necessary soils removal and/or remediation shall be completed to the satisfaction of the County of San Diego Department of Health, Hazardous Materials Management Division (HMMD).

## VI. PUBLIC REVIEW DISTRIBUTION:

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

### City of San Diego

Councilmember Peters, District 1  
 Development Services (78, 78A, 79)  
 Library (81)  
 Engineering and Capital Projects (86)  
 Historical Site Board (87)  
 Environmental Services (93A)  
 Wetlands Advisory Board (171)  
 Planning Department (352)

### Federal and State Agencies

U.S. Environmental Protection Agency (19)  
 US Fish and Wildlife Service (23)  
 US Army Corps of Engineers (26)  
 Caltrans (31)  
 CA Department of Fish and Game (32A)  
 CA Department of Parks and Recreation (40)  
 Resources Agency (43)  
 Regional Water Quality Control Board, Region 9 (44)  
 State Clearinghouse (46)  
 State Department of Toxic Substances Control

### Others

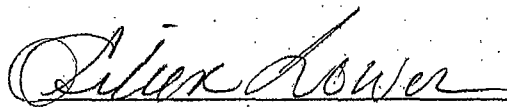
San Diego Transit (112)  
 San Diego Gas & Electric (114)  
 Metropolitan Transit Development Board (115)  
 Poway Unified School District (124)  
 San Dieguito Union High School District (126)  
 Solana Beach School District (129)  
 Sierra Club (165)  
 Carolyn Chase, SD Earth Times (165A)  
 Audubon Society (167)  
 California Native Plant Society (170)  
 Center for Biological Diversity (176)  
 Endangered Habitats League (182)  
 Carmel Mountain Conservancy (184)

- Dr. Florence Shippek (208)
- Dr. Lynn Christenson (208A)
- South Coastal Information Center (210)
- San Diego Historical Society (211)
- San Diego Archaeological Center (212)
- San Diego Natural History Museum (213)
- Save Our Heritage Organisation (214)
- Ron Christman (215)
- Louis Guassac (215A)
- San Diego Archaeological Society, Inc. (218)
- Kumeyaay Cultural Repatriation Committee (225)
- Native American Distribution (225 A-R, Public Notice Only)
- Carmel Valley Community Service Center (344A)
- Carmel Valley Community Planning Board (350)
- Carmel Valley Trail Riders Coalition (351)
- Los Penasquitos Canyon Preserve Citizens Advisory Committee (360)
- Opal Trueblood (362)
- Torrey Pines Association (472)
- Applicant, Carol Matson, Garden Communities
- Agent, Dan Rehm, Hunsaker and Associates

VII. RESULTS OF PUBLIC REVIEW:

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

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



Eileen Lower, Senior Planner  
Development Services Department

June 19, 2002

Date of Draft Report

July 24, 2002

Date of Final Report

Analyst: Paul Godwin



Gray Davis  
GOVERNOR

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse



Tal Finney  
INTERIM DIRECTOR

ACKNOWLEDGEMENT OF RECEIPT

DATE: July 11, 2002  
TO: Paul Godwin  
City of San Diego  
1222 First Avenue, MS-501  
San Diego, CA 92101-4155  
RE: Torrey Ranch  
SCE#: 2002061095

This is to acknowledge that the State Clearinghouse has received your environmental document for state review. The review period assigned by the State Clearinghouse is:

Review Start Date: June 20, 2002  
Review End Date: July 19, 2002

We have distributed your document to the following agencies and departments:

- California Highway Patrol
- Caltrans, District 11
- Department of Conservation
- Department of Fish and Game, Region 5
- Department of Housing and Community Development
- Department of Parks and Recreation
- Department of Toxic Substances Control
- Department of Water Resources
- Native American Heritage Commission
- Office of Historic Preservation
- Regional Water Quality Control Board, Region 9
- Resources Agency
- State Lands Commission

The State Clearinghouse will provide a closing letter with any state agency comments to your attention on the date following the close of the review period.

Thank you for your participation in the State Clearinghouse review process.

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044  
916-445-6613 FAX 916-323-3018 www.opr.ca.gov



Department of Toxic Substances Control

Edwin F. Lowry, Director
5796 Corporate Avenue
Cypress, California 90630



Gray Davis
Governor

RESPONSE TO COMMENT

Vinston H. Hickox
Agency Secretary
California Environmental
Protection Agency

July 17, 2002

Mr. Paul Godwin
Associate Planner
City of San Diego
1222 1st Avenue (MS 501)
San Diego, California 92101-4155

NEGATIVE DECLARATION FOR THE TORREY RANCH - (SCH # 2002061095)

Dear Mr. Godwin:

The Department of Toxic Substances Control (DTSC) has received your Negative Declaration (ND) for the above-mentioned Project.

Based on the review of the document, DTSC's comments are as follows:

- 1) The ND needs to identify and determine whether current or historic uses have resulted in any release of hazardous wastes/substances at the site.
2) The ND needs to identify any known or potentially contaminated site within the proposed Project area. For all identified sites, the ND needs to evaluate whether conditions at the site pose a threat to human health or the environment.
3) The ND should identify the mechanism to initiate any required investigation and/or remediation for any site that may require remediation, and the government agency to provide appropriate regulatory oversight.
4) An environmental assessment should be conducted in the project area to evaluate whether the project area is contaminated with hazardous substances from the potential past and current uses including storage, transport, generation, and disposal of toxic and hazardous waste/materials. Potential hazard to the public or the environment through routine transportation, use, disposal or release of hazardous materials should be discussed in the ND.

- 1. Page 12 of the Initial Study, Human Health/Public Safety section, identifies potential significant impacts from contaminated soils due to the historical use of the property for agricultural uses. It is a requirement of the Subarea IV EIR (LDR No. 93-0152) that a Phase I Site Assessment be conducted by a qualified hazardous waste consultant prior to site grading. Compliance with the MMRP requirement for a Phase I Site Assessment and the removal of any contaminated soil would mitigate impacts to below a level of significance.
2. According to the County of San Diego's Department of Environmental Health Hazardous Materials and Environmental Assessment Search database, no such sites have been recorded on the project site. This information is stated in section VIII(A) of the Initial Study Checklist, which was sent to DTSC as part of the referenced Mitigated Negative Declaration (MND).
3. See Response No. 1 above.
4. See Response No. 1 above. Also, as stated in Section VIII of the Initial Study Checklist, the project does not include the transport of hazardous materials.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.dtsc.ca.gov.

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RESPONSE TO COMMENT

- 5) A hazardous impact to the public maybe associated with future handling and storage of hazardous materials at the site. Remember to obtain a hazardous material's storage permit from an appropriate regulatory agency that has jurisdiction to regulate hazardous substances handling, storage, treatment, and/or disposal. Contact the Certified Unified Program Agency (CUPA) to evaluate the permit requirements.
- 6) The project construction will require soil excavation and soil filling in certain areas. Appropriate sampling is required prior to disposal of the excavated soil. If the soil is contaminated, properly dispose the soil rather than placing it in another location. Land Disposal Restrictions (LDRs) may be applicable to these soils. Also, if the project is planning to import soil for backfilling the areas excavated, proper sampling should be conducted to make sure that the imported soil is free of contamination.
- 7) Any hazardous wastes/materials encountered during construction should be remediated in accordance with local, state, and federal regulations. Prior to initiating any construction activities, an environmental assessment should be conducted to determine if a release of hazardous wastes/substances exists at the site. If so, further studies should be carried out to delineate the nature and extent of the contamination. Also, it is necessary to estimate the potential threat to public health and/or the environment posed by the site. It may be necessary to determine if an expedited response action is required to reduce existing or potential threats to public health or the environment. If no immediate threat exists, the final remedy should be implemented in compliance with state regulations and policies rather than excavation of soil prior to any assessments.
- 8) The ND needs to address household hazardous waste management. It is evident that the proposed project will increase household hazardous wastes.
- 9) The ND indicates prior vegetation or agricultural use on the project site. Onsite soils could contain pesticide residues and the site may have contributed to soil and groundwater contamination. Proper investigation and remedial actions should be conducted at the site prior to the new development. As long as the proposed project is for the development of residential dwellings, proper environmental studies should be conducted to evaluate the health risks associated with these chemicals.
- 10) A groundwater investigation may also be necessary based on the nature of on-site contaminants and the depth to the groundwater.

5. Comment acknowledged. No such uses are proposed; however, this comment has been forwarded to the applicant.
6. See Response No. 1 above. Soil sampling is a requirement of the Phase I Site Assessment. If contaminated soils are discovered during grading, the applicant can receive guidance from the County of San Diego's Environmental Health Voluntary Assistance Program (VAP). Additional guidance can be obtained from the Regional Water Quality Control Board's Site Mitigation and Cleanup Unit. Any project requiring a grading permit would be required to provide verification that imported soils are clean prior to use on-site.
7. See Response No. 1 and 6 above.
8. The City of San Diego addresses household hazardous waste materials on a City-side level, which includes educational and outreach services, recycling events, drop-off locations and other programs. More information is available at the City's website, listed under the Environmental Services Department.
9. See Response No. 1 above.
10. If the findings of the Phase I Site Assessment indicate the need for further investigation, ground water investigations would be performed as a part of a Phase II Site Assessment.

RESPONSE TO COMMENT

- 11) All environmental investigation and/or remediation should be conducted under a Workplan which is approved by a regulatory agency who has jurisdiction to oversee hazardous waste cleanups. Complete characterization of the soil is needed prior to any excavation or removal action.
- 12) This development will include the construction of an elementary school. During the proposed school property acquisition and/or construction utilizing state funding, it should be in compliance with the Assembly Bill 387 (Wildman) and Senate Bill 162 (Escutia) which requires a comprehensive environmental review process and DTSC's approval. DTSC's role in the assessment, investigation, and cleanup of proposed school sites is to ensure that the selected properties are free of contamination, and if the property is contaminated, it is cleaned up to a level that is protective of the students and faculty who will occupy the new school. A study of the site is to be conducted to provide basic information for determining if there has been a release, or if there is a threatened release of a hazardous material including agricultural chemicals or if there maybe a naturally occurring hazardous material present at the site, that may pose a risk to human health or the environment. Though the proposed school construction may not be using state funds, the purpose of the bill is to protect the children who will be attending this school. Therefore, proper environmental studies should be conducted to ensure that a threat to the school children's health and the environment does not exist at the site.
- 13) The ND needs to indicate whether the project site may be located on a list of hazardous materials sites compiled pursuant to Government Code Section 659662.5, and as a result, would create a potential hazard to the public or the environment. If the proposed project is within 2,000 feet from a contaminated site, then the proposed development may fall under the "Border Zone of Contaminated Property." Appropriate precautions should be taken prior to construction if the proposed project is on a "Border Zone Property."
- 14) If during construction of the project, soil and/or groundwater contamination is suspected, construction in the area should cease and appropriate Health and Safety procedures should be implemented. If it is determined that contaminated soil and/or groundwater exist, the ND should identify how any required investigation and/or remediation will be conducted, and the government agency to provide appropriate regulatory oversight.

DTSC provides guidance for the Preliminary Endangerment Assessment (PEA) preparation and cleanup oversight through the Voluntary Cleanup Program (VCP). For additional information on the VCP, please visit DTSC's web site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov).

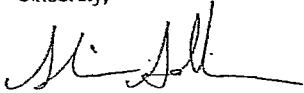
11. Comment acknowledged. Any required remediation would be done according to all applicable regulations.
12. The construction of the school is not a part of this project proposal. However, the grading of the proposed school site will be included in the Phase I Site Assessment, as described in Response No. 1 above.
13. According to the County of San Diego's Department of Environmental Health Hazardous Materials and Environmental Assessment Search database, no such sites have been recorded within 2,000 feet of the project site
14. See Response No. 6 above.



Mr. Paul Godwin  
July 17, 2002  
Page 4

If you have any questions regarding this letter, please contact Ms. Rania A. Zabaneh,  
Project Manager at (714) 484-5479.

Sincerely,



Haissam Y. Salloum, P.E.  
Unit Chief  
Southern California Cleanup Operations Branch  
Cypress Office

cc: Governor's Office of Planning and Research  
State Clearinghouse  
P.O. Box 3044  
Sacramento, California 95812-3044

Mr. Guenther W. Moskat, Chief  
Planning and Environmental Analysis Section  
CEQA Tracking Center  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806



San Diego County Archaeological Society

Environmental Review Committee

26 June 2002

RESPONSE TO COMMENT

To: Mr. Paul Godwin  
Land Development Review Division  
Planning and Development Review Department  
City of San Diego  
1222 First Avenue, Mail Station 501  
San Diego, California 92101

Subject: Proposed Mitigated Negative Declaration  
Torrey Ranch  
LDR No. 99-1331

Dear Mr. Godwin:

I have reviewed the subject PMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information contained in the PMND and initial study, and the *Cultural Resource Mitigation Plan for Torrey Ranch, Site CA-SDI-5325*, by Gallegos & Associates, we have the following comments:

15. (1) The Gallegos & Associates mitigation plan is thorough. We only wish to observe that, whether or not Gallegos & Associates ultimately performs the mitigation work, all cultural material from all phases of work should be included in the final report and curated together.
16. (2) PMND mitigation measure 8 states that "The portion of CA-SDI-5325 that is outside of the construction footprint shall be preserved in open space." This requirement is unacceptably vague. Simply defining the area as open space does not necessarily prevent or prohibit activities that could damage or destroy the site. Conceivably, it could even allow grading providing nothing was built there. The PMND needs to provide explicitly that the area is to be maintained in natural open space, and define activities that are not permitted.
17. (3) PMND mitigation measure provides for the possibility of night work for historical resources. It does not seem reasonable to expect proper archaeological monitoring can be provided at night. Such work should be prohibited.

15. Comment acknowledged. It is anticipated that all work will be completed comprehensively.

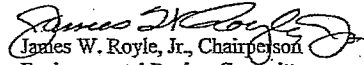
16. The open space described is within the Multiple Habitat Planning Area (MHPA). Allowable uses are governed by the Multi-Species Conservation Plan (MSCP). It is not likely that any additional grading would be done in this area, however, if any MSCP allowed uses are proposed in the future, they would be subject to environmental review.

17. Extensive night work is not expected as a part of the proposed project. However, in some circumstances, night work may be necessary for street closures, emergency repairs, etc. The night work section of the MMRP has been designed to ensure that the monitoring program is maintained under all possible construction circumstances.

P.O. Box 81106 . San Diego, CA 92138-1106 . (619) 538-0935

Thank you for providing these environmental documents to SDCAS for our review and comment.

Sincerely,

  
James W. Royle, Jr., Chairperson  
Environmental Review Committee

cc: Gallegos & Associates  
SDCAS President  
File

City of San Diego  
Development Services Department  
LAND DEVELOPMENT REVIEW DIVISION  
1222 First Avenue, Mail Station 501  
San Diego, CA 92101  
(619) 236-6460

INITIAL STUDY  
PROJECT No. 3192  
LDR No. 99-1331  
SCH No. 2002061095

**SUBJECT:** TORREY RANCH - VESTED TENTATIVE MAP, REZONE, RESOURCE PROTECTION ORDINANCE, PLANNED RESIDENTIAL DEVELOPMENT, EASEMENT VACATION AND MHPA BOUNDARY ADJUSTMENT AND PLANNED DEVELOPMENT PERMIT (TM/RZ/PDP/RPO/PRD/EV) No. 3192 to allow the development of up to 80 residences and the provision of a park and school site on a 38.2-acre property. The project site is identified as Parcel W in the Torrey Highlands Subarea Plan and is located north of State Route 56 (SR-56) and west of Camino Ruiz in the North City Planned Urbanizing Area (Parcel 1 of Map No.8133). Applicant: TR II, LLC.

I. PURPOSE AND MAIN FEATURES:

The proposed Vested Tentative Map, Rezone, Resource Protection Ordinance, Planned Residential Development, Easement Vacation and MHPA Boundary Adjustment and Planned Development Permit, to be considered by the Planning Commission and the City Council (Process 5), would allow for the construction of a residential development comprised of market rate single family homes and affordable housing units. In addition, grading would be done and pads would be created for the future construction of a neighborhood park and elementary school. The project property also includes area for a wetland mitigation site, natural open space, and Public Street "A" (see Figure 1).

Residential Development: The proposed project would provide 80 residential units consisting of 67 market rate units and 13 affordable housing units on 12.5 acres in the northeastern corner of the property. An option exists by which the affordable units would be located off-site, and the market rate units would be increased to a total of 73 units. Market rate units are proposed as single family homes that include a minimum of two garage-parking spaces per dwelling unit and range from approximately 2,030 square feet to 2,530 square feet. Lot sizes would range from approximately 2,955 square feet to 10,466 square feet.

Neighborhood Park: Grading for the future construction of a 5-acre neighborhood park is proposed as part of the project. Although it was originally envisioned by the Subarea Plan in the southeastern corner of the property, the park site is now proposed to be located in the southwestern corner of the property. The locations of the elementary school and park site would be switched in order to make better use of the land and provide necessary acreage for each of these land uses.

Elementary School: The Subarea Plan and associated Program EIR prepared for Torrey Highlands identified a need for one new elementary school to accommodate the number of students generated from the build-out of Torrey Highlands. Grading of the school site would be done as part of the proposed project. The school would be located in the southeastern corner of the property adjacent to the park and would provide a 10-acre useable site.

Wetland Restoration Site: Due to the project's impacts to wetland vegetation communities on-site, the resource agencies have requested that a portion of the wetland mitigation be included on-site. Therefore, the project includes a 0.65-acre proposed wetland mitigation site as a separate entity that would be located between the park/elementary school and the residential development. A 0.05-acre freshwater marsh creation site would also be located on-site, adjacent to the 0.65-acre wetland mitigation site.

Open Space: The original "KMC" property, which was identified and described in the Subarea IV EIR and Subarea Plan as parcel 306-011-09, included the northwestern 6-acre corner that was delineated for inclusion in the Torrey Highlands Preserve (part of the MHPA). This corner property was purchased by the Poway Unified School District (PUSD) for mitigation purposes and delineated as a separate legal lot. This lot would be deeded to the City of San Diego for Open Space.

Public Street "A": This street would extend into the site from its planned intersection with Torrey Meadows Drive in the southeast corner of the project site. The remainder of the internal circulation system would be private. A total of 0.9 acre would be allotted to Street A.

Offsite Improvements: The proposed project is dependent on an 8-inch diameter off-site gravity sewer connection to the existing Carmel Valley Trunk Sewer located in McGonigle Canyon. This sewer connection would serve the proposed Fairbanks Country Villas, Shaw property, LMXU, and Torrey Ranch projects. The sewer connection would be installed within a portion of the Subarea IV planned trail system. This portion of the trail would also function as an access road to the trunk sewer. If the sewer connection has not been constructed by others before the subject project is ready to develop, the sewer connection would become an off-site improvement of the Torrey Ranch project. The access road/trail would be 20 feet wide and surfaced with decomposed granite and would be located within the sewer easement.

The Torrey Highlands Subarea IV Plan designates the subject site for low density residential use, an elementary school, a neighborhood park, and resource (Multiple Species Conservation Program (MSCP) Preserve). The proposed rezone would change the existing A-1-10, Hillside Review Overlay (HRO) zone across the site to OP1-1 on the park site, to RX-1-2 on the residential development site, to AR-1-1 on the elementary school site and to OS-C on the open space area. A total of 88 lots are proposed including 67 market rate residential lots, 6 lots for the 13 affordable housing units, 1 city park lot, 1

elementary school lot, 1 MSCP Open Space lot, 1 wetlands restoration area, 1 street lot, and 10 Home Owners Association lots.

For the proposed project, a total of 32.7 acres of the 38.2-acre site would be graded, and an additional 4.4 acres would be graded off-site to accommodate temporary slopes and the shared off-site sewer line/trail. On-site earthwork would include 595,400 cubic yards of cut and 957,100 cubic yards of fill with 361,700 cubic yards of soil imported from adjacent properties. Standard construction procedures which include designated truck haul routes and noise/dust abatement would be used. The maximum height of cut slopes would be 60 feet and fill slopes would be 70 feet. The maximum height of the retaining/geogrid walls on-site would be 13 feet and the combined length would be 2,230 linear feet. Access to the site would be taken from Torrey Meadows Drive and Street "A". A total of 246 parking spaces would be provided on-site, where 212.5 spaces are required. Landscaping would comply with the City of San Diego's Landscape Standards.

## II. ENVIRONMENTAL SETTING:

The project site is identified as Parcel W in Torrey Highlands Subarea IV and is located north of State Route (SR) -56 and west of Camino Ruiz, in the North City Planned Urbanizing Area (see Figures 2 and 3). Regionally, the Torrey Ranch project is located in the coastal plain of western San Diego County, between the Peñasquitos Lagoon estuary and the coastal foothill range which includes Black Mountain. The site is bordered by open space to the north, the future Fairbanks Country Villas Subdivision to the west, the future Shaw Property Subdivision to the southwest, the future Torrey Highlands Village Center (LMXU property) to the south, the Greystone Torrey Highlands Affordable Housing site to the southeast and Westview High School to the east. The SR-56 extension to the south is a future planned highway. Camino Ruiz is under construction as a major road to the east and Torrey Meadows Drive is planned for location along the southern border of the site boundary. A portion of the project site is designated as Multi-Habitat Planning Area (MHPA) and is located along the northwestern edge of the site. The off-site improvements associated with the sewer/access road/trail area also extend into the MHPA to the west.

As stated previously, the proposed project is located in Subarea IV. Subarea IV includes 273 acres of Multiple Habitat Planning Area (MHPA) land. The 273-acre MHPA consists of a large, contiguous area of natural open space through the central portions of Subarea IV and supports native plants and animal life, as well as linkages between larger areas of off-site natural open space. The MHPA is located south of the proposed project site within Deer Canyon, north of and adjacent to the project site through McGonigle Canyon, and further north through the majority of La Zanja Canyon. A portion of the MHPA is located in the northwest corner of the property.

Elevations on the site range from approximately 280 to 420 feet above mean sea level (MSL). The project area consists primarily of vegetation supporting non-native annual grassland and disturbed native plant communities. Based on species composition and

general physiognomy, seven habitat types are present on-site (see Biological Resources discussion below). Historically, the site was used for grazing and agriculture from 1966 through 1978, and again from 1982 through 1991. Presently, the site is undeveloped.

III. ENVIRONMENTAL ANALYSIS: See attached Initial Study checklist.

IV. DISCUSSION:

The project files and reports referred to below are available for public review on the Fifth Floor of the Development Services Department, Land Development Review Division, 1222 First Avenue, San Diego, CA, 92101.

The following environmental issues (Biological Resources, Historical Resources, Hydrology/Water Quality, Land Use/MSCP, Paleontological Resources, Public Services/Utilities, Transportation/Circulation and Human Health/Public Safety) were considered during the review of the project and determined to be significant or potentially significant:

#### Biological Resources

##### *Existing Conditions --*

A biological survey and report were completed for the project by Dudek and Associates, Inc. (*Biological Resources Technical Report and Impact Analysis for the Torrey Ranch Project*, February 2002). According to the biology report, vegetation on-site consists of seven broad plant communities including three native plant communities. The three native plant communities include disturbed coastal sage scrub (DCSS), southern mixed chaparral (SMC) and southern willow scrub (SWC). The remaining four altered or non-native habitat types include non-native annual grassland (NNGL), ruderal lands, disturbed habitat and developed habitat. All of these habitats, except disturbed, developed, and ruderal, are considered to be sensitive habitat types and require mitigation per the City of San Diego's Environmentally Sensitive Lands (ESL) Guidelines.

According to the report, implementation of the proposed project would result in impacts to three sensitive plant species - - Nuttall's scrub oak (*Quercus dumosa*, approximately 60 individuals), San Diego marsh-elder (*Iva hayesiana*, 1 individual), and California adolphia (*Adolphia californica*, 1 individual). None of these species are considered "covered" under the City's MSCP. Impacts to these non-covered species are considered to be mitigated through securing appropriate habitat. No narrow endemic plant species, as identified in the City's MSCP Subarea Plan, were observed on the project site. No sensitive plants were observed off-site within the impact area for the sewer line.

Project implementation would also potentially impact one federally-listed threatened wildlife species, the coastal California gnatcatcher (*Polioptila californica californica*), and would result in the loss of foraging habitat for the white-tailed kite (*Elanus*

*caeruleus*) and northern harrier (*Circus cyaneus*). No sensitive wildlife species were identified within the proposed off-site sewer line area. The California gnatcatcher and northern harrier are considered “covered” under the MSCP.

Table 1 below summarizes the amounts of on-site habitat impacts:

**Table 1:  
Torrey Ranch On-Site Habitat Impacts**

HABITAT TYPE	TIER	ACRES OF IMPACT	LOCATION OF HABITAT
Disturbed Coastal Sage Scrub	II	11.2	Outside MHPA
Chaparral	IIIA	2.3	Outside MHPA
Annual Grassland	IIIB	14.4	Outside MHPA
Annual Grassland	IIIB	0.2	Inside MHPA
Disturbed Habitat	IV	0.1	Outside MHPA
Developed Habitat	IV	2.4	Outside MHPA
Ruderal	IV	0.7	Outside MHPA
Southern Willow Scrub	Wetland	0.9	Outside MHPA
<b>TOTALS</b>		<b>32.2</b>	

#### *Upland Habitat Impacts and Mitigation --*

Mitigation for impacts to upland habitats is proposed using a combination of on-site revegetation and the purchase of suitable, off-site mitigation land. This project proposal assumes that all off-site mitigation land will be located within the MHPA and all mitigation amounts have been calculated accordingly. However, if the off-site mitigation land is not located within the MHPA, the required mitigation ratios will increase, as required by the *City of San Diego Land Development Manual Biology Guidelines*. Please see the attached Mitigation Monitoring and Reporting Program (MMRP) for more detailed description of mitigation requirements and information. Below is a brief discussion of the proposed mitigation for each habitat tier.

Impacts to 11.2 acres of Tier II disturbed coastal sage scrub habitat outside of the MHPA would be mitigated with coastal sage scrub or equivalent Tier II or better habitat. 1.7 acres of coastal sage scrub would be revegetated on-site. The remaining 9.5 acres would be preserved inside the MHPA off-site, at a 1:1 ratio, for a requirement of 9.5 acres. If the preservation occurs outside of the MHPA, a 1.5:1 ratio would be utilized.

Impacts to 2.3 acres of Tier IIIA southern mixed chaparral habitat outside of the MHPA would be mitigated with southern mixed chaparral, or equivalent Tier IIIB or better habitat. Mitigation would occur off-site within the MHPA at a 0.5:1 ratio, for a requirement of 1.15 acres. If the preservation occurs outside the MHPA, a 1:1 ratio would be utilized.

Impacts to 14.4 acres of Tier IIIB non-native grassland outside of the MHPA would be



mitigated with non-native grassland or equivalent Tier IIIB habitat, which has been revegetated to native habitat or better. Mitigation would occur off-site within the MHPA at a 0.5:1 ratio, for a requirement of 7.2 acres. If the preservation occurs outside the MHPA, a 1:1 ratio would be utilized.

Impacts to 0.2 acre of Tier IIIB non-native grassland inside of the MHPA would be mitigated via the onsite revegetation of 0.2 acre of non-native grassland to Tier II habitat.

The project would also require the grading of 0.3 acre of non-native grassland located off-site within the Poway School Preserve. The grading area is located within the MHPA and would result in a slope that would be revegetated to coastal sage scrub habitat. Upon completion of the project, the graded slope would remain in the MHPA. The Subarea IV Plan indicates that a limited amount of graded slopes is allowable within the MHPA areas and the required mitigation has been included in the project MMRP.

Any off-site mitigation proposed outside of Subarea IV would cause the mitigation acreage amounts to double in compliance with the Subarea IV EIR, unless no mitigation land is available within Subarea IV. Table 2 below summarizes the upland impacts and mitigation for this project:

**Table 2:  
Torrey Ranch Upland Impacts and Mitigation**

HABITAT TYPE	TIER	ACRES OF IMPACT	LOCATION OF IMPACT	REVEGETATION	REQUIRED MITIGATION RATIO (INSIDE MHPA)	OFFSITE MITIGATION (ACRES)
Disturbed Coastal Sage Scrub	II	11.2	Outside MHPA	1.7	1:1	9.5
Chaparral	IIIA	2.3	Outside MHPA	0.0	0.5:1	1.15
Annual Grassland	IIIB	14.4	Outside MHPA	0.0	0.5:1	7.2
Annual Grassland	IIIB	0.2	Inside MHPA	0.2	1:1	--
Offsite Poway Preserve Annual Grassland	IIIB	0.3	Inside MHPA	0.3	1:1	--
Ruderal/Disturbed/Developed	IV	3.2	Outside MHPA	0.0	0:0	--
<b>TOTALS</b>		<b>31.6</b>		<b>2.2</b>		<b>17.85</b>

\* If mitigation does NOT occur within the MHPA, required mitigation ratios will increase.

*Wetlands Impacts and Mitigation --*

The proposed project would result in unavoidable impacts to 0.9 acre of southern willow scrub and 0.03 acre of unvegetated non-wetland waters of the U.S. The waters of the U.S. are ephemeral in nature in that they contain water irregularly during the year or not at all and only after rainfall events. They are not considered wetlands according to City

of San Diego guidelines but must be mitigated in compliance with resource agency requirements.

Impacts to 0.93 acre of wetland habitat would be mitigated by creating, at a 3:1 ratio, a total of 2.8 acres of wetland habitat. In order to ensure no net loss of wetlands, the City requires the creation and/or restoration of wetland habitat at an amount equal to the amount impacted. The balance of the mitigation obligation may be satisfied through wetland enhancement. This project proposes to create 2.8 acres of wetland habitat with no enhancement, thus ensuring no net loss of wetland habitat.

Of the 0.7 acre of the proposed wetland creation to occur on-site, 0.65 acre of southern willow scrub would be located within the newly-created channel at the southern boundary of the proposed residential development site. Hydrology for this channel would be provided by storm water runoff from the surrounding vegetated slopes and an adjacent storm drain outlet. Runoff from this storm drain originates from the school and residential sites and would be treated before being released into the wetlands. A 0.9 acre buffer ranging in width from 20 to 40 feet has also been provided around the channel to protect wetland functions. 0.05 acre of freshwater marsh would be created within the terraced weirs located immediately west of the channel. A wetlands mitigation plan which addresses installation and monitoring has been reviewed and accepted by City staff.

The remaining 2.1 acres of wetland creation would occur immediately downstream within McGonigle Canyon. The *McGonigle Canyon Final Wetland Mitigation Plan* has been reviewed and accepted by City staff and has been designed to mitigate wetland impacts for five projects in Subarea IV. This plan creates and restores approximately 29 acres in the bottom of upper McGonigle Canyon. This plan has been prepared and revised in response to review and comment by the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (FWS) and the U.S. Army Corps of Engineers (ACOE). A summary table of required wetlands mitigation is shown below:

**Table 3:  
Torrey Ranch Wetlands Impacts and Mitigation**

HABITAT TYPE	IMPACT (ACRES)	MITIGATION RATIO	MITIGATION REQUIRED (ACRES)	WETLAND CREATION TYPE	ACRES
Southern Willow Scrub	0.9	3:1	2.7	On-Site Southern Willow Scrub	.65
Waters of the U.S. (non-City jurisdictional)	0.03	3:1	.09	On-Site Freshwater Marsh	.05
				McGonigle Canyon Wetlands	2.1
<b>TOTALS</b>	<b>0.93</b>		<b>2.79</b>		<b>2.8</b>

*Off-Site Sewer Impacts --*

This project may also require additional off-site impacts to the west of the project area, within the proposed MHPA trail, for the construction of a sewer line connection with the existing McGonigle Canyon trunk sewer. This sewer connection is to serve four

proposed projects in Subarea IV. The first of the four projects to apply for and receive approved grading plans is responsible for the sewer line installation and mitigation for its associated impacts. Please refer to the Land Use/MSCP section of this document for a more detailed discussion of this issue. A table of the proposed off-site sewer impacts and mitigation is shown below.

**Table 4:  
Torrey Ranch Off-Site Sewer Line Impacts and Mitigation**

HABITAT TYPE	TIER	ACRES IMPACTED	LOCATION OF IMPACT	REQUIRED MITIGATION RATIO (INSIDE MHPA)	OFFSITE MITIGATION (ACRES)
Chamise Chaparral	IIIA	0.5	Outside MHPA	0.5:1	0.25
Annual Grassland	IIIB	0.3	Outside MHPA	0.5:1	0.15
Disturbed/Developed	IV	0.5	Outside MHPA	0:0	0.0
		0.5	Inside MHPA	0:0	0.0
<b>TOTALS:</b>		<b>1.8</b>			<b>0.4</b>

\* If mitigation does NOT occur within the MHPA, required mitigation ratios would increase.

The Westview High School, which is located to the east of the Torrey Ranch site, impacted a total of 2.4 acres of the Torrey Ranch site in order to implement the proposed plan for the school. This impact was fully permitted by the resource agencies and mitigated per the permits. The mitigated negative declaration for the high school addresses this impact and describes the mitigation program (Final Mitigated Negative Declaration, Westview Highschool Subarea IV - Torrey Highlands, SCH#98111019).

Total project related biological impacts 34.3 acres, which includes 32.2 acres of impact on-site and 2.1 acres off-site.

Section V of the MND lists the mitigation measures for impacts to biological resources which would reduce project related biological impacts to below a level of significance.

### Historical Resources

#### *Subsurface Resources --*

The project property was surveyed as part of the overall historical resources survey for Subarea IV (*Historical/Archaeological Survey Report for the Torrey Highlands Subarea IV Future Urbanizing Area, San Diego, California, DEP No. 93-0152*, Gallegos and Associates, March 1996), and subsequent site specific test programs were also conducted for the Torrey Ranch property (*The Torrey Ranch Cultural Resource Test Program San Diego County California*, Gallegos and Associates, October 2000 and *Cultural Resource Test Program for CA-SDI-12508 San Diego, California*, Gallegos & Associates, July 2001). The test programs included a site survey, collection of surface artifacts, excavation of 1x1-m units, artifact analysis, special studies, and a determination of site significance.

Three cultural resource sites are located within the Torrey Ranch property -- Site CA-SDI-12507, Site CA-SDI-12508, and Site CA-SDI-5325. Site CA-SDI-12507 has been severely impacted by road construction and grading. The site appears to have been utilized as a cobble testing and reduction site. The site was not identified as a significant historical resource because of the low density of surface cultural material recovered coupled with the absence of a subsurface deposit, indicated limited research potential for the site. Site CA-SDI-12508 appears to have been used as a temporary camp. The site has been previously graded and used for agricultural purposes. Due to its highly disturbed nature and limited range of artifacts, it was also not identified as a historically significant resource and was also not recommended as eligible for listing in the California Register of Historical Resources. Site CA-SDI-5325 appears to have been used as a large habitation site and was identified as a historical resource due to its good condition and potential to yield important information. A limited one-percent sample data recovery effort was also completed in the portion of CA-SDI-5325 to be impacted by the proposed development.

Because the proposed project has the potential to impact this significant resource, an MMRP is required. The MMRP specifies preservation of a portion of the site, an enhanced data recovery program to be conducted within the portion of the site to be disturbed and monitoring during construction. The MMRP would be implemented pursuant to the *Cultural Resource Mitigation Plan for Torrey Ranch, Site CA-SDI-5325 City of San Diego, California*, prepared by Gallegos & Associates, October 2000. Implementation of the MMRP would reduce project impacts to historical resources to below a level of significance.

#### Hydrology/Water Quality

The project would result in an incremental increase in impervious surfaces and any runoff from the site would drain into the City's existing storm drain system. The site would be appropriately landscaped and dissipation devices would be provided where appropriate. Storm drains serving the project site eventually drain into the Los Penasquitos Lagoon and the Pacific Ocean. Los Penasquitos Lagoon is considered to be an impaired water body with non-attainment standards for sedimentation according to the Clean Water Act Section 303(b) list, dated May 19, 1999. Therefore, the Torrey Ranch project has the potential to create hydrology/water quality impacts. To avoid or reduce impacts during construction and long-term use of the site, implementation of a Storm Water Pollution Prevention Plan (SWPPP) and a permanent water quality management plan would be required for development of the site. The SWPPP and permanent water quality features would be designed in accordance with the City's engineering standards to the satisfaction of the City Engineer and the Regional Water Quality Control Board. The approved SWPPP and permanent maintenance plan would include Best Management Practices (BMPs) and Best Available Technologies (BATs) available for pollution control and erosion/siltation control. Post-construction BMPs proposed for the project include storm water treatment units incorporated in drainage areas along Torrey Meadows Drive. These project elements have been incorporated into the MMRP and would be made conditions of the development permits (see Section V of the attached MND). Therefore, impacts to

hydrology/water quality would be reduced to below a level of significance.

#### Land Use/MSCP

Due to a modification in the project design from that shown in the Subarea IV EIR, a boundary adjustment for the MHPA is proposed. The area proposed to be added to the MHPA within Subarea IV from the Torrey Ranch project totals 1.7 acres (Dudek, February 2002). The area proposed to be removed from the MHPA within the Torrey Ranch project totals 0.9 acre. Projects proposing MHPA boundaries that differ from the MHPA boundaries shown in the adopted plans must be determined to be functionally equivalent to the MHPA boundary in the adopted plans. The City of San Diego's MSCP Subarea Plan allows adjustments to the MHPA if the adjustment would result in the same or higher biological value for the preserve. A functional equivalency analysis was conducted for the Torrey Ranch project site based on the MHPA boundaries included in the City's adopted Subarea IV Plan (Dudek, February 2002). It was determined that the boundary adjustment would be functionally equivalent or improved over the MHPA boundaries originally incorporated in the Subarea IV Plan. Therefore, the project is consistent with the MHPA.

A total of 0.8 acre of project related impacts would occur within the MHPA. Of this amount, 0.3 acre would be caused by grading on the Poway School Preserve area (see Biological Resources Section). Limited amounts of slope grading are allowed within MHPA areas and the 0.3 acre of impact would be revegetated with coastal sage scrub, which would preclude a significant impact.

The remaining 0.5 acre of impact within the MHPA would result from the installation of the required off-site trail/access road/sewer line, which has been analyzed in the Biological Resources Section of this document. The installation of the sewer line within the MHPA would not create a significant land use impact as utility lines and trails are an acceptable use within the MHPA. Please see the biology section of this document for a discussion the impacts related to the sewer line installation.

Because of the project's proximity to the MHPA, it is subject to the MSCP Subarea Plan Land Use Adjacency Guidelines. The guidelines include elements such as fencing which does not interfere with wildlife movement, placement of artificial light away from the MHPA, prohibition of exotic, invasive plant species and limitation of construction impacts during the breeding season. These elements have been incorporated into the MMRP and would be made conditions of the development permits (see Section V of the attached MND). These measures would reduce Land Use/MSCP impacts to below a level of significance.

#### *City Council Policy No. 400-14 --*

City Council Policy No. 400-14 addresses the placement of sewer lines in canyons and other environmentally sensitive lands. The purpose of the policy is to establish a feasibility and planning framework for the redirection of sewage away from canyons and other environmentally sensitive lands by considering the quantitative and qualitative costs

and benefits of the alternatives. Additionally, a cost-benefit analysis must be conducted before new sewer lines are installed in such areas. This analysis has been completed and has determined that the cost of redirecting the sewer line would exceed 135% of the cost required to connect with the existing sewer trunk in McGonigle Canyon. Additionally, the sewer line would be installed within the proposed MHPA trail area, thereby reducing additional impacts to sensitive lands. The trail itself would also function as the sewer line access road, reducing the potential for further sensitive land encroachment during sewer repair activities. Therefore, installation proposed sewer line connection with the existing trunk sewer line in McGonigle Canyon complies with City Council Policy No. 400-14.

#### Paleontological Resources

According to the Geotechnical Investigation (GEOCON, December 2001) the project site is underlain by the Mission Valley, Lindavista and Delmar Formations. These formations have a high potential for yielding paleontological resources, including fossil remains of marine invertebrates and rare vertebrates. The grading plan indicates project grading quantities to be 957,100 cubic yards up to depths of 77 feet; therefore, there is a potential for project related impacts to fossil resources. Paleontological monitoring (including a report of either negative or positive findings) and curation would be required during grading operations (see Section V of the attached MND) to reduce impacts to below a level of significance.

#### Public Services/Utilities

##### *Fire Protection --*

Project development would increase demand on existing fire protection services. It is the Fire Department's goal to have a maximum response time of 6.0 minutes. At the time the Torrey Highlands Subarea Plan EIR was written, City fire stations were not in place to provide a first response time within six minutes. Currently, the City's best response time is from Station 40 on Salmon River Road, at approximately 8.0 minutes to the site. Development of the project would have a short-term significant impact on the City Fire Department's ability to provide an acceptable level of service as discussed in the Torrey Highlands Subarea Plan. A short-term significant impact would occur until roadways in Subarea IV are fully constructed allowing response times to decrease to six minutes or less. Sprinklers are required for those structures in areas where the response time exceeds 6.0 minutes. Prior to occupancy, response times would be recalculated and sprinklers would be provided in all structures with a fire department response time exceeding 6.0 minutes to the satisfaction of the City Fire Marshall and LDR's ERM. Compliance with the 6.0 minute response time or sprinkler installation would be required (see Section V of the attached MND) and would reduce impacts to below a level of significance.

#### Transportation/Circulation

A transportation analysis was prepared as a technical appendix for the Torrey Highlands Subarea IV (LDR No. 93-0152) Plan EIR by Kimley-Horn & Associates (1996). The

Torrey Ranch project is consistent with the land use assumptions (i.e. unit types and count) on which the transportation analysis was based. Daily trips would not negatively impact planned traffic volume, transportation systems, or circulation. This project would contribute to the cumulative significant traffic impacts identified in the Subarea IV EIR. Please see section V of the MND for specific traffic impact mitigation requirements for this project. The Subarea IV EIR identified that cumulative traffic impacts for the Torrey Highlands Subarea Plan would only be partially mitigated by the required mitigation measures. A statement of overriding considerations was adopted by the City Council for cumulative transportation impacts (See Torrey Highlands Subarea Plan EIR).

A total of 246 parking spaces would be provided on-site, where 212.5 spaces are required. Therefore, off-site parking would not be impacted as adequate parking would be provided on-site with surface parking. The project has been designed to enhance safety and traffic flow and is subject to all City Engineering Safety Standards. Transportation/Circulation mitigation has been incorporated into the MMRP and would be made conditions of the development permits (see Section V of the attached MND). The MMRP compliance which includes the construction of roads, curbs, gutters and installation of traffic signals would reduce direct project impacts to below a level of significance.

#### Human Health/Public Safety

Due to the historical use of the project area for agricultural activities, the Subarea IV EIR identified potential significant impacts from contaminated soils due to the possible use of pesticides and/or fertilizers. These toxic substances create a potential health hazard to people, animal and/or plant populations. As mitigation, the Subarea IV EIR requires that a Phase I Site assessment be conducted by a qualified hazardous waste consultant prior to site grading. This assessment must include soil sampling and analysis for the presence and/or concentration of chlorinated herbicides and pesticides. Compliance with the MMRP requirements for a Phase I Site assessment and the removal of any contaminated soil would mitigate impacts to below a level of significance.

*The following environmental issues (Aesthetics / Neighborhood Character and Geology / Soils) were considered during the review of the project and were determined not to be significant.*

#### Aesthetics/Neighborhood Character

The natural landforms and visual quality on-site would be altered by the proposed development. Throughout Torrey Highlands Subarea IV, the existing character is changing from rural to urban. The development proposed on-site is consistent with planning documents for development, including the Subarea IV, Torrey Highlands EIR, which fully analyzed impacts to aesthetics/neighborhood character.

The maximum height of cut slopes would be 60 feet and fill slopes would be 70 feet. The project proposes 2,230 linear feet of geogrid retaining walls along the western and northern edge of the park site, to allow for the construction of the required MHPA trail

area. The maximum height of retaining walls on-site would be 13 feet with an average height of less than 8 feet. The wall material would be an open-cell design with landscaped plantings within the wall. The retaining walls would also be screened by ground-planted landscaping and covered with vines to reduce the visual impact. A maximum 2:1 slope ratio is proposed for all cut and fill slopes. Revegetated slopes within the MHPA boundary would be contour graded at gradients ranging from 10:1 to 2:1, with the toe blending naturally into the existing topography. No public views would be blocked by the proposed project. The project would conform to all applicable grading, height, bulk, setback and design standards.

### Geology/Soils

The site is located primarily in Geologic Hazard Zone 53 (level or sloping terrain, unfavorable geologic structure, with low to moderate risk to development) according to City of San Diego's "Seismic Safety Study". There is also a small area of Geologic hazard Zone 52 (other level areas, gently sloping to steep terrain, favorable geologic structure, with low risk to development) located at the far southwest corner of the property in the park site.

A Geotechnical Investigation was prepared for the project by GEOCON (*Geotechnical Investigations, Torrey Ranch*, December 2001) in response to a mitigation measure in the Torrey Highlands Subarea Plan EIR. According to the report, the site is characterized by moderately steep-sided canyon slopes located along the central portion of the property and two ridges located at the southwestern and northeastern property boundaries. The soil conditions encountered at the site vary from low to medium expansive, sandy cobble and silty to clayey sands of the Lindavista and Mission Valley Formations to medium to highly expansive, clayey topsoils, colluvium, and claystones/siltstones within the surficial units. Groundwater is not anticipated to adversely impact the development of the property. The site is not located on any known active or potentially active fault trace and no landslide deposits were observed or encountered during investigations. The potential for seismic-induced liquefaction occurring on the subject site after development was determined to be negligible. The report concluded that no soil or geologic conditions exist that preclude the development of the site provided that the recommendations of the report are followed. No significant geologic hazards were identified and no CEQA geology mitigation is required.

## V. RECOMMENDATION:

On the basis of this initial evaluation:

- The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.

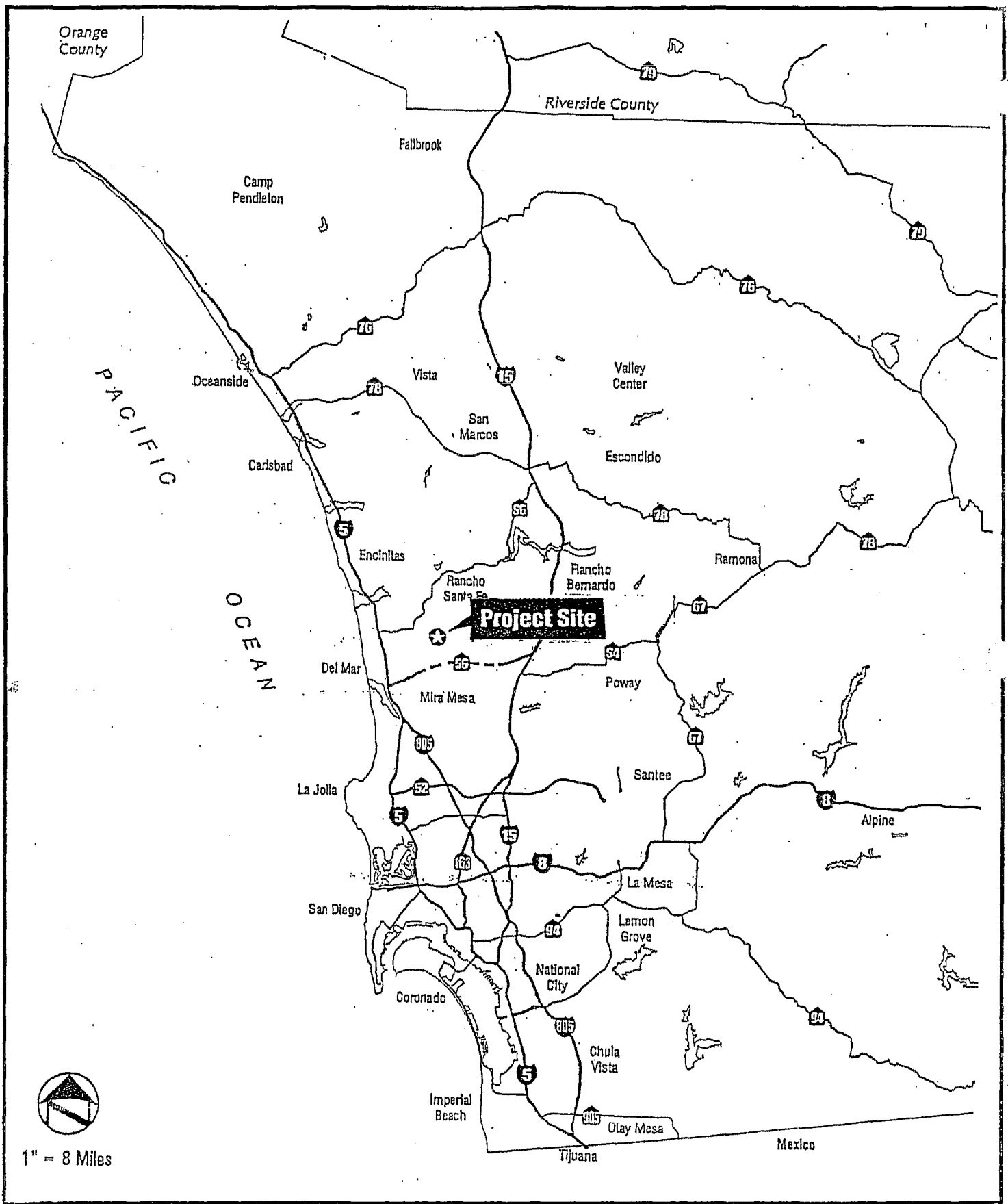


— The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

PROJECT ANALYST: Paul Godwin

Attachments:

- Figure 1 - Regional Location Map
- Figure 2 - Project Location Map
- Figure 3 - Site Plan
- Figure 4 - Biological Resources Map
- Figure 5 - On-Site Wetlands Mitigation Map
- Figure 6 - Off-Site Sewer Location Map
- Initial Study Checklist



# REGIONAL LOCATION MAP

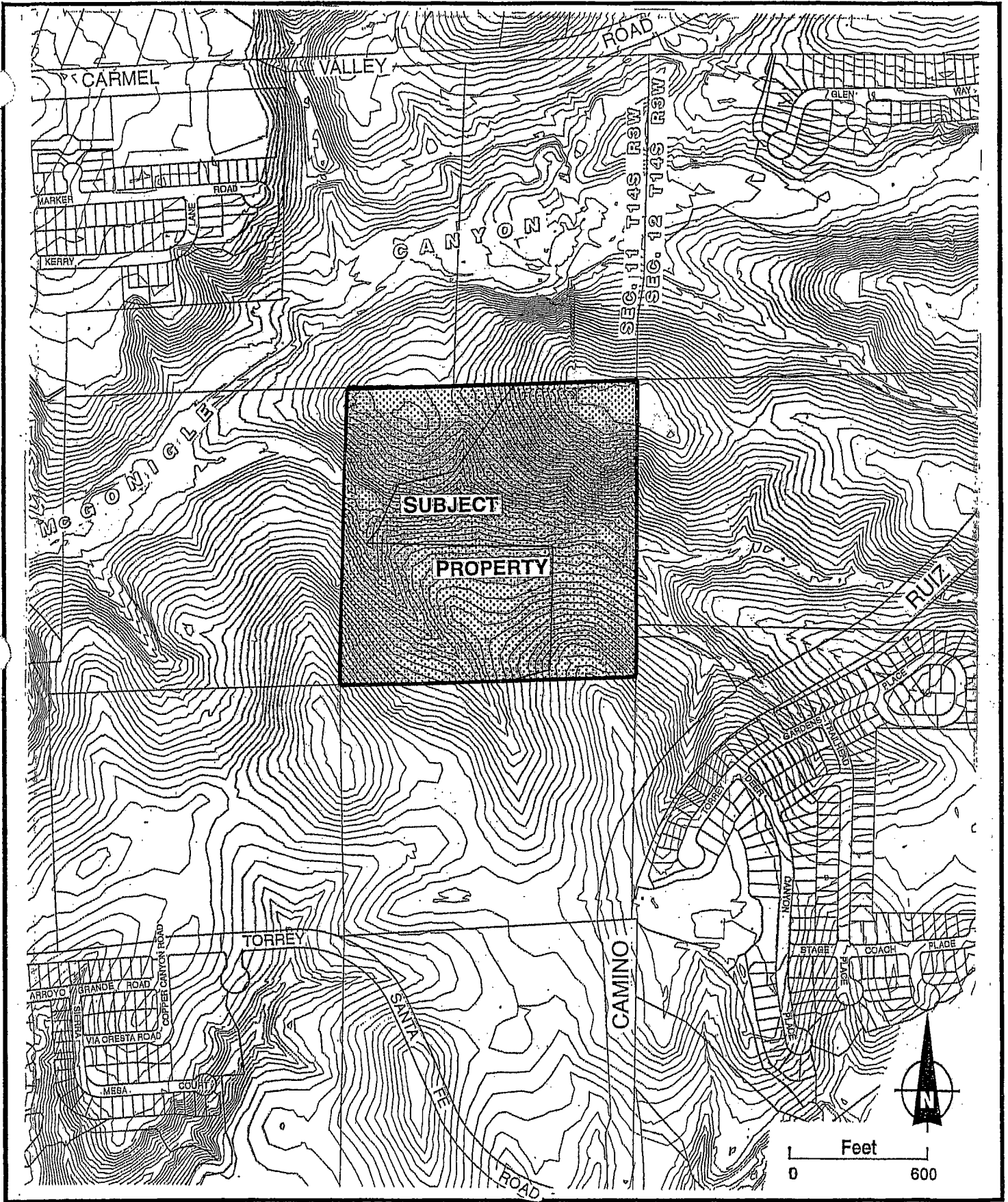
Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

Figure

1





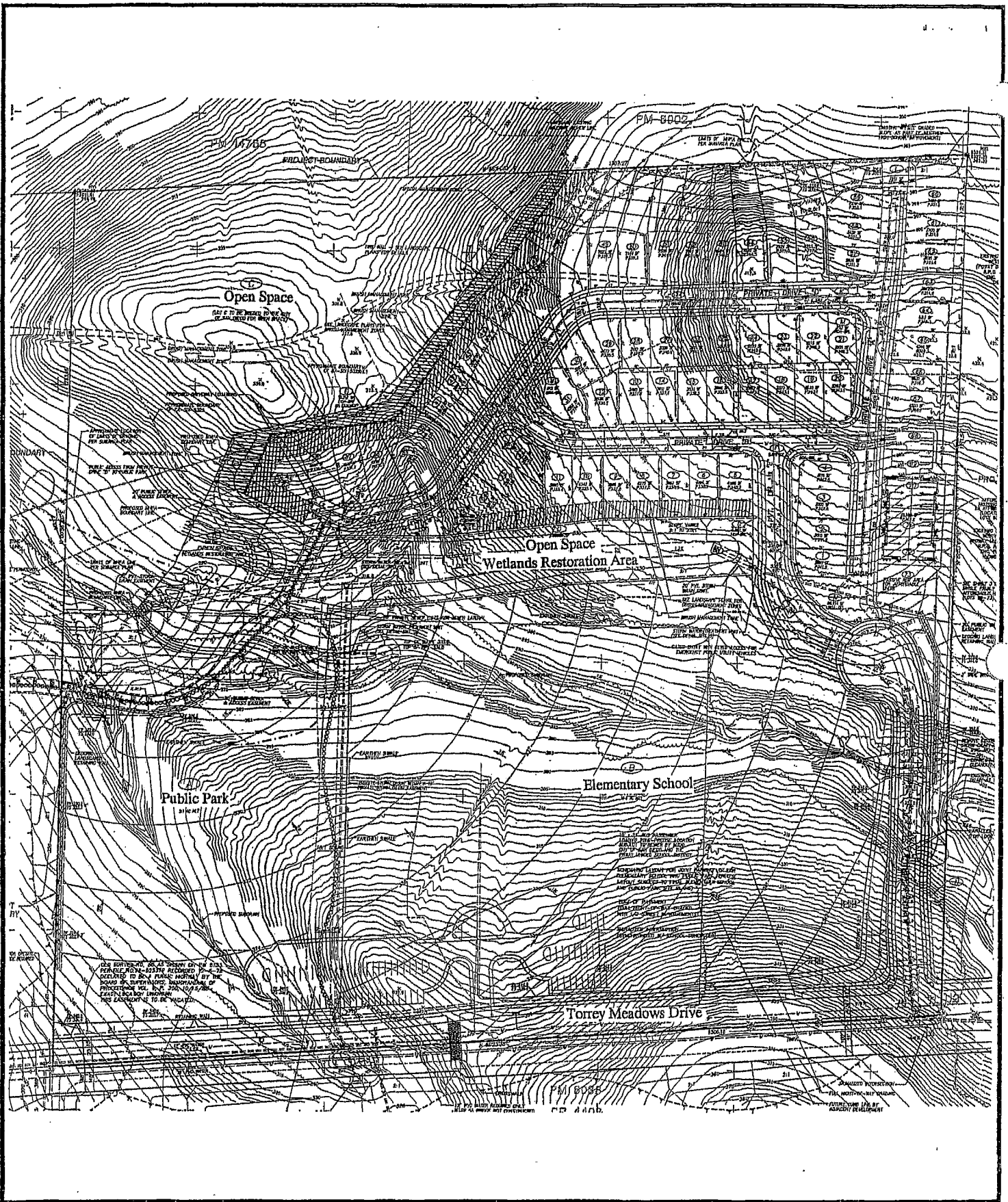
# TORREY RANCH PROJECT LOCATION

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

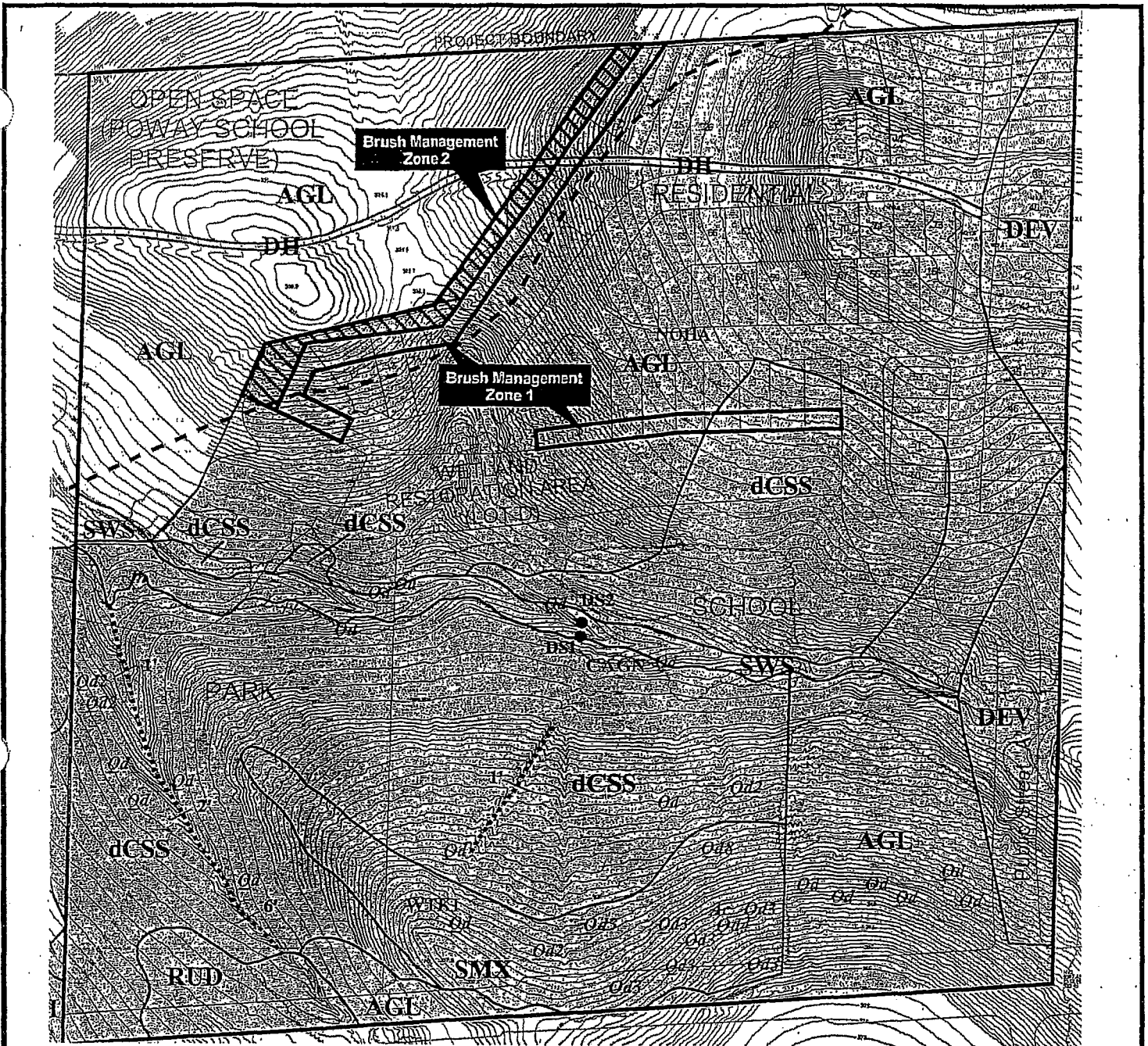
Figure  
**2**











**TORREY RANCH SITE PLAN**  
**Environmental Analysis Section**  
**CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT**

Figure  
**3**



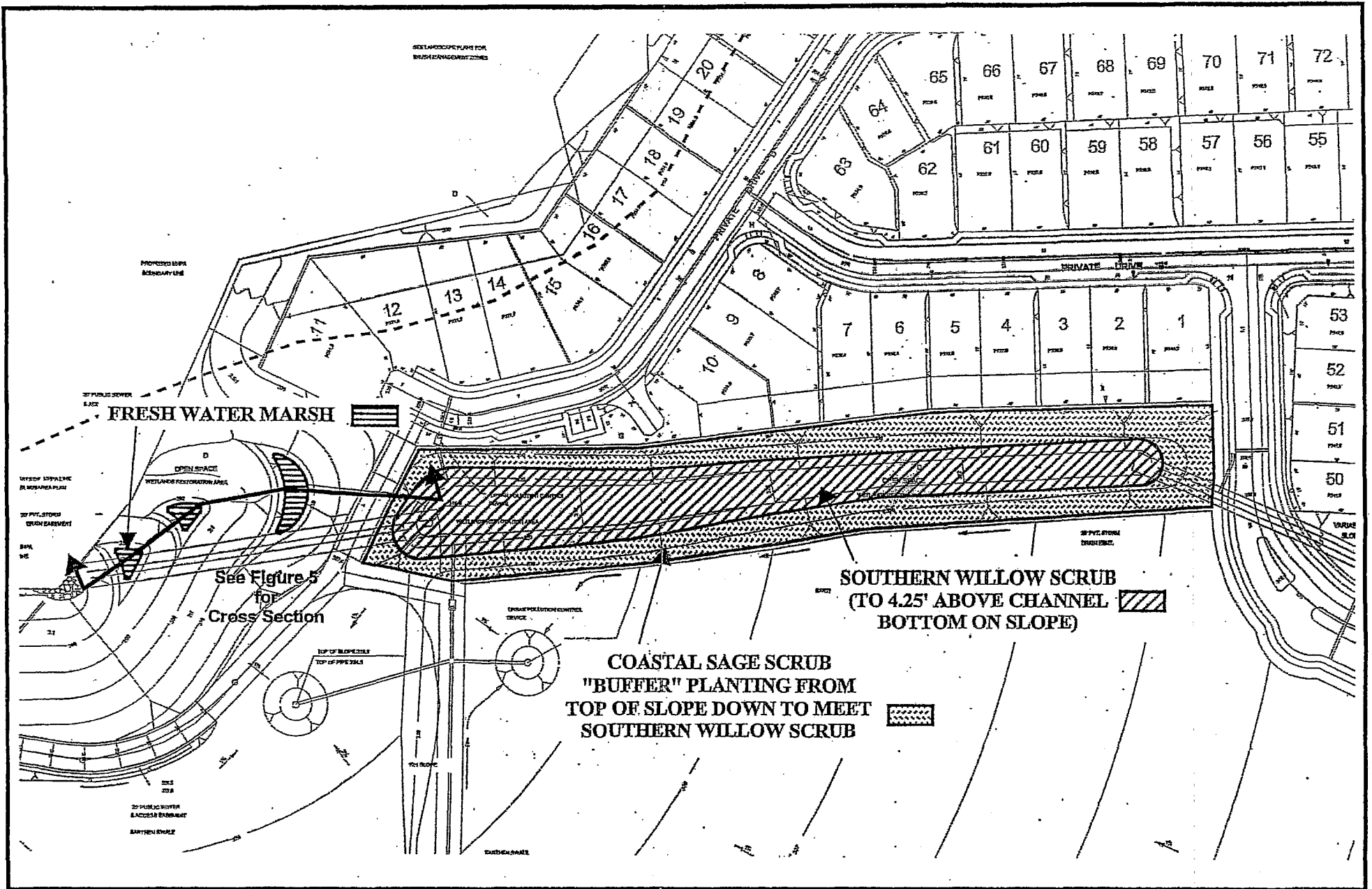
 Project Boundary  Vegetation Boundary  MHPA Boundary  Limits of Grading  Brush Management Zone 1  Brush Management Zone 2	<b>Sensitive Animal Species:</b> CAGN California gnatcatcher NOHA Northern harrier WTKI White-tailed kite	<b>Vegetation Types/Landcovers:</b> AGL Annual Grassland CC Chamise Chaparral dCSS disturbed Coastal Sage Scrub DH Disturbed Habitat DEV Developed Land RUD Ruderal SMX Southern Mixed Chaparral SWS Southern Willow Scrub
	<b>Sensitive Plant Species:</b> Ac California adolphia Ih Iva hayesiana Qd Quercus dumosa (Number indicates individual plant count)	



**TORREY RANCH BIOLOGICAL RESOURCES**  
 Environmental Analysis Section  
 CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

Figure  
**4**



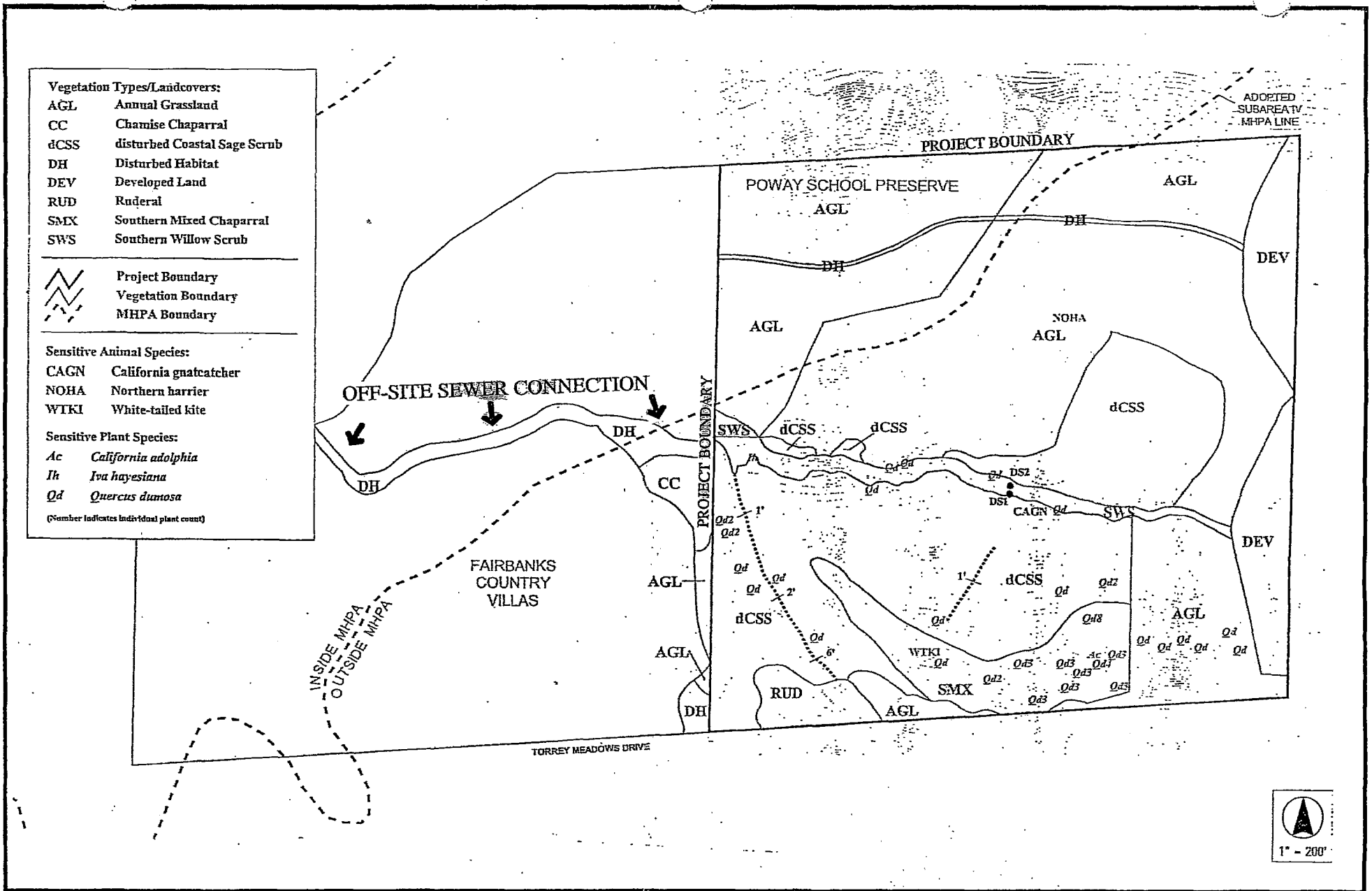


# TORREY RANCH ON-SITE WETLANDS MITIGATION

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

Figure  
**5**



# TORREY RANCH OFF-SITE SEWER CONNECTION

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

Figure  
**6**

Initial Study Checklist

Date: April 19, 2002

LDR No.: 99-1331

Name of Project: Torrey Ranch

III. ENVIRONMENTAL ANALYSIS:

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

Yes    Maybe    No

I. AESTHETICS / NEIGHBORHOOD CHARACTER – Will the proposal result in:

- A. The obstruction of any vista or scenic view from a public viewing area? —    —    X  
No such vistas or views have been identified on or adjacent to the subject site.
  
- B. The creation of a negative aesthetic site or project? —    —    X  
The project proposal includes architectural design guidelines. See 1-C.
  
- C. Project bulk, scale, materials, or style which would be incompatible with surrounding development? —    —    X  
The project would comply with all applicable grading, height, bulk, setback and design standards.
  
- D. Substantial alteration to the existing character of the area? —    —    X  
The project area is central to an area currently being built out, so existing character is changing from rural to urban throughout Subarea IV. The project is



Yes    Maybe    No

consistent with planning documents for development.

- E. The loss of any distinctive or landmark tree(s), or a stand of mature trees?  
No distinctive or landmark trees have been identified on the subject property.      —      —      X
  
- F. Substantial change in topography or ground surface relief features?  
The terrain would change consistent with the Subarea Plan in order to accommodate the proposed development.      —      —      X
  
- G. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent?  
Significant visual impacts would be precluded by utilizing sensitive landscaping and grading. See I-F.      —      —      X
  
- H. Substantial light or glare?  
No highly reflective surfaces are proposed. Lighting would be required to meet all City Standards and Multiple Species Conservation Program (MSCP) adjacency standards.      —      —      X
  
- I. Substantial shading of other properties?  
The proposed residential project would adhere to all applicable setbacks and height limits to prevent substantial shading.      —      —      X

II. AGRICULTURE RESOURCES / NATURAL RESOURCES / MINERAL RESOURCES  
– Would the proposal result in:

- A. The loss of availability of a known mineral resource (e.g., sand or gravel) that would be of value to the region and the residents of the state?  
No such resources exist on-site.      —      —      X
  
- B. The conversion of agricultural land to nonagricultural use or impairment of the

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
agricultural productivity of agricultural land?	—	—	<u>X</u>
<u>The loss of agricultural land throughout Subarea IV was previously analyzed in the EIR (LDR No. 93-0152). According to the EIR, a portion of the site is located in prime agricultural land (Figure IV-I-2). The EIR concluded that impact to agricultural lands are cumulatively significant and unmitigable.</u>			

III. AIR QUALITY – Would the proposal:

- |                                                                                                                                                                                                                                                                                                                    |   |   |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|
| A. Conflict with or obstruct implementation of the applicable air quality plan?<br><u>Air quality impacts were addressed in the Subarea IV EIR (LDR No. 93-0152), which identified cumulatively significant and unmitigable regional air quality impacts and less than significant direct air quality impacts.</u> | — | — | <u>X</u> |
| B. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?<br><u>See III-A.</u>                                                                                                                                                                            | — | — | <u>X</u> |
| C. Expose sensitive receptors to substantial pollutant concentrations?<br><u>See III-A.</u>                                                                                                                                                                                                                        | — | — | <u>X</u> |
| D. Create objectionable odors affecting a substantial number of people?<br><u>The proposed project is a residential development and is not expected to produce objectionable odors.</u>                                                                                                                            | — | — | <u>X</u> |
| E. Exceed 100 pounds per day of Particulate Matter 10 (dust)?<br><u>Standard dust abatement measures would be used during construction.</u>                                                                                                                                                                        | — | — | <u>X</u> |
| F. Alter air movement in the area of the project?<br><u>The proposal is for a residential development that would comply with all applicable height, bulk and building</u>                                                                                                                                          | — | — | <u>X</u> |

Yes   Maybe   No

setback requirements.

- |                                                                                                                                                                                                                          |   |   |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|
| G. Cause a substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally?<br><u>The proposed residential development would not be expected to alter ambient conditions.</u> | — | — | <u>X</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|

IV. BIOLOGY – Would the proposal result in:

- |                                                                                                                                                                                                                                                                                                             |   |          |   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------|---|
| A. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals?<br><u>Biological mitigation would be required to fully mitigate for on- and off-site impacts. See Section V of the MND and the Initial Study Biological Resources discussion.</u> | — | <u>X</u> | — |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------|---|

- |                                                                                                   |   |          |   |
|---------------------------------------------------------------------------------------------------|---|----------|---|
| B. A substantial change in the diversity of any species of animals or plants?<br><u>See IV-A.</u> | — | <u>X</u> | — |
|---------------------------------------------------------------------------------------------------|---|----------|---|

- |                                                                                                                                                                                                                                          |   |   |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|
| C. Introduction of invasive species of plants into the area?<br><u>Slopes adjacent to open space would be planted with native species. No invasive species would be allowed where they have the potential to invade native habitats.</u> | — | — | <u>X</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|

- |                                                                                                                                                                                                                                                           |   |   |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|
| D. Interference with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors?<br><u>No established wildlife corridors exist within the proposed development footprint.</u> | — | — | <u>X</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|----------|

- |                                                                                                                                                                                 |   |          |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------|---|
| E. An impact to a sensitive habitat, including, but not limited to streamside vegetation, aquatic, riparian, oak woodland, coastal sage scrub or chaparral?<br><u>See IV-A.</u> | — | <u>X</u> | — |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------|---|

- |                                                                                                      |  |  |  |
|------------------------------------------------------------------------------------------------------|--|--|--|
| F. An impact on City, State, or federally regulated wetlands (including, but not limited to, coastal |  |  |  |
|------------------------------------------------------------------------------------------------------|--|--|--|

Yes   Maybe   No

salt marsh, vernal pool, lagoon, coastal, etc.) through direct removal, filling, hydrological interruption or other means?

—   X   —

On-site wetland creation and restoration is included as a part of this project. See Section V of the MND and the Initial Study Biological Resources discussion.

G. Conflict with the provisions of the City's Multiple Species Conservation Program (MSCP) Subarea Plan or other approved local, regional or state habitat conservation plan?

—   X   —

The project would be required to fully comply with the MSCP Subarea Plan, including land use adjacency guidelines. A portion of off-site impacts related to the sewer connection/access road/trail would be located within the Multi-Habitat Planning Area (MHPA).

V. ENERGY – Would the proposal:

A. Result in the use of excessive amounts of fuel or energy (e.g. natural gas)?

—   —   X

The proposed project would consume standard amounts of fuel and energy for a residential development.

B. Result in the use of excessive amounts of power?

—   —   X

See V-A.

VI. GEOLOGY/SOILS – Would the proposal:

A. Expose people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?

—   —   X

A geotechnical report was prepared for the site to determine potential impacts, which found that no conditions existed to preclude the development of the site. See

Yes    Maybe    No

Initial Study Discussion, Section IV,  
Geology/Soils.

- B. Result in a substantial increase in wind or water erosion of soils, either on or off the site?  
Mitigation to control erosion would be required to reduce impacts to below a level of significance. See Section V of the MND - Hydrology/Water Quality.

—    X    —
- C. Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?  
See VI-A.

—    —    X

VII. HISTORICAL RESOURCES – Would the proposal result in:

- A. Alteration of or the destruction of a prehistoric or historic archaeological site?  
Several historical surveys have been performed on-site structures. Data recovery would be required to mitigate impacts to a significant archeological site. Monitoring would be required during construction. See Section V of the MND and Initial Study Discussion, Section IV - Historical Resources.

—    X    —
- B. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site?  
See VII-A.

—    X    —
- C. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object?  
No such structures exist on-site.

—    —    X
- D. Any impact to existing religious or sacred uses within the potential impact area?

—    —    X

Yes    Maybe    No

No such uses are known to occur on the site.

- E. The disturbance of any human remains, including those interred outside of formal cemeteries?

—            —            X

No human remains were identified during the testing program. However, monitoring would be required during construction.

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

- A. Create any known health hazard (excluding mental health)?

—            —            X

According to the County of San Diego's Hazardous Materials and Environmental Assessment Search database, no such hazards exist on the subject property.

- B. Expose people or the environment to a significant hazard through the routine transport, use or disposal of hazardous materials?

—            —            X

The project does not propose to transport, use, or dispose of hazardous materials.

- C. Create a future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)?

—            —            X

The proposed project is a residential development not typically associated with such risks.

- D. Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?

—            —            X

The proposed residential development conforms to the Subarea IV EIR, all applicable building and safety codes, and is in conformance with the Community Plan.

- E. Be located on a site which is included on a

Yes   Maybe   No

list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or environment?  
According to the County of San Diego's Hazardous Materials and Environmental Assessment Search database, no such sites exist on the subject property.

—   —   X

F. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?  
The proposed project is a residential development and therefore would not create a significant hazard to the public or release hazardous materials into the environment.

—   —   X

IX. HYDROLOGY/WATER QUALITY – Would the proposal result in:

A. An increase in pollutant discharges, including down stream sedimentation, to receiving waters during or following construction? Consider water quality parameters such as temperature dissolved oxygen, turbidity and other typical storm water pollutants.  
Mitigation would be required. See Section V of the MND and Section IV, Initial Study Discussion - Hydrology/Water Quality.

—   X   —

B. An increase in impervious surfaces and associated increased runoff?  
The project would cause an incremental increase in impervious surfaces. The site would drain into the City's existing storm drain system, and would be appropriately landscaped. Dissipation devices would be provided where appropriate. See IX-A.

—   X   —

C. Substantial alteration to on- and off-site drainage patterns due to changes in runoff flow rates or volumes?  
See IX-B.

—   —   X

D. Discharge of identified pollutants to

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p>an already impaired water body (as listed on the Clean Water Act Section 303(b) list)?  <u>The Los Penasquitos Lagoon is considered to be an impaired water body due to excess sedimentation. A SWPPP and Best Management Practices would be required. See Section V of the MND and Initial Study Discussion - Hydrology/Water Quality.</u></p>	—	<u>X</u>	—
<p>E. A potentially significant adverse impact on ground water quality?  <u>No such impacts were identified in the geology report.</u></p>	—	—	<u>X</u>
<p>F. Cause or contribute to an exceedance of applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses?  <u>See IX-A. Construction and post-construction mitigation measures required.</u></p>	—	<u>X</u>	—
<p>X. LAND USE – Would the proposal result in:</p>			
<p>A. A land use which is inconsistent with the adopted community plan land use designation for the site or conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over a project?  <u>The project is consistent the Torrey Highland Subarea IV Plan and EIR.</u></p>	—	—	<u>X</u>
<p>B. A conflict with the goals, objectives and recommendations of the community plan in which it is located?  <u>See X-A.</u></p>	—	—	<u>X</u>
<p>C. A conflict with adopted environmental plans, including applicable habitat conservation plans adopted for the purpose of avoiding or mitigating an environmental effect for the area?  <u>Project site development would be consistent with the MSCP Subarea Plan. A portion of off-site impacts related to</u></p>	—	—	<u>X</u>



Yes   Maybe   No

the sewer connection/access road/trail would be located within the Multi-Habitat Planning Area (MHPA). Necessary public facilities are allowed in the MHPA, therefore no conflict would occur.

- D. Physically divide an established community?  
There is no established community on-site. The proposed development would be located adjacent to similar planned future uses. An adequate circulation system would be provided prior to occupancy.      —      —      X
  
- E. Land uses which are not compatible with aircraft accident potential as defined by an adopted airport Comprehensive Land Use Plan (CLUP)?  
The project site is not within a CLUP.      —      —      X

XI. NOISE – Would the proposal result in:

- A. A significant increase in the existing ambient noise levels?  
Residential projects, such as the one proposed, typically do not result in such impacts beyond temporary construction noise impacts.      —      —      X
  
- B. Exposure of people to noise levels which exceed the City's adopted noise ordinance?  
The project would comply with all applicable noise ordinances. See XI-A.      —      —      X
  
- C. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan or an adopted airport Comprehensive Land Use Plan?  
No roadways with traffic levels which would create a significant noise impact are proposed close enough to the project to create an impact.      —      —      X

Yes   Maybe   No

XII. PALEONTOLOGICAL RESOURCES: Would the proposal impact a unique paleontological resource or site or unique geologic feature?  
Monitoring would be required as the project site is underlain by a geologic unit which is known to yield significant paleontological resources. Appropriate mitigation would be proposed. See Section V of the MND and Section IV, Initial Study Discussion - Paleontological Resources.

—   X   —

XIII. POPULATION AND HOUSING – Would the proposal:

A. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?  
The proposed project is consistent with adopted community plans for the area and would not have a negative impact on population growth or existing housing, but rather would provide some relief to the City's current housing shortage. In addition, 13 affordable units would be made available through the project.

—   —   X

B. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?  
No housing would be displaced, as none exists on-site.

—   —   X

C. Alter the planned location, distribution, density or growth rate of the population of an area?  
The proposed project implements the adopted Community Plan.

—   —   X

XIV. PUBLIC SERVICES – Would the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:

A. Fire protection?  
Response times are currently over 6 minutes. Appropriate mitigation has

—   X   —

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<u>been proposed. See Section V of the MND and Section IV, Initial Study Discussion - Public Services/Utilities.</u>			
B. Police protection? <u>See XIV-A.</u>	—	—	<u>X</u>
C. Schools? <u>See XIV-A.</u>	—	—	<u>X</u>
D. Parks or other recreational facilities? <u>A park site would be provided on-site.</u>	—	—	<u>X</u>
E. Maintenance of public facilities, including roads? <u>See XIV-A.</u>	—	—	<u>X</u>
F. Other governmental services? <u>See XIV-A.</u>	—	—	<u>X</u>
XV. RECREATIONAL RESOURCES – Would the proposal result in:			
A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? <u>The project would include a park site and would not require the expansion of public recreational facilities.</u>	—	—	<u>X</u>
B. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? <u>The project would include an off-site trail into the MHPA. This trail has been planned for and would also accommodate access for at least four other projects as well as providing an underlying sewer easement. See section V of the MND and Initial Study - Biological Resources discussion.</u>	—	<u>X</u>	—

Yes   Maybe   No

XVI. TRANSPORTATION/CIRCULATION – Would the proposal result in:

- |                                                                                                                                                                                                                                                                                                                                                                     |   |          |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------|----------|
| <p>A. Traffic generation in excess of specific/<br/>community plan allocation?<br/><u>The proposed project would be<br/>consistent with traffic generation<br/>envisioned for the area.</u></p>                                                                                                                                                                     | — | —        | <u>X</u> |
| <p>B. An increase in projected traffic which is<br/>substantial in relation to the existing traffic<br/>load and capacity of the street system?<br/><u>An adequate circulation system would<br/>be operational prior to occupancy.</u></p>                                                                                                                          | — | —        | <u>X</u> |
| <p>C. An increased demand for off-site parking?<br/><u>Adequate parking would be provided<br/>on-site.</u></p>                                                                                                                                                                                                                                                      | — | —        | <u>X</u> |
| <p>D. Effects on existing parking?<br/><u>The project site is currently<br/>undeveloped. No parking exists on-site.</u></p>                                                                                                                                                                                                                                         | — | —        | <u>X</u> |
| <p>E. Substantial impact upon existing or<br/>planned transportation systems?<br/><u>Project would be located in a developing<br/>area, and shall contribute to an adequate<br/>circulation system provided in<br/>accordance with the Subarea IV EIR.<br/>See XVI-A. See MMRP section V and<br/>Initial Study discussion -<br/>Transportation/Circulation.</u></p> | — | <u>X</u> | —        |
| <p>F. Alterations to present circulation<br/>movements including effects on existing<br/>public access to beaches, parks, or<br/>other open space areas?<br/><u>See XVI-E.</u></p>                                                                                                                                                                                  | — | —        | <u>X</u> |
| <p>G. Increase in traffic hazards for motor vehicles,<br/>bicyclists or pedestrians due to a proposed,<br/>non-standard design feature (e.g., poor sight<br/>distance or driveway onto an access-restricted<br/>roadway)?<br/><u>Project would be subject to City Engineering<br/>Safety Standards.</u></p>                                                         | — | —        | <u>X</u> |

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
H. A conflict with adopted policies, plans or programs supporting alternative transportation models (e.g., bus turnouts, bicycle racks)? <u>See XVI-A.</u>	—	—	<u>X</u>
XVII. UTILITIES – Would the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:			
A. Natural gas? <u>Adequate services would be provided within the Subarea.</u>	—	—	<u>X</u>
B. Communications systems? <u>See XVII-A.</u>	—	—	<u>X</u>
C. Water? <u>See XVII-A.</u>	—	—	<u>X</u>
D. Sewer? <u>See XVII-A.</u>	—	—	<u>X</u>
E. Storm water drainage? <u>See XVII-A.</u>	—	—	<u>X</u>
F. Solid waste disposal? <u>See XVII-A.</u>	—	—	<u>X</u>
XVIII. WATER CONSERVATION – Would the proposal result in:			
A. Use of excessive amounts of water? <u>The proposed project would result in standard residential water consumption.</u>	—	—	<u>X</u>
B. Landscaping which is predominantly non-drought resistant vegetation? <u>Landscaping would comply with the City's Landscape Guidelines.</u>	—	—	<u>X</u>
XIX. MANDATORY FINDINGS OF SIGNIFICANCE:			
A. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or			

Yes   Maybe   No

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?

—   X   —

Biological and Historical Resource monitoring is required, see Section V of the MND.

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

—   —   X

The project's short-term direct impacts would be mitigated.

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

X   —   —

The proposed project would contribute to cumulative, unmitigated impacts to agricultural resources and hydrology/water quality. These impacts have been fully analyzed and disclosed in previous documents, including EIR No. 93-0152. In addition, increased measures to reduce hydrology/water quality impacts are expected to improve regional hydrology/water quality conditions.

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

—   —   X

Yes   Maybe   No

The proposed residential project would have  
no adverse effects on human beings.

## INITIAL STUDY CHECKLIST

### REFERENCES

#### I. Aesthetics / Neighborhood Character

City of San Diego Progress Guide and General Plan.

Community Plan.

Local Coastal Plan.

#### II. Agricultural Resources / Natural Resources / Mineral Resources

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.

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

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

Torrey Highlands, Subarea IV EIR (LDR No. 93-0152).

#### III. Air

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

Regional Air Quality Strategies (RAQS) - APCD.

Site Specific Report: Subarea IV EIR (LDR No. 93-0152)

#### IV. 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.

Community Plan - Resource Element.



California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.

California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.

City of San Diego Land Development Code Biology Guidelines.

Site Specific Report: Biological Technical Report for Torrey Ranch Project, (Dudek and Associates, Inc., February, 2002

V. Energy - N/A

VI. Geology/Soils

City of San Diego Seismic Safety Study.

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

Site Specific Report: Geotechnical Investigation, Torrey Ranch (GEOCON, December 2001).

VII. Historical Resources

City of San Diego Historical Resources Guidelines.

City of San Diego Archaeology Library.

Historical Resources Board List.

Community Historical Survey: \_\_\_\_\_

Site Specific Report: Historical/Archaeological Survey Report for the Torrey Highlands Subarea IV Future Urbanizing Area, San Diego, California, DEP No. 93-0152, (Gallegos and Associates, March 1996); Cultural Resources Test Program for Site CA-SDI-5325, 12507, 12508, Torrey Ranch (Gallegos and Associates, August 2001).

VIII. Human Health / Public Safety / Hazardous Materials

San Diego County Hazardous Materials Environmental Assessment Listing, 1996.

\_\_\_ San Diego County Hazardous Materials Management Division

\_\_\_ FAA Determination

\_\_\_ State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized 1995.

X Airport Comprehensive Land Use Plan.

\_\_\_ Site Specific Report: \_\_\_\_\_

**IX. Hydrology/Water Quality**

\_\_\_ Flood Insurance Rate Map (FIRM).

\_\_\_ Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

X Clean Water Act Section 303(b) list, dated May 19, 1999,  
[http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html).

**X. Land Use**

\_\_\_ City of San Diego Progress Guide and General Plan.

X Community Plan.

X Airport Comprehensive Land Use Plan

\_\_\_ City of San Diego Zoning Maps

\_\_\_ FAA Determination

**XI. Noise**

X Community Plan

\_\_\_ San Diego International Airport - Lindbergh Field CNEL Maps.

\_\_\_ Brown Field Airport Master Plan CNEL Maps.

\_\_\_ Montgomery Field CNEL Maps.

\_\_\_ San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.

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

City of San Diego Progress Guide and General Plan.

Site Specific Report: \_\_\_\_\_

**XII. Paleontological Resources**

City of San Diego Paleontological Guidelines.

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.

Site Specific Report: \_\_\_\_\_

**XIII. Population / Housing**

City of San Diego Progress Guide and General Plan.

Community Plan.

Series 8 Population Forecasts, SANDAG.

Other: \_\_\_\_\_

**XIV. Public Services**

City of San Diego Progress Guide and General Plan.

Community Plan.

**XV. Recreational Resources**

City of San Diego Progress Guide and General Plan.

X Community Plan.

\_\_\_ Department of Park and Recreation

\_\_\_ City of San Diego - San Diego Regional Bicycling Map

\_\_\_ Additional Resources: \_\_\_\_\_

**XVI. Transportation / Circulation**

\_\_\_ City of San Diego Progress Guide and General Plan.

X Community Plan.

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

\_\_\_ San Diego Region Weekday Traffic Volumes, SANDAG.

\_\_\_ Site Specific Report: \_\_\_\_\_

**XVII. Utilities**

X Community Plan

\_\_\_ Site Specific Report: \_\_\_\_\_

**XVIII. Water Conservation - N/A**

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

NOTICE OF DETERMINATION  
LOCAL AGENCY PROJECT

COPY  
mike w.

TO: X Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2422

FROM: City of San Diego  
Development Services Department  
1222 First Avenue, MS 501  
San Diego, CA 92101

RECEIVED

SEP 26 2002

PROJECT MANAGEMENT DIVISION

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

LDR Number: 99-1331

State Clearinghouse Number: 2002061095

Project Number: 3192

Project Title: Torrey Ranch

Project Location: Parcel W in the Torrey Highlands Subarea Plan and is located north of State Route 56 (SR-56) and west of Camino Ruiz in the North City Planned Urbanizing Area (Parcel 1 of Map No. 8133). Applicant: TR II, LLC. Contact: Garden Communities. (858) 320-0018.

Project Description: Vested Tentative Map, Rezone, Resource Projection Ordinance, Planned Residential Development, Easement Vacation and MHPA Boundary Adjustment (Project No. 3192) to allow the development of up to 80 residences and the provision of a park and school site on a 38.2-acre property.

SEP 24 2002

This is to advise that the City of San Diego, City Council approved the above described project and made the following determinations:

1. The project in its approved form    will, X will not, have a significant effect on the environment.
2.    An Environmental Impact Report was considered by the City as a Responsible Agency for this project and certified pursuant to the provisions of CEQA by the Lead Agency, the University of California, San Diego.  
X A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.  
   An addendum to Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

R-297093

Record of project approval may be examined at the address above.

3. Mitigation measures X were,    were not, made a condition of the approval of the project.
4. (EIR only) Findings    were,    were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations    was,    was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Land Development Review, Development Services Department, 1222 First Avenue, Fifth Floor, San Diego, CA 92101.

Analyst: P. Godwin

Telephone: (619) 446-5159

Filed by:

P. Godwin  
Signature

Senior Planner  
Title

Reference: California Public Resources Code, Sections 21108 and 21152.

**APPENDIX B**

**FIRE HYDRANT METER PROGRAM**

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

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.)

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.



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

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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT</b>	<b>PAGE 4 OF 10</b>	<b>EFFECTIVE DATE</b>
<b>FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>		October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

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

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
  1. Temporary irrigation purposes not to exceed one year.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 5 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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:		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			

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

City Meter	Private Meter
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
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

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX D**

**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		<b>Contractor's Name:</b>	
<b>Project Name:</b>		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	<b>Invoice No.</b>
Resident Engineer (RE):		Contractor's fax #:	<b>Invoice Date:</b>
RE Phone#:	Fax#:	Contact Name:	Billing Period: ( to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	<b>Field Orders</b>				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
<b>CHANGE ORDER No.</b>					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	<b>Total Billed</b>	\$ -

**SUMMARY**

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

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

---

Resident Engineer

---

Construction Engineer

**Retention and/or Escrow Payment Schedule**

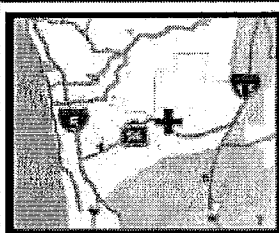
Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	

Contractor Signature and Date: \_\_\_\_\_

**APPENDIX E**  
**LOCATION MAP**

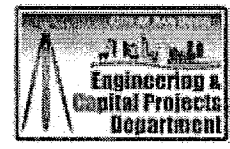


THIS MAP WAS PREPARED BY THE CITY OF SAN JOSE USING AERIAL PHOTOGRAPHS AND OTHER DATA. THE CITY OF SAN JOSE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE CITY OF SAN JOSE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE CITY OF SAN JOSE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.



**PREDESIGN LOCATION MAP**  
**TORREY HIGHLANDS NEIGHBORHOOD**  
**PARK SOUTH**

PREDESIGN SENIOR ENGINEER <b>MARK NASDAR</b> (619) 633-3172	PREDESIGN PROJECT MANAGER <b>LARRY RIZAMINSKY</b> (619) 633-3255
PREDESIGN PROJECT ENGINEER <b>AZITA EYEMAD</b> (619) 633-3862	PREDESIGN DRAFTER <b>TEDDY RAMOS</b> (619) 633-3734



Engineering & Capital Projects Department  
 City of San Jose  
 Preliminary Engineering & Program Coordination



**Legend**

Torrey Highlands Neighborhood Park South



No Scale

Community Name: Torrey Highlands  
 Date: 3-10-2011

Council District: 1

SAP ID# S00651

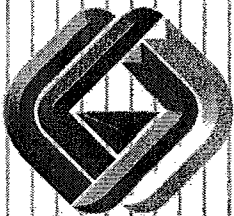


**APPENDIX F**  
**GEOTECHNICAL REPORT**

**UPDATE  
GEOTECHNICAL REPORT**

---

**TORREY MEADOWS  
NEIGHBORHOOD PARK  
SAN DIEGO, CALIFORNIA**



**GEOCON**  
INCORPORATED

**GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS**

**PREPARED FOR**

**ESTRADA LAND PLANNING  
SAN DIEGO, CALIFORNIA**

**JUNE 2, 2014  
PROJECT NO. G1575-11-01**



Project No. G1575-11-01  
June 2, 2014

Estrada Land Planning  
225 Broadway, Suite 1160  
San Diego, California 92101

Attention: Mr. Joe Esposito

Subject: UPDATE GEOTECHNICAL REPORT  
TORREY MEADOWS NEIGHBORHOOD PARK  
SAN DIEGO, CALIFORNIA

Dear Mr. Esposito:

In accordance with your authorization, we have prepared this update geotechnical report for the subject neighborhood park project. The accompanying report presents the results of our study and conclusions and recommendations pertaining to the geotechnical aspects of proposed development of the site.

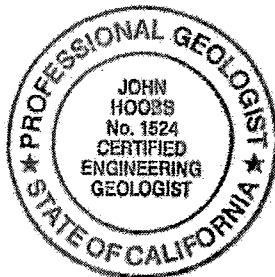
The site was sheet-graded in 2006 with compacted fill underlying the proposed development area. Provided the recommendations contained in this update report are followed, the site is considered suitable for construction and support of the proposed park site.

Should you have questions regarding this report, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

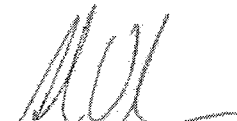
GEOCON INCORPORATED

  
John Hoobs  
CEG 1524



JH:SFW:dmc

(e-mail) Addressee

  
Shawn Foy Weedon  
GE 2714



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### LIMITATIONS AND UNIFORMITY OF CONDITIONS

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2. Geologic Map
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6. Gradation Curve

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- I. Summary of Laboratory Maximum Dry Density and Optimum Moisture Content Test Results
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# UPDATE GEOTECHNICAL REPORT

## 1. PURPOSE AND SCOPE

This report presents the results of our update geotechnical study for the proposed park site located in the Torrey Ranch Development in the City of San Diego, California. The purpose of this update report is to provide information regarding the geologic conditions underlying the site and to provide grading, foundation, retaining wall, infiltration, and pavement design recommendations.

The scope of the study included a review of:

1. *Final Report of Testing and Observation Services Performed During Site Grading, Torrey Ranch, W.O. No. 421100, Drawing No. 32330, San Diego, California*, prepared by Geocon Incorporated, dated January 31, 2006 (Project No. 06409-52-02).
2. *The General Development Plan, Torrey Meadows Neighborhood Park, City of San Diego Park and Recreation Department*, prepared by Estrada Land Planning, emailed on May 23, 2014.

Our scope of services included a review of the referenced grading report and general development plan, review of our previous laboratory test results for the site, and performing infiltration testing in the area of the proposed bio-swale on the northern portion of the site. We performed previous laboratory testing in accordance with American Society for Testing Materials (ASTM) for maximum dry density and optimum moisture content tests (ASTM 1557); expansion index tests (ASTM 4829); and water-soluble sulfate content tests (California Test No. 417). Tables I through III present the results of selected laboratory tests relevant to the site.

## 2. PREVIOUS SITE DEVELOPMENT

Torrey Meadows Neighborhood Park was graded to its current sheet-graded configuration during mass grading operations as part of the Torrey Ranch development in 2006. We performed testing and observation services during the mass grading operations with a summary of our observations, compaction test results, and professional opinions pertaining to the grading presented in the referenced final report of grading dated January 31, 2006. Based on our review of the referenced final report of grading, the site is suitable for the development of a park site once the remedial grading recommendations provided herein has been performed.

The mass grading operations consisted of the removal and recompaction of surficial soil, installation of canyon subdrains, and placing compacted fill. The property slopes gently to the north into a desilting basin. Elevations range from approximately 327 feet mean sea level on the northern portion to about 339 feet at the southwest corner of the site. A mechanically stabilized earth (MSE) retaining wall is located on the west and north sides of the site that descends to an existing sewer access road

and a residential development. A storm drainpipe is located along the eastern boundary of the site with a lateral pipe extending to the desilting basin. The sheet-graded pad consists of fill soil that ranges from about 5 to 65 feet deep from south to north. North and west flowing canyon subdrains are located at the base of the fill soil on the central and northern portions of the site. Figure 2 presents a Geologic Map indicating the location of the fill soil, canyon subdrains and proposed development. We used the site plan prepared by Estrada Land Planning for the base map used in Figure 2.

### **3. PROJECT DESCRIPTION**

The park site is located in the southwestern portion of the Torrey Ranch Development that was previously designated as Pad A on the original mass grading plans. We understand the development will consist of a passive park with some active elements including a restroom building. The site will incorporate an open lawn area, concrete flatwork areas, play areas, tot lots, shade shelters with picnic tables, lights, a basketball half court, and decomposed granite (DG) pathways. A 31-space pervious parking lot will also be constructed on the south side of the site. The property will be accessed from Torrey Meadows Drive on the south. The property is bounded by a sheet-graded vacant lot and Westview High School to the east, Torrey Ranch residential homes to the northeast, Fairbanks Country Villas residential homes to the west and is located in the community of Torrey Highlands in the City of San Diego, California (see Vicinity Map, Figure 1).

The locations and descriptions of the site and proposed improvements are based on a site reconnaissance, a review of the referenced final report of grading, and our understanding of project development. If project details vary significantly from those described herein, Geocon Incorporated should be contacted to review and revise this report.

### **4. GEOLOGIC SETTING**

The site is located in a coastal plain environment within the southern portion of the Peninsular Ranges Geomorphic Province of southern California. The Peninsular Ranges is a geologic and geomorphic province that extends from the Imperial Valley to the Pacific Ocean and from the Transverse Ranges to the north and into Baja California to the south. The coastal plain of San Diego County is underlain by a thick sequence of relatively undisturbed and non-conformable sedimentary rocks that thicken to the west and range in age from Upper Cretaceous through the Pleistocene with intermittent deposition. The sedimentary units are deposited on bedrock Cretaceous- to Jurassic-age igneous and metavolcanic rocks. Geomorphically, the coastal plain is characterized by a series of twenty-one, stair-stepped marine terraces, which young to the west that have been dissected by west flowing rivers that drain the Peninsular Ranges to the east. The coastal plain is a relatively stable block that is dissected by relatively few faults consisting of the potentially active La Nacion Fault Zone and the active Rose Canyon Fault Zone. The Peninsular Ranges Province is also dissected by

the Elsinore Fault Zone that is associated with and sub-parallel to the San Andreas Fault Zone, which is the plate boundary between the Pacific and North American Plates.

The site is located on the western portion of the coastal plain. Marine Eocene-age sedimentary units, consisting of the Mission Valley Formation overlying the Delmar Formation, make up the geologic sequence encountered on the site. Geomorphically, the project site is located within an area that has been heavily dissected by canyon drainages likely formed during the Pleistocene. The surface elevations prior to grading of the site sloped moderately to the north toward an existing major canyon drainage, which flow into the ocean. It has been reported that the Eocene-age geologic units are several 100 to over 1,000 feet thick.

## **5. SOIL AND GEOLOGIC CONDITIONS**

The soil and geologic conditions consist of previously compacted fill overlying the Mission Valley and Delmar Formations. Figure 3 presents a Geologic Cross-Section providing the approximate subsurface geologic conditions at the site. The compacted fill and geologic formations are described herein.

### **5.1 Compacted Fill (Qcf)**

The compacted fill generally consists of silty to clayey, fine to medium sand with some gravel. The fill materials generally have a "very low" to "low" expansion potential (expansion index of 50 or less) and possess a "not applicable" to "severe" water-soluble sulfate exposure. The fill depths range from approximately 5 feet thick on the southwest corner of the site to 65 feet thick on the north. The compacted fill is considered suitable to support of the planned improvements and structures provided the upper portion is processed, moisture conditioned as necessary, and re-compacted.

### **5.2 Mission Valley Formation (Tmv)**

Mission Valley Formation is present below the compacted fill generally above an elevation of approximately 250 feet MSL and generally consists of very dense, slightly cemented sandstone with minor siltstone interbeds. This unit will generally be rippable; however, portions of this unit can be cemented and could generate oversize material if proposed excavations exceed the fill thickness. The Mission Valley Formation is suitable for the support of proposed fill and structural loads.

### **5.3 Delmar Formation (Td)**

The Delmar Formation is conformably present below the Mission Valley Formation at an approximate elevation of 260 to 265 feet MSL and supports the compacted fill on the northern portion of the site. This unit is generally composed of hard siltstone and claystone. This unit will not be encountered during site development.



## 6. GROUNDWATER

We did not encounter groundwater or seepage during previous grading operations and we do not expect groundwater to adversely impact the development of the property. Two canyon subdrains were constructed on western and northern portions of the site (see Geologic Map, Figure 2). It is not uncommon for groundwater or seepage conditions to develop where none previously existed. Groundwater elevations are dependent on seasonal precipitation, irrigation, land use, among other factors, and vary as a result. Proper surface drainage will be important to future performance of the project.

## 7. GEOLOGIC HAZARDS

### 7.1 Geologic Hazard Category

The City of San Diego Seismic Safety Study Geologic Hazards and Faults Map Grid Tile 43 issued in 2008 defines the site with a Hazard Category of 23 and 53. Zone 23 is defined as *Friars: neutral or favorable geologic structure*. Zone 53 is defined as *Level or sloping terrain, unfavorable geologic structure, Low to moderate risk*. Active, potentially active or inactive faults are not shown on the seismic safety study traversing the property and are not known to exist. The nearest mapped fault is a potentially active fault roughly 4,500 feet to the north which projects to the east of the site.

### 7.2 Faulting and Seismicity

Based on a review of geologic literature and experience with the soil and geologic conditions in the general area, it is our opinion that known active, potentially active, or inactive faults are not located at the site. An active fault is defined by the California Geological Survey (CGS) as a fault showing evidence for activity within the last 11,000 years. The site is not located within State of California Earthquake Fault Zone. In addition to our background review, the site is not mapped in the vicinity of geologic hazards such as landslides, liquefaction areas, or faulting and is not located within the State of California Earthquake Fault Zone.

According to the computer program *EZ-FRISK* (Version 7.62), eight known active faults are located within a search radius of 50 miles from the property. We used the 2008 USGS fault database that provides several models and combinations of fault data to evaluate the fault information. Based on this database, the nearest known active fault is the Newport-Inglewood (offshore) and Rose Canyon Faults, located approximately 8 miles west of the site and is the dominant source of potential ground motion. Earthquakes that might occur on these fault zones or other faults within the southern California and northern Baja California area are potential generators of significant ground motion at the site. The estimated deterministic maximum earthquake magnitude and peak ground acceleration for the Newport-Inglewood Fault are 7.5 and 0.30g, respectively. Table 7.2.1 lists the estimated maximum earthquake magnitude and peak ground acceleration for the most dominant faults in

relationship to the site location. We calculated peak ground acceleration (PGA) using Boore-Atkinson (2008) NGA USGS 2008, Campbell-Bozorgnia (2008) NGA USGS 2008, and Chiou-Youngs (2007) NGA USGS 2008 acceleration-attenuation relationships.

**TABLE 7.2.1  
DETERMINISTIC SPECTRA SITE PARAMETERS**

Fault Name	Distance from Site (miles)	Maximum Earthquake Magnitude (Mw)	Peak Ground Acceleration		
			Boore-Atkinson 2008 (g)	Campbell-Bozorgnia 2008 (g)	Chiou-Youngs 2007 (g)
Newport-Inglewood	8	7.5	0.26	0.23	0.30
Rose Canyon	8	6.9	0.22	0.21	0.23
Coronado Bank	22	7.4	0.15	0.11	0.12
Palos Verdes Connected	22	7.7	0.17	0.12	0.15
Elsinore	28	7.9	0.15	0.11	0.14
Earthquake Valley	36	6.8	0.08	0.06	0.05
Palos Verdes	49	7.3	0.07	0.05	0.05
San Jacinto	50	7.9	0.09	0.07	0.08

We used the computer program *EZ-FRISK* to perform a probabilistic seismic hazard analysis. The computer program *EZ-FRISK* operates under the assumption that the occurrence rate of earthquakes on each mappable Quaternary fault is proportional to the faults slip rate. The program accounts for fault rupture length as a function of earthquake magnitude, and site acceleration estimates are made using the earthquake magnitude and distance from the site to the rupture zone. The program also accounts for uncertainty in each of following: (1) earthquake magnitude, (2) rupture length for a given magnitude, (3) location of the rupture zone, (4) maximum possible magnitude of a given earthquake, and (5) acceleration at the site from a given earthquake along each fault. By calculating the expected accelerations from considered earthquake sources, the program calculates the total average annual expected number of occurrences of site acceleration greater than a specified value. We utilized acceleration-attenuation relationships suggested by Boore-Atkinson (2008) NGA USGS 2008, Campbell-Bozorgnia (2008) NGA USGS 2008, and Chiou-Youngs (2007) NGA USGS 2008 in the analysis. Table 7.2.2 presents the site-specific probabilistic seismic hazard parameters including acceleration-attenuation relationships and the probability of exceedence.

**TABLE 7.2.2  
PROBABILISTIC SEISMIC HAZARD PARAMETERS**

Probability of Exceedence	Peak Ground Acceleration		
	Boore-Atkinson, 2008 (g)	Campbell-Bozorgnia, 2008 (g)	Chiou-Youngs, 2007 (g)
2% in a 50 Year Period	0.35	0.28	0.31
5% in a 50 Year Period	0.25	0.20	0.21
10% in a 50 Year Period	0.19	0.15	0.15

The California Geologic Survey (CGS) has a program that calculates the ground motion for a 10 percent of probability of exceedence in 50 years based on an average of several attenuation relationships. Table 7.2.3 presents the calculated results from the *Probabilistic Seismic Hazards Mapping Ground Motion Page* from the CGS website.

**TABLE 7.2.3  
PROBABILISTIC SITE PARAMETERS FOR SELECTED FAULTS  
CALIFORNIA GEOLOGIC SURVEY**

Calculated Acceleration (g) Firm Rock	Calculated Acceleration (g) Soft Rock	Calculated Acceleration (g) Alluvium
0.24	0.26	0.30

While listing peak accelerations is useful for comparison of potential effects of fault activity in a region, other considerations are important in seismic design, including the frequency and duration of motion and the soil conditions underlying the site. Seismic design of the structures should be evaluated in accordance with the California Building Code (CBC) guidelines currently adopted by the City of San Diego.

### **7.3 Liquefaction**

Liquefaction typically occurs when a site is located in a zone with seismic activity, onsite soil is cohesionless or silt/clay with low plasticity, groundwater is encountered within 50 feet of the surface, and soil relative densities are less than about 70 percent. If the four of the previous criteria are met, a seismic event could result in a rapid pore-water pressure increase from the earthquake-generated ground accelerations. Seismically induced settlement may occur whether the potential for liquefaction exists or not. The potential for liquefaction and seismically induced settlement occurring within the site soil is considered to be very low due to the dense nature of the compacted placed fill and Mission Valley and Delmar Formations and the lack of a permanent groundwater table within 50 feet of the ground surface.

#### **7.4 Expansive Soil**

The geologic units encountered at the site generally possess a “very low” to “low” expansion potential (Expansion Index of 50 or less). Therefore, the existing soil does not expose the proposed development to excessive risk due to expansive soil provided the recommendations of this report are followed. Table II presents results of laboratory expansion index tests.

#### **7.5 Tsunamis and Seiches**

A tsunami is a series of long period waves generated in the ocean by a sudden displacement of large volumes of water. Causes of tsunamis include underwater earthquakes, volcanic eruptions, or offshore slope failures. The site is approximately 5 miles from the Pacific Ocean with finish grades over 325 feet above MSL. Therefore, the risk associated with tsunamis is negligible.

Seiches are standing wave oscillations of an enclosed water body after the original driving force has dissipated. Driving forces are typically caused by seismic ground shaking. The potential of seiches to occur is considered to be very low due to the absence of a nearby inland body of water.

#### **7.6 Landslides**

Based on the examination of aerial photographs in our files and review of published geologic maps for the site vicinity, and the previous final report of grading, it is our opinion that landslides are not present at the property or at a location that could impact the subject site. We did not encounter landslides during previous grading operations.

## 8. CONCLUSIONS AND RECOMMENDATIONS

### 8.1 General

- 8.1.1 From a geotechnical engineering standpoint, it is our opinion that the site is suitable for the proposed development of a park site, provided the recommendations presented herein are implemented in design and construction of the project.
- 8.1.2 The site is underlain by compacted soil overlying the Mission Valley and Delmar Formations. The existing fill materials are considered suitable for support of the proposed development.
- 8.1.3 We do not expect groundwater or seepage to be encountered during construction of the proposed development.
- 8.1.4 The site is considered suitable for the use of conventional continuous and spread footings with a concrete slab-on-grade system for proposed structures.
- 8.1.5 Excavations within the fill soil should generally be possible with moderate to heavy effort using conventional heavy-duty trenching equipment. Excavations extending through the fill soils will encounter the Mission Valley Formation and will require very heavy effort to excavate and may generate oversize cemented material.
- 8.1.6 Settlement monuments and additional canyon subdrains are not required during the development and construction of the planned improvements.
- 8.1.7 Final grading or foundation plans have not been provided for our review. Geocon Incorporated should review the plans prior to the submittal to regulatory agencies for approval. Additional analyses may be required once the plans have been provided.
- 8.1.8 The proposed development will not impact adjacent improvements or existing right-of-ways.

### 8.2 Finish Grade Soil Conditions

- 8.2.1 Observations and laboratory test results indicate that the prevailing soil conditions within the upper approximately 3 feet of the sheet graded pad is considered to be "non-expansive" and "expansive" (expansion index [EI] of 20 or less and greater than 20, respectively) as defined by 2013 California Building Code (CBC) Section 1803.5.3. Table 8.2.1 presents soil classifications based on the expansion index. Results of the EI laboratory tests are

presented in Table II and indicate that the soil possesses “very low” to “low” expansion potentials (EI of 50 or less).

**TABLE 8.2.1  
EXPANSION CLASSIFICATION BASED ON EXPANSION INDEX**

Expansion Index (EI)	Expansion Classification	2013 CBC Expansion Classification
0 – 20	Very Low	Non-Expansive
21 – 50	Low	Expansive
51 – 90	Medium	
91 – 130	High	
Greater Than 130	Very High	

8.2.2 We performed laboratory tests on samples of the site materials to evaluate the percentage of water-soluble sulfate content. Results from the laboratory water-soluble sulfate content tests are presented in Table III and indicate that the on-site materials at the locations tested possess “not applicable” or “S0” to “severe” or “S2” sulfate exposure to concrete structures as defined by 2013 CBC Section 1904 and ACI 318-11 Sections 4.2 and 4.3. Additional finish grade testing for sulfate exposure should be performed once fine grading operations are completed. Table 8.2.2 presents a summary of concrete requirements set forth by 2013 CBC Section 1904 and ACI 318. The presence of water-soluble sulfates is not a visually discernible characteristic; therefore, other soil samples from the site could yield different concentrations. Additionally, over time landscaping activities (i.e., addition of fertilizers and other soil nutrients) may affect the concentration.

**TABLE 8.2.2  
REQUIREMENTS FOR CONCRETE EXPOSED TO  
SULFATE-CONTAINING SOLUTIONS**

Sulfate Severity	Exposure Class	Water-Soluble Sulfate (SO <sub>4</sub> ) Percent by Weight	Cement Type (ASTM C 150)	Maximum Water to Cement Ratio by Weight	Minimum Compressive Strength (psi)
Not Applicable	S0	SO <sub>4</sub> <0.10	--	--	2,500
Moderate	S1	0.10≤SO <sub>4</sub> <0.20	II	0.50	4,000
Severe	S2	0.20≤SO <sub>4</sub> <2.00	V	0.45	4,500
Very Severe	S3	SO <sub>4</sub> >2.00	V+Pozzolan or Slag	0.45	4,500

8.2.3 Geocon Incorporated does not practice in the field of corrosion engineering. Therefore, further evaluation by a corrosion engineer may be performed if improvements that could be susceptible to corrosion are planned.

### 8.3 Seismic Design Criteria

8.3.1 We used the computer program *U.S. Seismic Design Maps*, provided by the USGS. Table 8.3 summarizes site-specific design criteria obtained from the 2013 California Building Code (CBC; Based on the 2012 International Building Code [IBC] and ASCE 7-10), Chapter 16 Structural Design, Section 1613 Earthquake Loads. The short spectral response uses a period of 0.2 second. The proposed structures and improvements should be designed using a Site Class D. We evaluated the Site Class based on the discussion in Section 1613.3.2 of the 2013 CBC and Table 20.3-1 of ASCE 7-10. The values presented in Table 8.3.1 are for the risk-targeted maximum considered earthquake ( $MCE_R$ ).

**TABLE 8.3.1  
2013 CBC SEISMIC DESIGN PARAMETERS**

Parameter	Value	2013 CBC Reference
Site Class	D	Section 1613.3.2
$MCE_R$ Ground Motion Spectral Response Acceleration – Class B (short), $S_S$	0.942g	Figure 1613.3.1(1)
$MCE_R$ Ground Motion Spectral Response Acceleration – Class B (1 sec), $S_1$	0.366g	Figure 1613.3.1(2)
Site Coefficient, $F_A$	1.123	Table 1613.3.3(1)
Site Coefficient, $F_V$	1.667	Table 1613.3.3(2)
Site Class Modified $MCE_R$ Spectral Response Acceleration (short), $S_{MS}$	1.058g	Section 1613.3.3 (Eqn 16-37)
Site Class Modified $MCE_R$ Spectral Response Acceleration (1 sec), $S_{MI}$	0.611g	Section 1613.3.3 (Eqn 16-38)
5% Damped Design Spectral Response Acceleration (short), $S_{DS}$	0.705g	Section 1613.3.4 (Eqn 16-39)
5% Damped Design Spectral Response Acceleration (1 sec), $S_{D1}$	0.407g	Section 1613.3.4 (Eqn 16-40)

8.3.2 Table 8.3.2 presents additional seismic design parameters for projects located in Seismic Design Categories of D through F in accordance with ASCE 7-10 for the mapped maximum considered geometric mean ( $MCE_G$ ).

**TABLE 8.3.2  
2013 CBC SITE ACCELERATION DESIGN PARAMETERS**

Parameter	Value	ASCE 7-10 Reference
Mapped $MCE_G$ Peak Ground Acceleration, $PGA$	0.361g	Figure 22-7
Site Coefficient, $F_{PGA}$	1.139	Table 11.8-1
Site Class Modified $MCE_G$ Peak Ground Acceleration, $PGA_M$	0.412g	Section 11.8.3 (Eqn 11.8-1)

8.3.3 Conformance to the criteria in Tables 8.3.1 and 8.3.2 for seismic design does not constitute any kind of guarantee or assurance that significant structural damage or ground failure will not occur if a large earthquake occurs. The primary goal of seismic design is to protect life, not to avoid all damage, since such design may be economically prohibitive.

#### **8.4 Grading**

8.4.1 Grading should be performed in accordance with the recommendations presented herein and the City of San Diego Grading Ordinance. Earthwork should be observed, and compacted fill tested by representatives of Geocon Incorporated to check the recommendations provided herein.

8.4.2 Prior to commencing grading, a preconstruction conference should be held at the site with the owner or developer, grading contractor, civil engineer, and geotechnical engineer in attendance. Special soil handling requirements can be discussed at that time.

8.4.3 Site preparation should begin with the removal of vegetation and debris. The depth of removal should be such that material to be used as fill is generally free of organic matter. Material generated during stripping operations should be exported from the site.

8.4.4 In general, the upper 2 feet of the existing fill soils of the sheet-graded site will require processing, moisture conditioning as necessary, and recompaction to a dry density of at least 90 percent of the laboratory maximum dry density near to slightly above optimum moisture content prior to placing fill or surface improvements.

8.4.5 Excavated soil generally free of deleterious debris can be placed as fill and compacted in layers to the design finish grade elevations. Fill and backfill materials should be compacted to a dry density of at least 90 percent of the laboratory maximum dry density near to slightly above optimum moisture content as determined by ASTM D1557.



8.4.6 Import fill (if necessary) should consist of granular materials with a “very low” to “low” expansion potential (EI of 50 or less), free of deleterious material or rock larger than 3-inches, and should be compacted as recommended herein. Geocon Incorporated should be notified of the import soil source and should perform laboratory testing of import soil prior to its arrival at the site to determine its suitability as fill material.

## **8.5 Conventional Shallow Foundation Recommendations**

8.5.1 The following foundation recommendations for proposed structures are based on the assumption that the prevailing soils within 4 feet of finish grade will possess a “very low” to “low” expansion potential (expansion index of 50 or less) and that structures will be placed on compacted fill.

8.5.2 Proposed structures can be supported on a shallow foundation system founded in properly compacted fill. Foundations may consist of continuous strip footings and/or isolated spread footings. From a geotechnical engineering standpoint, continuous footings should be at least 12 inches wide and extend at least 24 inches below lowest adjacent grade. Isolated spread footings should have a minimum width of 24 inches and should extend at least 24 inches below lowest adjacent pad grade. A wall/column footing dimension detail depicting the depth to lowest adjacent grade is presented on Figure 4.

8.5.3 Continuous footings should be reinforced with four No. 5 steel reinforcing bars, two placed near the top of the footing and two near the bottom. Reinforcement for spread footings should be designed by the project structural engineer.

8.5.4 The recommended allowable bearing capacity for foundations with minimum dimensions described herein is 2,500 pounds per square foot (psf) for compacted fill. The allowable soil bearing pressure may be increased by an additional 300 psf for each additional foot of depth and 500 psf for each additional foot of width, to a maximum allowable bearing capacity of 4,000 psf for compacted fill. The values presented above are for dead plus live loads and may be increased by one-third when considering transient loads due to wind or seismic forces.

8.5.5 Settlement due to footing loads conforming to the recommended allowable soil bearing pressures are expected to be less than ¾-inch total and ½-inch differential over a span of 40 feet.

- 8.5.6 The minimum reinforcement recommended herein is based on soil characteristics only (EI of 50 or less) and is not intended to replace reinforcement required for structural considerations.
- 8.5.7 Special subgrade presaturation (i.e., flooding to saturate soil to foundation depths to mitigate highly expansive soil) is not deemed necessary prior to placement of concrete. However, the slab and foundation subgrade should be moisture conditioned as necessary to maintain a moist optimum moisture condition as would be expected in any concrete placement.
- 8.5.8 Foundation excavations should be observed by the geotechnical engineer (a representative of Geocon Incorporated) prior to the placement of reinforcing steel to check that the exposed soil conditions are similar to those expected and that they have been extended to the appropriate bearing strata. If unexpected soil conditions are encountered, foundation modifications may be required.

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## 8.6 Concrete Slabs-On-Grade

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- 8.6.1 From a geotechnical engineering standpoint, concrete slabs-on-grade for the structures should be at least 5 inches thick and be reinforced with No. 3 steel reinforcing bars placed 18 inches on center in both directions. The concrete slab-on-grade recommendations are based on soil support characteristics only. The project structural engineer should evaluate the structural requirements of the concrete slab for supporting equipment and storage loads.
- 8.6.2 Slabs that may receive moisture-sensitive floor coverings or may be used to store moisture-sensitive materials should be underlain by a vapor retarder. The vapor retarder design should be consistent with the guidelines presented in the American Concrete Institute's (ACI) *Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials* (ACI 302.2R-06). In addition, the membrane should be installed in accordance with manufacturer's recommendations and ASTM requirements and installed in a manner that prevents puncture. The vapor retarder used should be specified by the project architect or developer based on the type of floor covering that will be installed and if the structure will possess a humidity-controlled environment.
- 8.6.3 The bedding sand thickness is typically determined by the project foundation engineer, architect, and/or developer. The bedding sand thickness is typically about 3 to 4 inches thick in the Southern California area. However, we should be contacted to provide recommendations if the bedding sand is thicker than 6 inches. The vapor retarder material will need be able to resist puncture from the angular gravel. The foundation design engineer should provide appropriate concrete mix design criteria and curing measures to

assure proper curing of the slab by reducing the potential for rapid moisture loss and subsequent cracking and/or slab curl. We suggest that the foundation design engineer present the concrete mix design and proper curing methods on the foundation plans. It is critical that the foundation contractor understands and follows the recommendations presented on the foundation plans.

- 8.6.4 To control the location and spread of concrete shrinkage cracks, crack control joints should be provided. The crack control joints should be created while the concrete is still fresh using a grooving tool, or shortly thereafter using saw cuts. The joint should extend into the slab a minimum of one-fourth of the slab thickness. The structural engineer should take into consideration criteria of the American Concrete Institute when establishing crack control spacing patterns.
- 8.6.5 The recommendations of this report are intended to reduce the potential for cracking of slabs due to expansive soil (if present), differential settlement of existing soil or soil with varying thicknesses. However, even with the incorporation of the recommendations presented herein, foundations, stucco walls, and slabs-on-grade placed on such conditions may still exhibit some cracking due to soil movement and/or shrinkage. The occurrence of concrete shrinkage cracks is independent of the supporting soil characteristics. Their occurrence may be reduced and/or controlled by limiting the slump of the concrete, proper concrete placement and curing, and by the placement of crack control joints at periodic intervals, in particular, where re-entrant slab corners occur.
- 8.6.6 Exterior concrete flatwork not subject to vehicular traffic should be constructed in accordance with the recommendations herein. Slab panels should be a minimum of 4 inches thick and, when in excess of 8 feet square, should be reinforced with 6 x 6 - W2.9/W2.9 (6 x 6 - 6/6) welded wire mesh or No. 3 reinforcing steel bars placed 18 inches on center in both directions placed in the middle of the slab to reduce the potential for cracking. The concrete thickness should be increased to at least 5 inches for the basketball court. In addition, concrete flatwork should be provided with crack control joints to reduce and/or control shrinkage cracking. Crack control spacing should be determined by the project structural engineer based on the slab thickness and intended usage. Criteria of the American Concrete Institute (ACI) should be taken into consideration when establishing crack control spacing. Subgrade soil for exterior slabs not subjected to vehicle loads should be compacted in accordance with criteria presented in the grading section prior to concrete placement. Subgrade soil should be properly compacted and the moisture content of subgrade soil should be checked prior to placing concrete. Base or sand bedding is not required beneath the flatwork.

8.6.7 Even with the incorporation of the recommendations within this report, exterior concrete flatwork has a potential of experiencing some movement due to swelling or settlement; therefore, steel reinforcement should overlap continuously in flatwork. Additionally, flatwork should be structurally connected to curbs, where possible.

8.6.8 Geocon Incorporated should be consulted to provide additional design parameters as required by the structural engineer.

## 8.7 Retaining Wall Recommendations

8.7.1 Retaining walls not restrained at the top and having a level backfill surface should be designed for an active soil pressure equivalent to the pressure exerted by a fluid density of 35 pounds per cubic foot (pcf). Where the backfill will be inclined at no steeper than 2:1 (horizontal to vertical), an active soil pressure of 50 pcf is recommended. These soil pressures assume that the backfill materials within an area bounded by the wall and a 1:1 plane extending upward from the base of the wall possess an expansion index of 50 or less. For those buildings with finish-grade soils having an expansion index greater than 50 and/or where backfill materials do not conform to the criteria herein, Geocon Incorporated should be consulted for additional recommendations.

8.7.2 Unrestrained walls are those that are allowed to rotate more than  $0.001H$  (where  $H$  equals the height of the retaining portion of the wall) at the top of the wall. Where walls are restrained from movement at the top, an additional uniform pressure of  $7H$  psf should be added to the above active soil pressure. For retaining walls subject to vehicular loads within a horizontal distance equal to two-thirds the wall height, a surcharge equivalent to 2 feet of fill soil should be added.

8.7.3 Retaining walls should be provided with a drainage system adequate to prevent the buildup of hydrostatic forces and waterproofed as required by the project architect. The use of drainage openings through the base of the wall (weep holes) is not recommended where the seepage could be a nuisance or otherwise adversely affect the property adjacent to the base of the wall. The recommendations herein assume a properly compacted free-draining backfill material (EI of 50 or less) with no hydrostatic forces or imposed surcharge load. Figure 5 presents a typical retaining wall drainage detail. If conditions different than those described are expected, or if specific drainage details are desired, Geocon Incorporated should be contacted for additional recommendations.

8.7.4 In general, wall foundations founded in properly compacted fill or formational materials should possess a minimum depth and width of one foot and may be designed for an allowable soil bearing pressure of 2,000 psf. The proximity of the foundation to the top of a

slope steeper than 3:1 could impact the allowable soil bearing pressure. Therefore, Geocon Incorporated should be consulted where such a condition is expected.

8.7.5 The structural engineer should determine the seismic design category for the project. If the project possesses a seismic design category of D, E, or F, the proposed retaining walls should be designed with seismic lateral pressure. A seismic load of 18H should be used for design on walls that support more than 6 feet of backfill in accordance with Section 1803.5.12 of the 2013 CBC. The seismic load is dependent on the retained height where H is the height of the wall, in feet, and the calculated loads result in pounds per square foot (psf) exerted at the base of the wall and zero at the top of the wall. We used peak site acceleration,  $PGA_M$ , of 0.412g calculated from ASCE 7-10 Section 11.8.3 and applied a pseudo-static coefficient of 0.33.

8.7.6 The recommendations presented herein are generally applicable to the design of rigid concrete or masonry retaining walls having a maximum height of 8 feet. In the event that walls higher than 8 feet or other types of walls (such as crib-type walls) are planned, Geocon Incorporated should be consulted for additional recommendations.

8.7.7 Unrestrained walls will move laterally when backfilled and loading is applied. The amount of lateral deflection is dependent on the wall height, the type of soil used for backfill, and loads acting on the wall. The retaining walls and improvements above the retaining walls should be designed to incorporate an appropriate amount of lateral deflection as determined by the structural engineer.

## 8.8 Lateral Loads

8.8.1 For resistance to lateral loads, an allowable passive earth pressure equivalent to a fluid density of 350 pcf is recommended for footings or shear keys poured neat against properly compacted fill. The allowable passive pressure assumes a horizontal surface extending at least 5 feet or three times the surface generating the passive pressure, whichever is greater. The upper 12 inches of material not protected by floor slabs or pavement should not be included in the design for lateral resistance.

8.8.2 A friction coefficient of 0.4 may be used for resistance to sliding between soil and concrete. This friction coefficient may be combined with the allowable passive earth pressure when determining resistance to lateral loads.

## 8.9 Preliminary Pavement Recommendations

8.9.1 The following preliminary pavement recommendations are provided for the proposed parking lot. The final pavement sections should be based on the actual R-Value laboratory test results of the subgrade soil encountered at final subgrade elevation after grading has been completed. Based on the results of nine laboratory R-Value tests within the Torrey Ranch Development, we have used an average R-Value of 15 for the subgrade soil for the purposes of this preliminary analysis. Preliminary flexible pavement sections are presented in Table 8.9.1.

**TABLE 8.9.1  
PRELIMINARY FLEXIBLE PAVEMENT SECTIONS**

Classification	Assumed Traffic Index	Assumed Subgrade R-Value	Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
Parking Lot and Driveway	5.5	15	3	10

8.9.2 The upper 12 inches of the subgrade soil should be compacted to a dry density of at least 95 percent of the laboratory maximum dry density near to slightly above optimum moisture content beneath pavement sections.

8.9.3 The aggregate base materials should conform to Section 26-1.02A of the *Standard Specifications for the State of California Department of Transportation (Caltrans)* with a ¾-inch maximum aggregate size. Base materials should be compacted to a dry density of at least 95 percent of the laboratory maximum dry density near to slightly above optimum moisture content. Asphalt concrete should conform to Section 203-6 of the *Standard Specifications for Public Works Construction (Greenbook)*. Asphalt concrete should be compacted to a density of 95 percent of the laboratory Hveem density in accordance with ASTM D 2726.

8.9.4 We understand that concrete pavers will be used within portions of the parking lot and driveway. The pavers should be underlain by base materials with a thickness as recommended in Table 8.9.2. We estimate the thickness of the pavers will be about 3.5 inches underlain by about 1 to 2 inches of drainage aggregate. We calculated a full-base section and reduced the thickness of base by the thickness of the paver block.

**TABLE 8.9.2  
PERVIOUS PAVER PAVEMENT SECTION**

<b>Location</b>	<b>Assumed Traffic Index</b>	<b>Assumed Subgrade R-Value</b>	<b>Estimated Paver Thickness (Inches)</b>	<b>Estimated Sand Thickness (Inches)</b>	<b>Base Material Thickness (Inches)</b>
Parking Lot and Driveways	5.5	15	3½	1-2	13

8.9.5 We understand that spacers will be installed between the pavers to increase water infiltration into the underlying rock storage area. The subgrade should be sloped and a subdrain should be installed at the bottom of the base section along the low point of the driveway to reduce the potential for water to build up within the paving section. The drain should be connected to an approved drainage device. Geocon Incorporated should provide testing and observation services during the subgrade preparation and base placement.

8.9.6 We understand that decomposed granite (DG) paving will be constructed along portions of the site. A minimum thickness of 4 inches of DG should be placed on properly compacted subgrade. The DG and subgrade soil should be compacted to a dry density of at least 95 percent of the laboratory maximum dry density near to slightly above optimum moisture content. A stabilizer can be mixed with the DG to reduce the potential of erosion in areas exposed to rain and landscaping irrigation.

8.9.7 A rigid Portland cement concrete (PCC) pavement section should be placed in cross gutters. We calculated the rigid pavement section in general conformance with the procedure recommended by the American Concrete Institute report ACI 330R-08 Guide for Design and Construction of Concrete Parking Lots using the parameters presented in Table 8.9.3.

**TABLE 8.9.3  
RIGID PAVEMENT DESIGN PARAMETERS**

<b>Design Parameter</b>	<b>Design Value</b>
Modulus of subgrade reaction, k	100 pci
Modulus of rupture for concrete, $M_R$	500 psi
Traffic Category, TC	C
Average daily truck traffic, ADTT	100

8.9.8 Based on the criteria presented herein, the PCC pavement sections should have a minimum thickness as presented in Table 8.9.4. The sections can remain the same of pervious

concrete will be used within the development area. The pervious PCC pavement should be drained similar to the pavers as discussed herein.

**TABLE 8.9.4  
RIGID PAVEMENT RECOMMENDATIONS**

Location	Portland Cement Concrete (inches)
PCC Pavement	7

- 8.9.9 The PCC pavement should be placed over subgrade soil that is compacted to a dry density of at least 95 percent of the laboratory maximum dry density near to slightly above optimum moisture content. This pavement section is based on a minimum concrete compressive strength of approximately 3,000 psi (pounds per square inch). Base material will not be required beneath concrete improvements.
- 8.9.10 A thickened edge or integral curb should be constructed on the outside of concrete slabs subjected to wheel loads. ~~The thickened edge should be 1.2 times the slab thickness or a~~ minimum thickness of 2 inches, whichever results in a thicker edge, and taper back to the recommended slab thickness 4 feet behind the face of the slab (e.g., a 7-inch-thick slab would have a 9-inch-thick edge). Reinforcing steel will not be necessary within the concrete for geotechnical purposes with the possible exception of dowels at construction joints as discussed herein.
- 8.9.11 To control the location and spread of concrete shrinkage cracks, crack-control joints (weakened plane joints) should be included in the design of the concrete pavement slab. Crack-control joints should not exceed 30 times the slab thickness with a maximum spacing of 15 feet for the 7-inch-thick slabs (e.g., a 7-inch-thick slab would have a 15-foot spacing pattern), and should be sealed with an appropriate sealant to prevent the migration of water through the control joint to the subgrade materials. The depth of the crack-control joints should be determined by the referenced ACI report.
- 8.9.12 To provide load transfer between adjacent pavement slab sections, a butt-type construction joint should be constructed. The butt-type joint should be thickened by at least 20 percent at the edge and taper back at least 4 feet from the face of the slab. As an alternative to the butt-type construction joint, dowelling can be used between construction joints for pavements of 7 inches or thicker. As discussed in the referenced ACI guide, dowels should consist of smooth, 1-inch-diameter reinforcing steel 14 inches long embedded a minimum of 6 inches into the slab on either side of the construction joint. Dowels should be located at the midpoint of the slab, spaced at 12 inches on center and lubricated to allow joint



movement while still transferring loads. In addition, tie bars should be installed at the as recommended in Section 3.8.3 of the referenced ACI guide. The structural engineer should provide other alternative recommendations for load transfer.

- 8.9.13 The performance of pavement is highly dependent on providing positive surface drainage away from the edge of the pavement. Water should not be allowed to pond on or adjacent to the proposed pavement surfaces to reduce the potential for pavement distress and possible subgrade failure. Drainage from landscaped areas should be directed to controlled drainage structures. Landscape areas adjacent to the edge of asphalt pavements are not recommended due to the potential for surface or irrigation water to infiltrate the underlying permeable aggregate base and cause distress. Where such a condition cannot be avoided, consideration should be given to incorporating measures that will significantly reduce the potential for subsurface water migration into the aggregate base. If planter islands are planned, the perimeter curb should extend at least 6 inches below the level of the base materials.

## **8.10 Slope Maintenance**

- 8.10.1 Slopes that are steeper than 3:1 (horizontal to vertical) may, under conditions which are both difficult to prevent and predict, be susceptible to near surface (surficial) slope instability. The instability is typically limited to the outer three feet of a portion of the slope and usually does not directly impact the improvements on the pad areas above or below the slope. The occurrence of surficial instability is more prevalent on fill slopes and is generally preceded by a period of heavy rainfall, excessive irrigation, or the migration of subsurface seepage. The disturbance and/or loosening of the surficial soils, as might result from root growth, soil expansion, or excavation for irrigation lines and slope planting, may also be a significant contributing factor to surficial instability. It is, therefore, recommended that, to the maximum extent practical: (a) disturbed/loosened surficial soils be either removed or properly recompacted, (b) irrigation systems be periodically inspected and maintained to eliminate leaks and excessive irrigation, and (c) surface drains on and adjacent to slopes be periodically maintained to preclude ponding or erosion. It should be noted that although the incorporation of the above recommendations should reduce the potential for surficial slope instability, it will not eliminate the possibility, and, therefore, it may be necessary to rebuild or repair a portion of the project's slopes in the future.

## **8.11 Surface Drainage**

- 8.11.1 Proper surface drainage is critical to the future performance of the project. Uncontrolled infiltration into the soil can adversely affect the performance of the planned improvements. Saturation of soil can cause a loss of internal shear strength and increase its

compressibility, resulting in a change in the original designed engineering properties. Proper drainage should be maintained at all times.

8.11.2 All site drainage should be collected and controlled in non-erosive drainage devices. Drainage should not be allowed to pond anywhere on the site, and especially not against any foundation or retaining wall. The site should be graded and maintained such that surface drainage is directed away from structures in accordance with 2013 CBC 1804.3 or other applicable standards. In addition, drainage should not be allowed to flow uncontrolled over any descending slope. Discharge from downspouts, roof drains and scuppers are not recommended onto unprotected soils within five feet of the building perimeter. Planters that are located adjacent to foundations should be sealed to prevent moisture intrusion into the soils providing foundation support. Landscape irrigation is not recommended within five feet of the building perimeter footings except when enclosed in protected planters.

8.11.3 Positive site drainage should be provided away from structures, pavement, and the tops of slopes to swales or other controlled drainage structures. The building pad and pavement areas should be fine-graded such that water is not allowed to pond.

8.11.4 Landscaping planters immediately adjacent to paved areas are not recommended due to the potential for surface or irrigation water to infiltrate the pavement's subgrade and base course. Either a subdrain, which collects excess irrigation water and transmits it to drainage structures, or impervious above-grade planter boxes should be used. In addition, where landscaping is planned adjacent to the pavement, it is recommended that consideration be given to providing a cutoff wall along the edge of the pavement that extends at least 12 inches below the base material.

8.11.5 The property consists of compacted fill and the planned bioswale is located at the north end of the property. Therefore, storm water infiltration should not be incorporated into the development of the project. The bio-swales should be setback from the planned improvements a sufficient distance to avoid water from infiltrating below settlement sensitive improvements. The setback distance should be at least 10 feet. In addition, a subdrain should be installed at the base of the bioswale and should be connected to the storm drain system. An overflow device may be necessary to prevent water from overtopping the bioswale area and water flowing over and down the face of the adjacent slope.

8.11.6 We performed two permeability tests at depths of approximately 3 to 4 feet below ground surface within the area of the proposed bio-swale using an Aardvark Permeameter at the location presented on the Geologic Map, Figure 2. The 3-inch diameter test holes were

hand augured to the designated depths. The results of the permeability testing are presented in Table 8.11.1. The soil type encountered generally consisted of medium dense, silty to clayey, fine to medium sand.

**TABLE 8.11.1  
SATURATED PERMEABILITY TEST RESULTS**

Location	Field Saturated Permeability [Aardvark Permeameter] (in/hr)
P-1	0.8
P-2	0.5

8.11.7 Soil permeability values from in-situ tests can vary significantly from one location to another due to the non-homogeneous characteristics inherent to most soil. However, if a sufficient amount of field and laboratory test data is obtained, a general trend of soil permeability can usually be evaluated. For this project and for storm water purpose, the soil infiltration rates presented herein should be considered approximate values for preliminary design use only.

8.11.8 The degree of soil compaction or in-situ density has a marked effect on soil permeability. As the relative compaction is increased the soil permeability decreases. Based on our experience and other studies we performed, we have found that a 10 percent increase in compaction results in an order of magnitude decrease in soil permeability. We recommend that additional permeability testing be performed throughout the limits of each infiltration system to establish the soil hydraulic conductivity trend after completion of grading and construction of site improvements.

8.11.9 The United States Department of Agriculture (USDA), Natural Resources Conservation Services possesses general information regarding the existing soil conditions for areas within the United States. Table 8.11.2 presents a summary of the existing geologic conditions and the hydrologic soil type.

**TABLE 8.11.2  
USDA SOIL SURVEY SOIL TYPE**

Map Unit Name	Map Unit Symbol	Approximate Percentage of Property	Hydrologic Soil Group
Man-Made Fill	Qcf	100	D

8.11.10 The USDA website also provides a discussion regarding the Hydrologic Soil Group. Table 8.11.3 presents the description of Hydrologic Soil Group. If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soil that in the natural condition are in group D are assigned to dual classes.

**TABLE 8.11.3  
USDA HYDROLOGIC SOIL GROUP INFORMATION**

Soil Group	Soil Group Definition
A	Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
B	Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
C	Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
D	Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**8.12 Plan Review**

8.12.1 Grading and foundation plans should be reviewed by the Geocon Incorporated prior to finalization to check that the plans have been prepared in substantial conformance with the recommendations of this report and to provide additional analyses or recommendations, if necessary.

## LIMITATIONS AND UNIFORMITY OF CONDITIONS

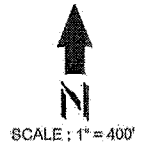
1. Recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, Geocon Incorporated should be notified so that supplemental recommendations can be given. The evaluation or identification of the potential presence of hazardous or corrosive materials was not part of the scope of services provided by Geocon Incorporated.

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2. This report is issued with the understanding that it is the responsibility of the owner, or of his representative, to ensure that the information and recommendations contained herein are brought to the attention of the architect and engineer for the project and incorporated into the plans, and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.
3. The findings of this report are valid as of the present date. However, changes in the conditions of a property can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.
4. The firm that performed the geotechnical investigation for the project should be retained to provide testing and observation services during construction to provide continuity of geotechnical interpretation and to check that the recommendations presented for geotechnical aspects of site development are incorporated during site grading, construction of improvements, and excavation of foundations. If another geotechnical firm is selected to perform the testing and observation services during construction operations, that firm should prepare a letter indicating their intent to assume the responsibilities of project geotechnical engineer of record. A copy of the letter should be provided to the regulatory agency for their records. In addition, that firm should provide revised recommendations concerning the geotechnical aspects of the proposed development, or a written acknowledgement of their concurrence with the recommendations presented in our report. They should also perform additional analyses deemed necessary to assume the role of Geotechnical Engineer of Record.



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<b>VICINITY MAP</b>		
TORREY MEADOWS NEIGHBORHOOD PARK SAN DIEGO, CALIFORNIA		
DATE 06 - 02 - 2014	PROJECT NO. G1575 - 11 - 01	FIG. 1

JH / RS		DSK/GTYPD
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Y:\PROJECTS\G1575-11-01 (Torrey Meadows Neighborhood Park)\DETAILS\G1575-11-01\_VICMAP\_FIG1.dwg

TORREY MEADOWS NEIGHBORHOOD PARK  
SAN DIEGO, CALIFORNIA



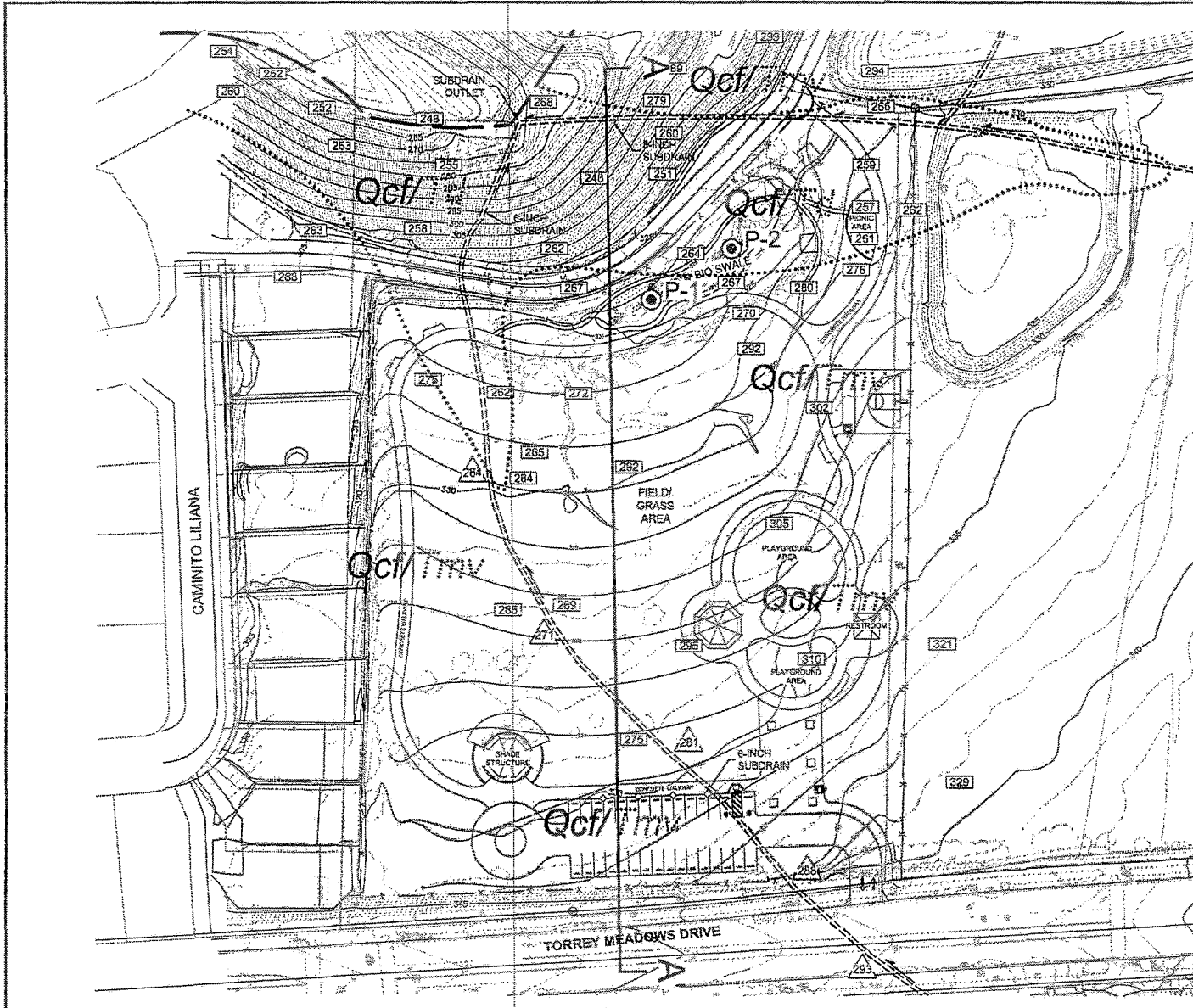
GEOCON LEGEND

- Qcf*.....COMPACTED FILL
- Tmv*.....MISSION VALLEY FORMATION (Dotted Where Buried)
- Td*.....DELMAR FORMATION (Dotted Where Buried)
- .....APPROX. LOCATION OF GEOLOGIC CONTACT (Dotted Where Buried)
- P-2.....APPROX. LOCATION OF PERMEABILITY TESTING
- .....APPROX. LOCATION OF EXISTING SUBDRAIN
- 293.....APPROX. ELEVATION OF SUBDRAIN (feet)
- 280.....APPROX. ELEVATION OF BOTTOM OF FILL (feet)
- A.....APPROX. LOCATION OF GEOLOGIC CROSS-SECTION

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PROJECT NO. G1575-11-01  
FIGURE 2  
DATE 06-02-2014

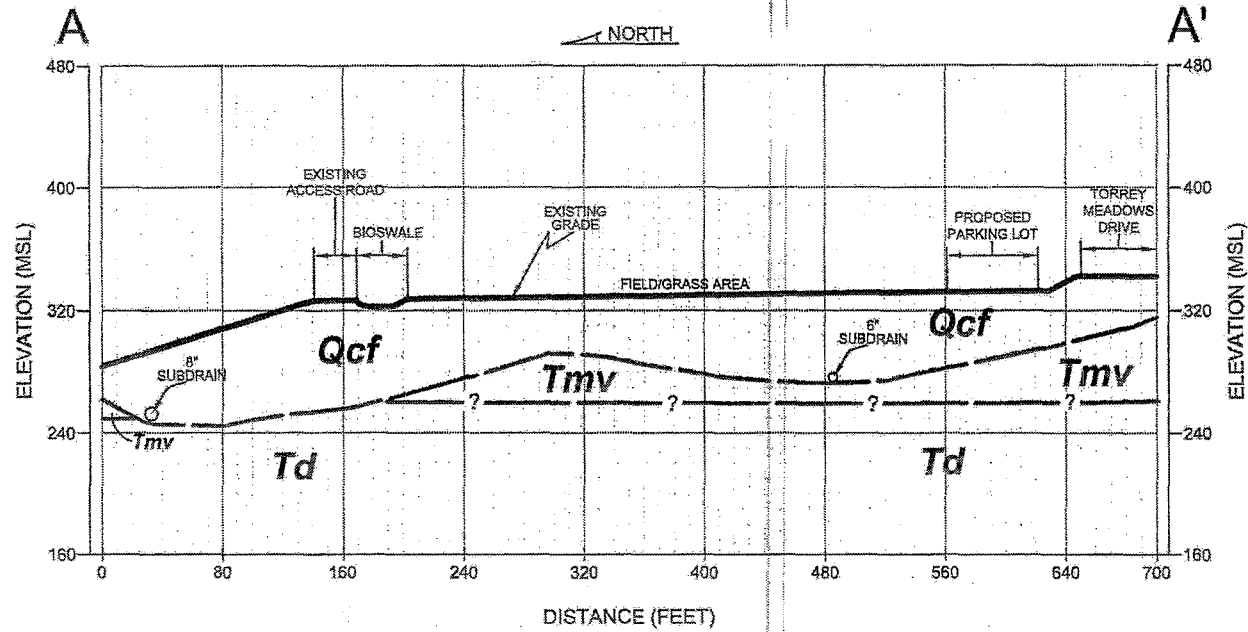
GEOLOGIC MAP

X:\PROJ\EST\G1575-11-01 [Torrey Meadows Neighborhood Park]\SHEET\G1575-11-01 Geo Map (TH).dwg





TORREY MEADOWS NEIGHBORHOOD PARK  
SAN DIEGO, CALIFORNIA.



**GEOLOGIC CROSS-SECTION A-A'**

SCALE: 1" = 80' (Vert. = Horiz.)

**GEOCON LEGEND**

- Qcf**.....COMPACTED FILL
- Tmv**.....MISSION VALLEY FORMATION
- Td**.....DELMAR FORMATION
- .....APPROX. LOCATION OF GEOLOGIC CONTACT  
(Queried Where Uncertain)

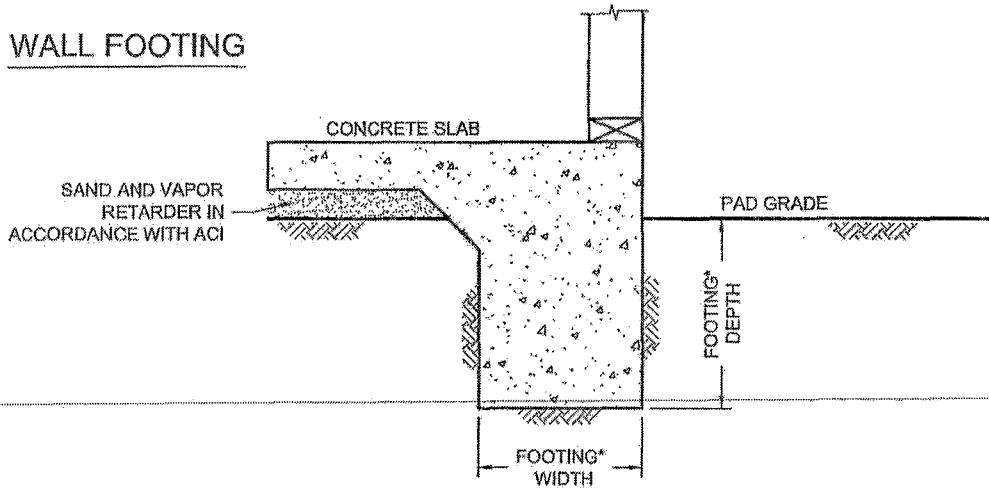
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PHONE 858 558-6900 • FAX 858 558-6159  
PROJECT NO. G1575-11-01  
FIGURE 3  
DATE 06-02-2014

GEOLOGIC CROSS - SECTION

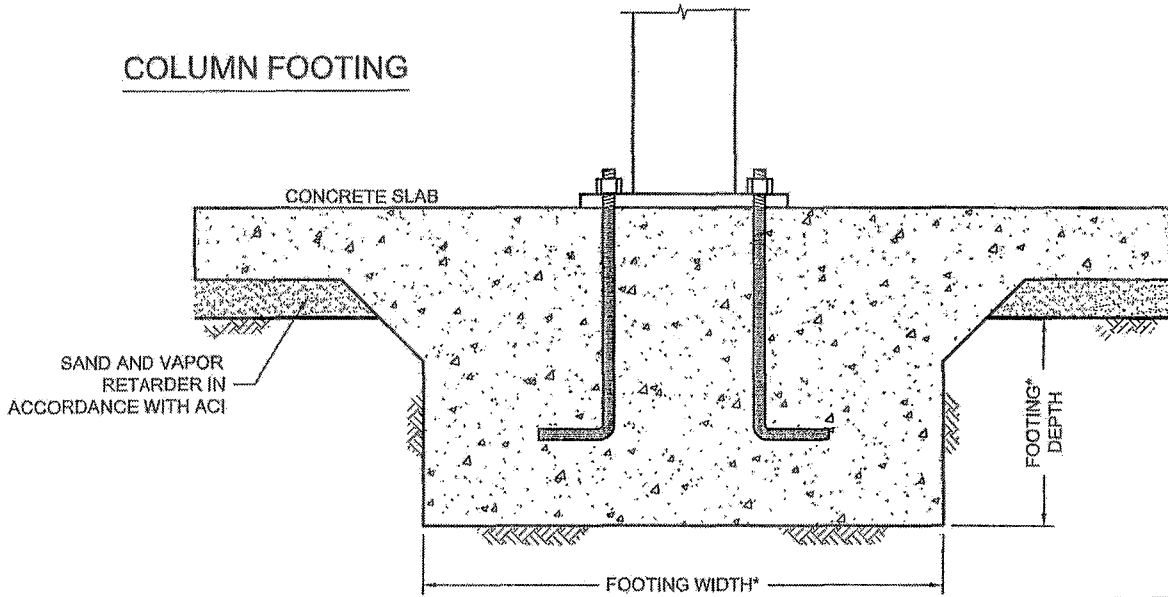
Y:\PROJECTS\G1575-11-01 (Torrey Meadows Neighborhood Park)\SHEETS\G1575-11-01 Cross-Section.dwg



WALL FOOTING



COLUMN FOOTING



NO SCALE

\*...SEE REPORT FOR FOUNDATION WITHD AND DEPTH RECOMMENDATION

WALL / COLUMN FOOTING DIMENSION DETAIL

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SAN DIEGO, CALIFORNIA

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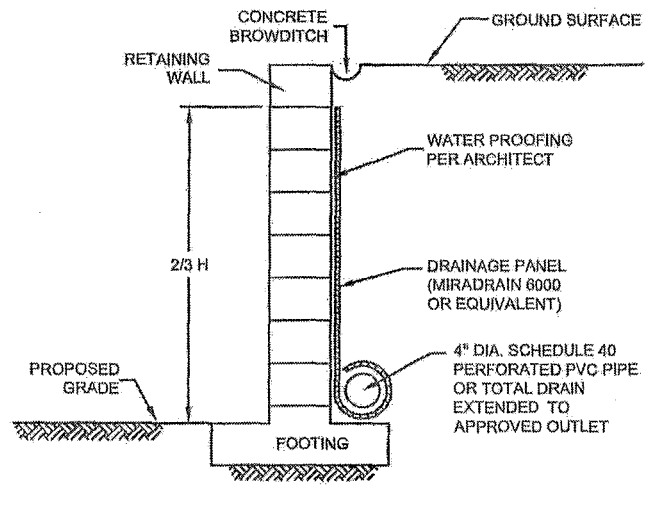
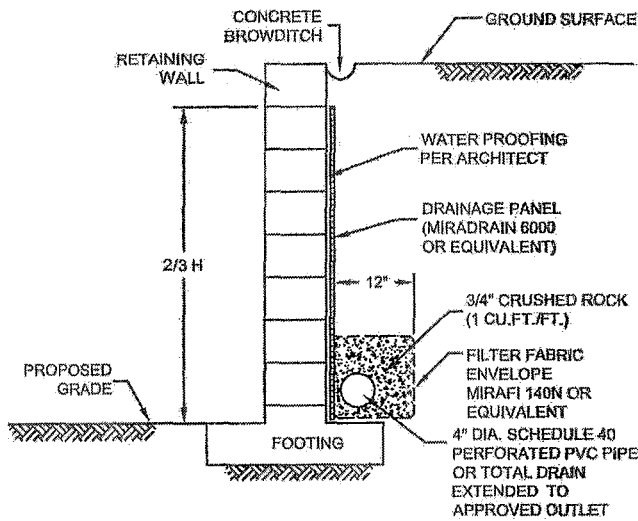
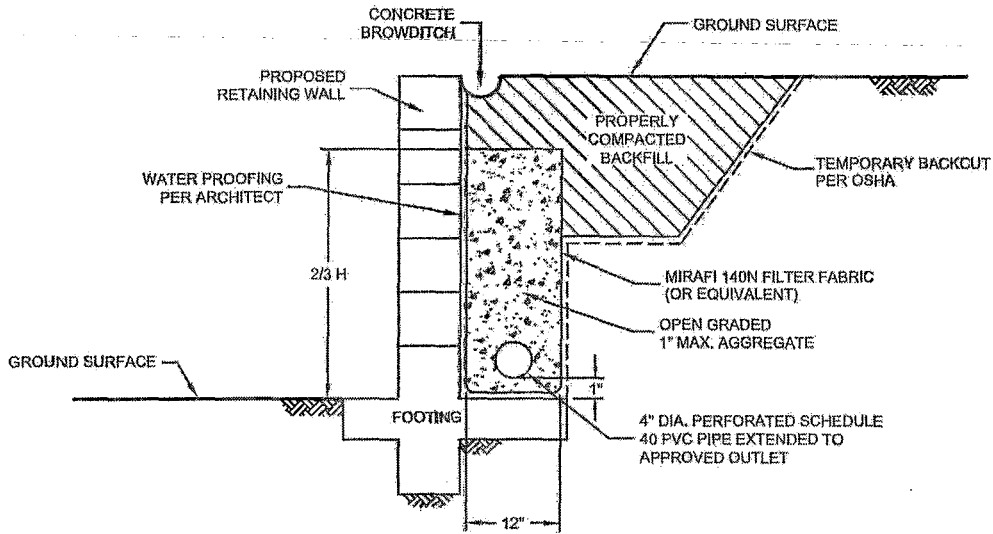
DATE 06 - 02 - 2014

PROJECT NO. G1575 - 11 - 01

FIG. 4

COLFOOT2

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NOTE :

DRAIN SHOULD BE UNIFORMLY SLOPED TO GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING

NO SCALE

TYPICAL RETAINING WALL DRAIN DETAIL

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RM / AML

DSK/GTYPD

DATE 06 - 02 - 2014

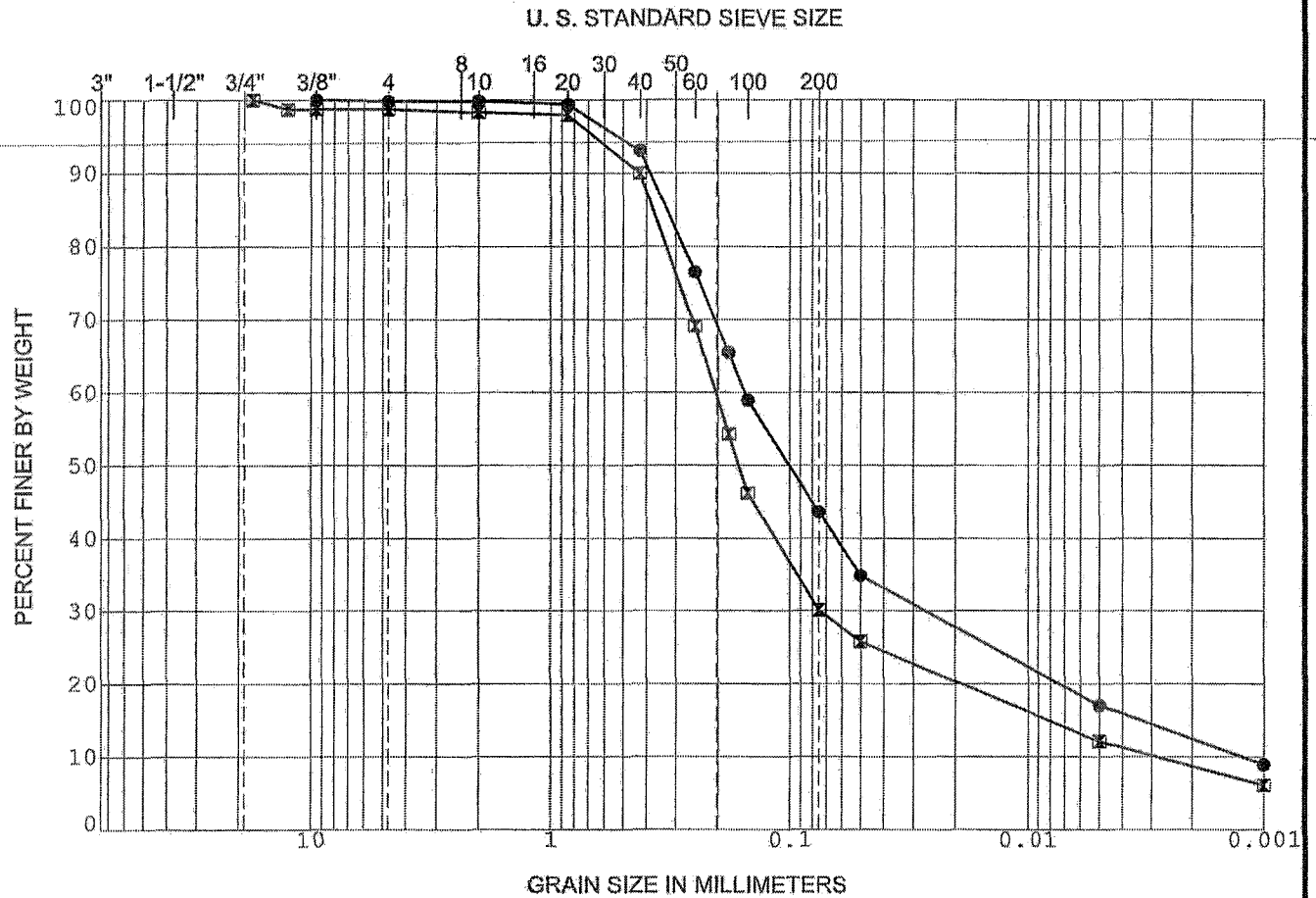
PROJECT NO. G1575 - 11 - 01

FIG. 5

RWDD7A

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GRAVEL		SAND			SILT OR CLAY
COARSE	FINE	COARSE	MEDIUM	FINE	



GRADATION CURVE

TORREY MEADOWS  
NEIGHBORHOOD PARK  
SAN DIEGO, CALIFORNIA

Figure 6

**TABLE I**  
**SUMMARY OF LABORATORY MAXIMUM DRY DENSITY AND**  
**OPTIMUM MOISTURE CONTENT TEST RESULTS**  
**ASTM D 1557**

Sample No.	Description	Maximum Dry Density (pcf)	Optimum Moisture Content (% dry wt.)
1	Yellowish olive, Silty, fine to medium SAND; trace clay and some gravel	121.4	11.2

**TABLE II**  
**SUMMARY OF LABORATORY EXPANSION INDEX TEST RESULTS**  
**ASTM D 4829**

Sample No.	Moisture Content (%)		Dry Density (pcf)	Expansion Index	Expansion Classification	2013 CBC Soil Expansion Classification
	Before Test	After Test				
EI-1	10.6	20.2	108.2	28	Low	Expansive
EI-2	12.4	19.6	102.7	1	Very Low	Non-Expansive
EI-3	10.8	20.5	106.2	29	Low	Expansive
EI-4	11.7	20.8	105.5	31	Low	Expansive

**TABLE III**  
**SUMMARY OF LABORATORY WATER-SOLUBLE SULFATE TEST RESULTS**  
**CALIFORNIA TEST 417**

Sample No.	Water-Soluble Sulfate (%)	Sulfate Exposure	Sulfate Class
EI-1	0.010	Not Applicable	S0
EI-2	0.017	Not Applicable	S0
EI-3	0.210	Severe	S2
EI-4	0.013	Not Applicable	S0

## LIST OF REFERENCES

1. ASCE 7-10, *Minimum Design Loads for Buildings and Other Structures*, Second Printing, April 6, 2011.
2. Boore, D. M., and G. M Atkinson (2008), *Ground-Motion Prediction for the Average Horizontal Component of PGA, PGV, and 5%-Damped PSA at Spectral Periods Between 0.01 and 10.0 S*, *Earthquake Spectra*, Volume 24, Issue 1, pages 99-138, February 2008.
3. California Geologic Survey, *Seismic Shaking Hazards in California*, Based on the USGS/CGS Probabilistic Seismic Hazards Assessment (PSHA) Model, Edited May 9, 2013. 10% probability of being exceeded in 50 years. <http://redirect.conservation.ca.gov/cgs/rghm/pshamap/pshamap.asp>.
4. California Geologic Survey, *Tsunami Inundation Map For Emergency Planning, State of California- County of San Diego, La Jolla Quadrangle*, dated June 1, 2009.
5. Campbell, K. W., Y. Bozorgnia, *NGA Ground Motion Model for the Geometric Mean Horizontal Component of PGA, PGV, PGD and 5% Damped Linear Elastic Response Spectra for Periods Ranging from 0.01 to 10 s*, Preprint of version submitted for publication in the NGA Special Volume of *Earthquake Spectra*, Volume 24, Issue 1, pages 139-171, February 2008.
6. Chiou, Brian S. J. and Robert R. Youngs, *A NGA Model for the Average Horizontal Component of Peak Ground Motion and Response Spectra*, preprint for article to be published in NGA Special Edition for *Earthquake Spectra*, Spring 2008.
7. City of San Diego, *Seismic Safety Study, Geologic Hazards and Faults*, 2008 edition, Map Sheet 43.
8. Kennedy, M. P. and S. S. Tan, 2008, *Geologic Map of the San Diego 30'x60' Quadrangle, California*, USGS Regional Map Series Map No. 3, Scale 1:100,000.
9. Risk Engineering, EZ-FRISK, Ver. 7.62, 2012.
10. Unpublished Geotechnical Reports and Information, Geocon Incorporated.
11. USGS computer program, Seismic Design Maps, <http://earthquake.usgs.gov/designmaps/us/application.php>.

**APPENDIX G**

**SAMPLE ARCHAEOLOGY INVOICE**

---

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

**To:** Name of Resident Engineer  
City of San Diego  
Field Engineering Division  
9485 Aero Drive  
San Diego, CA 92123-1801

**Project Name:** Insert Project Name

**SAP Number (WBS/IO/CC):** Insert SAP Number

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

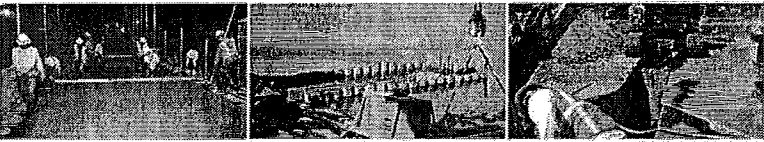
1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
  - a. Please briefly describe your application (consideration) of all four California Register criteria.
  - b. If the resource is eligible under Criterion D, please define the important information that may be present.
  - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
  - d. What is the age of the resource?
  - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
  - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
  - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
  - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).



**APPENDIX H**

**SAMPLE OF PUBLIC NOTICES**



# CONSTRUCTION NOTICE

## 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.

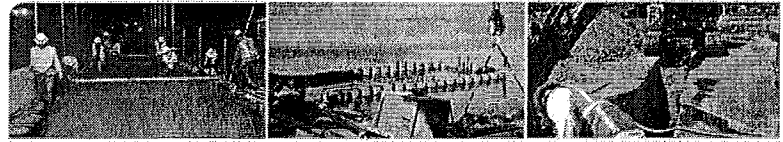
### Anticipated Construction Schedule

- *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.)

For questions related to this work  
 Call: (619) 533-4207  
 Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)  
 Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)



# CONSTRUCTION NOTICE

## 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.

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- Two-way traffic will be maintained at all times.

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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@sandiego.gov](mailto:engineering@sandiego.gov)  
 Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)



**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

# ATTACHMENT G

## CONTRACT AGREEMENT

# CONTRACT AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and 3-D ENTERPRISES, INC., herein called "Contractor" for construction of **Torrey Meadows Neighborhood Park**; Bid No. **K-16-1395-DBB-3** in the amount of THREE MILLION THREE HUNDRED AND SIXTY FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$3,365,750.00) which is comprised of the Base Bid alone.

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).
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 **Torrey Meadows Neighborhood Park**; Bid No. **K-16-1395-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

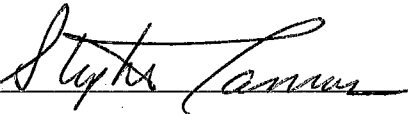
**CONTRACT AGREEMENT (continued)**

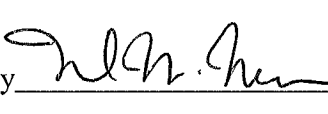
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By 

By 

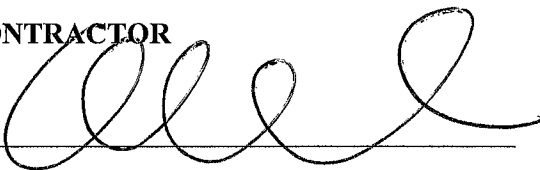
Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

Print Name: Mark V. Weller  
Deputy City Attorney

Date: 7-6-16

Date: 7-6-16

**CONTRACTOR**

By 

Print Name: Shawn Elinu

Title: Vice President

Date: 05/12/16

City of San Diego License No.: B1994008349

State Contractor's License No.: 621125

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003754

## **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

## **ELECTRONICALLY SUBMITTED FORMS**

### **THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders  
Guarantee of Good Faith (Bid Security) for further  
instructions**
  
- B. CONTRACTOR’S CERTIFICATION OF PENDING  
ACTIONS**
  
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION  
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted  
as part of the bid submittal**

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ 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

\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
(Principal)

\_\_\_\_\_  
(SEAL)  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## 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: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**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](http://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.

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:
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(Rev 02/15/2011)

Bid Results for Project Torrey Meadows Neighborhood Park (K-16-1395-DBB-3)  
 Issued on 03/16/2016  
 Bid Due on April 18, 2016 2:00 PM (Pacific)  
 Exported on 04/19/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
298136	3-D Enterprises, Inc.	7964 Arjons Drive, Suite 1	San Diego	92126	United States	Shawn Ellhu	858-530-2202 ext. 13	858-530-2208	shawn@3d-nt.com	PQUAL,SLBE,CADIR,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Shawn Ellhu	Vice President	858-530-2202 ext. 13	shawn@3d-nt.com

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	April 18, 2016 1:43:59 PM (Pacific)			Submitted	78022	0

Attachments		
File Title	File Name	File Type
Contractor's Certification of Pending	SKMBT_C22016041810561.pdf	General Attachments
Equal Benefits Ordinance	SKMBT_C22016041810562.pdf	General Attachments
Bid Bond	SKMBT_C22016041810560.pdf	General Attachments

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$45,000.00	\$45,000.00
2	Main Bid	541370	Survey Services	LS	1	\$20,000.00	\$20,000.00
3	Main Bid	236220	Building Permits (EOCP Type I)	AL	1	\$5,000.00	\$5,000.00
4	Main Bid	238990	Mobilization	LS	1	\$80,000.00	\$80,000.00
5	Main Bid		Field Orders (EOCP Type II)	AL	1	\$160,000.00	\$160,000.00
6	Main Bid	238990	Construction of Torrey Meadows Neighborhood Park facilities per Plans numbered 38089-01-D through 38089-33-D, inclusive, and these specifications, including but not limited to the children's play area, basketball court, comfort station, picnic areas, furnishings, parking area, turf field, pathways, security lighting, landscaping, irrigation, utilities, drainage, hardscape and all necessary special inspections permits and fees.	LS	1	\$2,950,000.00	\$2,950,000.00
7	Main Bid	541690	Biological Resources Mitigation Monitoring and Reporting Program	LS	1	\$12,000.00	\$12,000.00
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	\$8,000.00	\$8,000.00
10	Main Bid	541690	Archeological and Native American Mitigation and Curation (EOCP Type I)	AL	1	\$10,000.00	\$10,000.00
11	Main Bid	541690	Paleontological Mitigation and Excavation (EOCP Type I)	AL	1	\$10,000.00	\$10,000.00
12	Main Bid	238210	SDG&E Service Orders	LS	1	\$5,000.00	\$5,000.00
13	Main Bid	237110	Water and Sewer Capacity Fees (EOCP Type I)	AL	1	\$25,000.00	\$25,000.00
14	Main Bid	541330	Permit Fee (SWPPP) - (EOCP Type I)	AL	1	\$750.00	\$750.00
15	Main Bid	541330	Water Pollution Control Program Development (SWPPP)	LS	1	\$5,000.00	\$5,000.00
16	Main Bid	238990	Water Pollution Control Program Implementation (SWPPP)	LS	1	\$20,000.00	\$20,000.00
						Subtotal	\$3,365,750.00
						Total	\$3,365,750.00

Subcontractors								
Name	Description	License Num	Amount	Type	Address	City	ZipCode	Country
Public Restroom Company	Restroom Bldg.	822966	\$186,200.00		2587 Business Parkway	Minden	89423	United States
Linear Striping, Inc.	Striping	808060	\$1,595.00	CADIR,ELBE,MALE,PQUAL,SDB	PO Box 431	La Mesa	91944-0431	United States
FenceCorp Inc.	Fence	886544	\$31,380.00		2401 Industry Street	Oceanside	92054	United States
Tot Lot Pros	Play Equipment Installation	967975	\$45,000.00		14660 Mallory Drive	Fontana	92335	United States
Geometria, Inc.	Surveying	8414	\$12,600.00		107 E. Grand Ave.	Escondido	92025	United States
Robertson Industries, Inc.	Rubber Surface	667261	\$110,730.90	CADIR	2414 West 12th St, Suite 5	Tempe	85281	United States
RAP Engineering, Inc.	Asphalt	880956	\$56,004.00	LAT,MALE,ELBE,PQUAL,DE,MBE,CADIR	503 E. Mission Road	San Marcos	92069	United States

Prime Self-Performance
86.82

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That 3-D Enterprises, Incorporated as Principal, and  
The Hanover 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

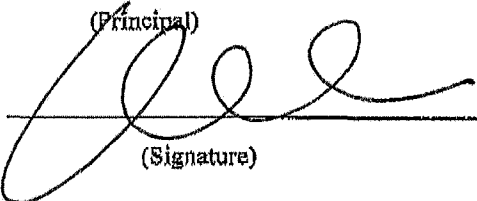
Torrey Meadows Neighborhood Park; K-16-1395-DBB-3; Bid Date: April 18, 2016

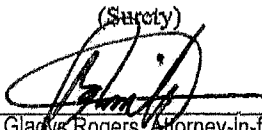
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 12th day of April, 2016

3-D Enterprises, Incorporated (SEAL)

The Hanover Insurance Company (SEAL)

(Principal)  
By:   
(Signature)

(Surety)  
By:   
Gladys Rogers, Attorney-in-fact  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# 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 12 April 2016 before me, B. Lafrenz, Notary Public  
(Here insert name and title of the officer)

personally appeared Gladys Rogers,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~is~~ 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.

B. Lafrenz  
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.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**BROOKE LAFRENZ, LARRY D. COGDILL, MICHAEL THOMAS, GLADYS ROGERS, AUDREY RODRIGUEZ**

Of Del Mar, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 12th day of July, 2010.



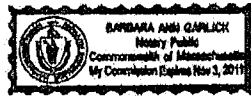
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Joanna Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 12th day of July, 2010 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of April, 2016.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen T. Brault, Assistant Vice President

### 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.

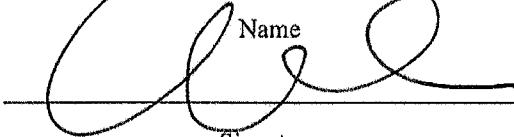
**CHECK ONE BOX ONLY.**

- 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: 3D Enterprises, Inc

Certified By Shawn Elihu Title Vice President

  
 Name  
 Signature

Date 04/18/16

**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: <b>3-D Enterprises, Inc</b>	Contact Name: <b>S. Elinu</b>
Company Address: <b>7904 Argons Dr., Ste I San Diego, CA 92126</b>	Contact Phone: <b>858 5202202</b>
	Contact Email: <b>shawn@3dnt.com</b>

**CONTRACT INFORMATION**

Contract Title: <b>Torrey Meadows Neighborhood Park</b>	Start Date:
Contract Number (if no number, state location): <b>K-16-1395-DBB-3</b>	End Date:

**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](http://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 Ordinances and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

<b>S. Elinu</b> Name/Title of Signatory	 Signature	<b>04/18/16</b> Date
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**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)