

City of San Diego

CONTRACTOR'S NAME: AGA Architectural Glass & Aluminum
ADDRESS: 15251 Alton Parkway, Irvine, CA 92618-1669
TELEPHONE NO.: (949) 387 5685 FAX NO.: (949) 387-5695
CITY CONTACT: Juan E Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
M. Gonzalez / A. Jaro / cc

CONTRACT DOCUMENTS

FOR ORIGINAL



SOLE-SOURCE CONSTRUCTION SERVICES FOR REPLACEMENT OF STOREFRONT GLASS AT THE CENTRAL LIBRARY

PROJECT NO.: K-18-1684-SLS-1
SAP NO. (WBS/IO/CC): 21004364
CLIENT DEPARTMENT: 1713
COUNCIL DISTRICT: 3
PROJECT TYPE: BD

DEPUTY CITY ENGINEER

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



Registered Engineer
For City Engineer

9/14/17

Date

Seal:



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GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.
- 1.2. The scope of work is limited to the procurement, frame installation and glazing of a new ground level storefront window into an existing opening at the Downtown Central Library.
- 1.3. This solicitation is for a firm price with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 10 of the City of San Diego 2015 Whitebook and Attachment E, Supplementary Special Provisions.

3. **CONTRACT TIME:** The Work shall be completed within **90 Working Days** from the date of issuance of the NTP unless extended by the Engineer.

4. **CONTRACT PRICE:** The Contract Price is **\$101,108**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.

5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess the valid appropriate license at the time of award. The City has determined the following licensing classification for this contract to be: **CLASS B**

6. **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.

6.1. **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.

6.1.1. 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.

6.1.2. 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.

6.2. 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.

6.3. 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.

6.3.1. 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.

6.4. 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.

6.5. 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.

- 6.6. 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.
- 6.7. 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."
- 6.8. 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.
- 6.9. 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.
- 6.9.1.** 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

8. **INSURANCE REQUIREMENTS:**

- 8.1. 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.
- 8.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements.

9. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."

10. **AWARD:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

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

- 11. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 12. PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
- 13. AWARD OF CONTRACT:**
 - 13.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.
 - 13.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.
- 14. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 working day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work.

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

The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 15. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 16. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - 16.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 16.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 16.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 16.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 16.5.** 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.
- 16.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 16.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

AGREEMENT

**FOR
CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
AGA Architectural Glass & Aluminum**

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

RECITALS

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

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


AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The 2015 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2015 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.

- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 10.
- E. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- H. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- I. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Working Days stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- J. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- K. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- L. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
 - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

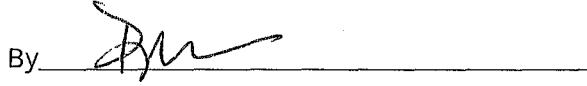
THE CITY OF SAN DIEGO

By 
Print Name: Juan E. Espindola
Contract Specialist
Public Works Department

Date: 11/29/17

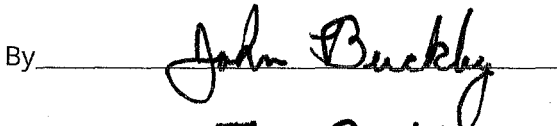
APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 
Print Name: Bonny Hsu
Deputy City Attorney

Date: 1/9/18

CONTRACTOR

By 
Print Name: John Buckley
Title: President + CEO

Date: 10/19/17

City of San Diego License No.: B2003000536

State Contractor's License No.: 313758

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

AGA Architectural Glass & Aluminum, a corporation, as principal, and
Western Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Hundred One Thousand One Hundred Eight Dollars and Zero Cents (\$101,108.00) for the
faithful performance of the annexed contract, and in the sum of **One Hundred One Thousand One
Hundred Eight Dollars and Zero Cents (\$101,108.00)** for the benefit of laborers and materialmen
designated below.

Conditions:

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

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

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

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

PERFORMANCE BOND AND 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 October 20, 2017

Approved as to Form

Architectural Glass & Aluminum Co., Inc.

Principal

By

John Buckley
John Buckley

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By

[Signature]
Deputy City Attorney

Western Surety Company

Surety

By

[Signature]
Virginia L. Black, Attorney-in-fact

Approved:

By

[Signature]
Juan E. Espindola, Contract Specialist
Public Works Department

555 Mission St.

Local Address of Surety

San Francisco, CA 94105

Local Address (City, State) of Surety

415.932.7175

Local Telephone No. of Surety

Premium \$ 1,213.00

Bond No. 30006998

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Francisco)

On October 20, 2017 before me, Betty L. Tolentino, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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.

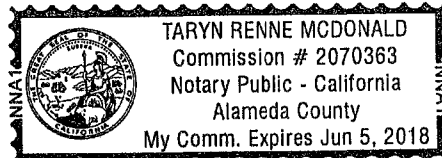
State of California
County of Alameda)

On October 20, 2017 before me, Taryn Renne McDonald-Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Taryn Renne McDonald (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Maureen O'Connell, Robert P Wrixon, Virginia L Black, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat

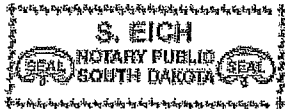
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of October, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

EXHIBIT A

PROPOSAL

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, 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 contractor 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 contractor(s) further warrants that contractor(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, contractor(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted n/a
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted n/a
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):
n/a
- (3) Signature (Note: Signature must be made by a general partner)
n/a
Full Name and Character of partner

- (4) Place of Business (Street & Number) n/a
- (5) City and State n/a Zip Code _____
- (6) Telephone No. n/a Facsimile No. _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted Architectural Glass + Aluminum Co Inc.
- (2) Signature, with official title of officer authorized to sign for the corporation:
John Buckley
(Signature)
John Buckley
(Printed Name)
President and CEO
(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 6400 Brisa Street
- (5) City and State Livermore, CA Zip Code 94550
- (6) Telephone No. 510-444-6100 Facsimile No. 510-444-6110

THE FOLLOWING SECTIONS MUST BE FILLED IN

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION B, C-11/D12, C17
 LICENSE NO. 313758 EXPIRES 6/30/18
 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100006780

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]
 E-Mail Address: tbarker@aga-ca.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

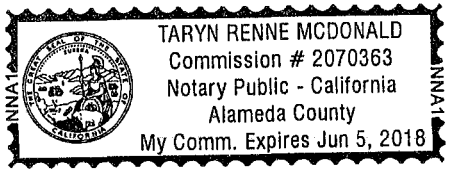
Signature John Buckley Title President & CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 19th DAY OF October, 2017

Notary Public in and for the County of Alameda, State of California

Taryn Renne McDonald

(NOTARIAL SEAL)





Architectural Glass & Aluminum

BID PROPOSAL

June 15, 2017

Manuel Gonzolez
City of San Diego
Public Works Department

RE: San Diego Library Replacement Window
San Diego, Ca

Dear Manuel:

Architectural Glass & Aluminum Company is pleased to provide you with our proposal to provide a new ground level replacement storefront window for the San Diego Library Building, damaged by a vehicle.

The scope of work is limited to the procurement, frame installation and glazing of a new ground level storefront window into an existing opening. Pricing has been based upon information provided by the City of San Diego Central Library Facilities email dated February 8, 2017.

The total including tax will be ninety eight thousand, one hundred and eight dollars (\$98,108.00).

Please see attached clarifications/exclusions/qualifications, and let us know if you have questions.

Sincerely,

Dan Romine

Dan Romine
Vice President

6400 Brisa Street
Livermore, CA 94550
T. 510-444-6100 F. 510-444-6160

15251 Alton Parkway
Irvine, CA 92618-1669
T. 949-387-5685 F. 949-387-5695
www.aga-ca.com

677 Ala Moana Blvd. Ste. 700
Honolulu, HI 96813
T. 808-589-0050 F. 808-589-0051

California License #313758 Arizona ROC #271520 Washington Registration # ARCHIG901K8 Hawaii License #C-24849



San Diego Library Replacement Storefront
June 15, 2017

A. AGA's scope of work shall be limit to the following.

1. Custom extruded parts used in the initial construction of the New Central Library.
2. Painted to match existing.
3. Removal of existing materials, board up.
4. Installation/glazing of new materials.
5. Fasteners and gaskets required of our systems.
6. Perimeter sealants.
7. Pricing includes California state sales tax at current rate.

B. Exclusions.

1. Replacement of adjacent door or hardware.
2. Attic stock.
3. Payment and Performance Bonds.
4. Temporary security of openings during construction.
5. Liquidated Damages of any kind regardless of the various requirements set forth in either the Subcontract or Prime Contract.
6. Incidental, special, indirect or Consequential Damages of any kind regardless of the various requirements set forth in either the Subcontract or Prime Contract.
7. Any periodic or final cleaning of the Work

C. Qualifications.

1. Payment terms shall be 50% deposit upon Notice to Proceed, 25% upon approval and release of materials, with 20% payment due upon completion. 5% retention shall be held.
2. This Proposal shall remain valid for a period of thirty (30) calendar days beyond the bid date. At which time, if no commitment from the Project is received, all material costs will be reviewed for potential escalation and price(s) shall be revised where applicable.
3. AGA assumes a standard work hours, and has not anticipated any premium or overtime costs
4. The warranty period is limited to 1 year from Substantial Completion of our work

PROPOSAL

The contractor agrees to the construction of **Replacement of Storefront Glass at the Central Library**, for the City of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 3,000.00
2	1	LS	238350	9-3.1	Procurement, frame installation and glazing of a new ground level storefront window	 	\$98,108.00
						TOTAL BASE PRICE:	\$101,108.00

TOTAL PRICE (Items 1 and 2, inclusive) amount written in words:

One hundred one thousand one hundred eight dollars (\$ 101,108.⁰⁰)

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

John Buckley - President and CEO

John Okubo - Chief Financial Officer

Architectural Glass and Aluminum Co Inc.

IMPORTANT NOTICE: If contractor or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if contractor or other interested person is an individual, state first and last names in full.

Contractor: Architectural Glass and Aluminum Co Inc.

Title:

Business Address: 12400 Brisa Street, Livermore, CA 94550

Place of Business: 12400 Brisa Street, Livermore, CA 94550

Place of Residence: 12400 Brisa Street, Livermore, CA 94550

Signature: John Buckley

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

EXHIBIT B

INTENTIONALLY LEFT BLANK

EXHIBIT C

LOCATION MAP

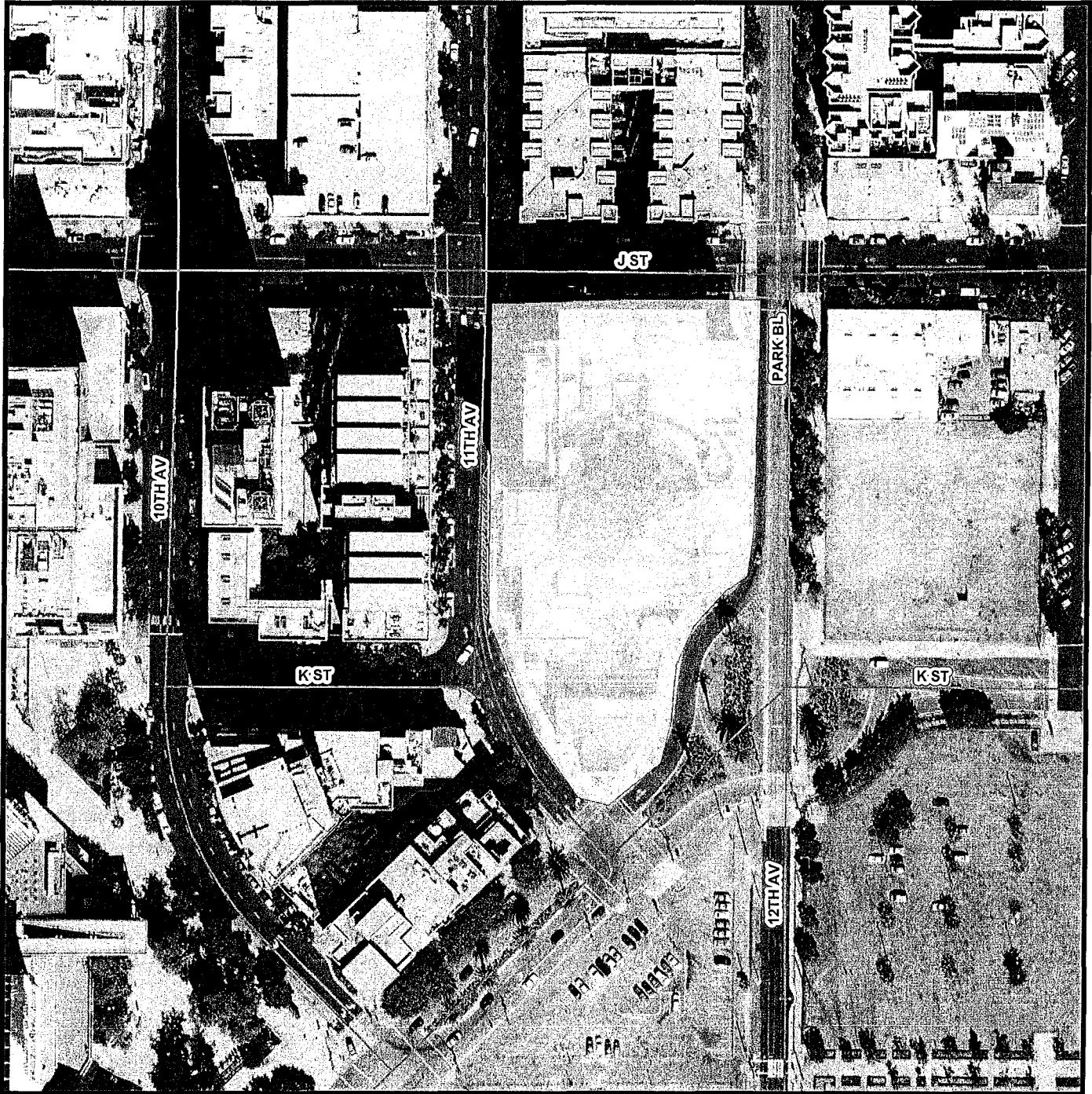
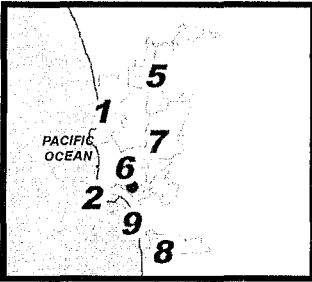
The City of
SAN DIEGO Public Works

Central Library Window Replacement


SENIOR ENGINEER
 Jong Choi
 619-533-5493

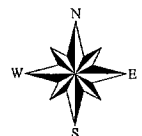
PROJECT MANAGER
 Manuel Gonzalez
 619-533-3471

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



Legend

 Work Limits



Date: June 21, 2017

IO: 13000124



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG.

EXHIBIT D

**MITIGATED NEGATIVE DECLARATION AND ADDENDUM TO A MITIGATED NEGATIVE
DECLARATION**



Land Development
Review Division
(619) 446-5460

RECEIVED

MAR 1 1 2003

Per

Addendum to a Mitigated Negative Declaration

LDR No. 41-0980A
Addendum to MND No. 41-0980
SCH No. 2003011097

SUBJECT: New Main Library. COUNCIL APPROVAL for Round Two Library Bond Act (Proposition 14) Grant Application. The new 60,000 square-foot structure, consisting of a ten-story building with two levels of underground parking would be located in the East Village, bounded by Eleventh and Twelfth Avenues and J and K Streets in the Sports/Entertainment District of the Centre City Redevelopment Area in Downtown San Diego (Lots A, B, C, D, E, F, G, H, I, J, K And L in Block 128 of Horton's Addition. Applicant: City of San Diego

I. DESCRIPTION OF CURRENT ACTION:

Compliance with the California Environmental Quality Act (CEQA) is required for all projects submitted to the Office of Library Construction as part of the Library Bond Act Grant application process. In order to satisfy this requirement evidence of the environmental impact documentation (EID) such as the final CEQA document, State Clearinghouse (SCH) compliance letter, local resolutions and notice of determinations are required. On May 28, 2002, the San Diego City Council approved the Main Library Project, certified the original Mitigated Negative Declaration (LDR No. 41-0980), adopted the Mitigation, Monitoring and Reporting Program (Council Resolution R-296575) and the application for round one of the Library Bond Act Grant application process. However, the original Mitigated Negative Declaration was not submitted to the State Clearinghouse for review because the Title 5 Library Bond Act Regulations were not clear regarding this submittal requirement. Subsequently the State felt that the Library did not satisfy the requirements for round one. The City appealed the decision to the Office of Library Construction citing specific CEQA sections regarding SCH review, and the application was reevaluated and deemed eligible. The Title 5 Regulations have now been modified to clarify the CEQA documentation requirements.

In order to satisfy the grant application requirements for round two, the original Mitigated Negative Declaration was submitted to the SCH in January 2003 for the required 30-day public review. Prior to the close of the SCH review period, the City Council approved a resolution to submit an application for the Main Library in round two of the Library Bond Act Grant process. A subsequent Notice of Determination was filed for this action based on the previously approved Mitigated Negative Declaration (Resolution No. R-297614, dated February 3, 2003). Because one letter of comment was received from a State agency during the required SCH review period, an Addendum was prepared to respond to the comment letter and clarify the environmental process that was followed for round two of the Library Bond Act grant application to date. Certification of the Final Addendum, adoption of the Mitigation, Monitoring and Reporting Program incorporated into the new document, and submittal of the SCH compliance letter will satisfy the requirements for round two of the grant application process.

II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration (LDR No. 41-0980) for the project described in the subject block and attached Initial Study.

Based upon a review of the current proposal, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous Mitigated Negative Declaration;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

IV. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

The following Mitigation Monitoring and Reporting Program was included in the previously approved Mitigated Negative Declaration and have been incorporated into this Addendum.

Geology

1. Prior to issuance of a Site Development Permit a thorough geotechnical investigation shall be required to evaluate suitability of the proposed structure within the Downtown Special Fault Zone (DSFZ). In addition, effects of seismic shaking shall be mitigated by adhering to the Uniform Building Code (UBC) or state-of-the-art seismic design.

Human Health/Public Safety/Hazardous Materials

1. Prior to the preconstruction meeting, the Engineering and Capital Projects Department shall provide verification to the Environmental Review Manager (ERM) of Land Development Review (LDR) that the County DEH and City Local Enforcement Agency (LEA) has reviewed and approved the workplan as identified in Mitigation Measures 5.13-1 through 5.13-9 adopted as part of the SEIR for the Ballpark and Ancillary Development and Associated Plan Amendments Project (SCH 98121003, September 1999).
2. Prior to the first preconstruction meeting the ERM of LDR shall verify that requirements for hazardous materials mitigation have been noted on the appropriate construction plans to ensure compliance with the Master Workplan.

Historical Resources (Archaeology)

As a condition of the Site Development Permit No. 41-0980, the applicant shall provide a full-time archaeological monitoring program during removal of landscape, hardscape, and for the initial stages of grading as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

a. Land Development Review (LDR) Plan Check

Prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Archaeological Monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).

b. Letters of Qualification have been Submitted to ERM

Prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of LDR stating that a qualified Archeologist, as defined in the City of San Diego Historical Resources Guidelines, has been retained to implement the monitoring program. Verification shall be provided to the ERM of LDR prior to the first preconstruction meeting that the qualified archaeologist has been HAZWOPER certified by the County of San Diego.

c. Second Letter Containing Names of Monitors has been sent to MMC.

A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction(Precon) Meeting and shall include the names of all persons involved in the Archaeological Monitoring of this project.

d. Records Search Prior to Precon Meeting

The qualified Archeologist shall verify that a records search has been completed and updated as necessary prior to the Precon Meeting 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 South Coast Information Center, or, if the search was in-house, a letter of verification from the Principal Investigator (PI) stating that the search was completed.

2. PRECONSTRUCTION MEETING

Monitor Shall Attend Precon Meetings

Prior to beginning any work that requires monitoring, the Owner/Permitee shall arrange a Precon Meeting that shall include the Archeologist, Construction Manager and/or Grading Contractor, Resident Engineer (RE) and MMC. The qualified Archeologist shall attend any grading related Precon Meetings to make comments and/or suggestions concerning the Archeological Monitoring program with the Construction Manager and/or Grading Contractor. Results of potential soil contamination within the project site shall be addressed with the archaeological monitor during the preconstruction meeting.

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.

Units of Measure and Cost of Curation for Public Projects

Units of measure and cost of curation will be discussed and resolved at the Precon Meeting prior to start of any work that requires monitoring.

Identify Areas to be Monitored

At the Precon Meeting, the Archeologist 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.

When Monitoring Will Occur

The Archeologist shall also submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. DURING CONSTRUCTION

a. Monitor Shall be Present During Grading/Excavation

The qualified Archeologist shall be present full-time during grading/excavation of native soils and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The RE will forward copies to MMC.

b. Monitoring Trenches Will Include Mainline, Laterals, and all Appurtenances

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact native soils, including trenching within native soils that is new and /or one foot deeper than existing mainlines, laterals, services, and other appurtenances as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c. Discoveries

(1) Discovery Process

In the event of a discovery, and when requested by the Archeologist, 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 Archeologist with PI level evaluation responsibilities shall also immediately notify MMC of such findings at the time of discovery. MMC will provide appropriate LDR staff contact for consultation.

(2) Determination of Significance

The significance of the discovered resources shall be determined by the Archeologist in consultation with LDR and the Native American Community, if applicable. 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 and carried out to mitigate impacts before ground disturbing activities in the area of discovery will be allowed to resume.

d. Human Remains

The following is a summary of the procedures set forth in the Public Resources Code (Sec.5097.98) and the State Health and Safety code (Sec. 7050.5):

(1) **NOTIFICATION**

- (a) Archaeological Monitor shall notify the Resident Engineer (RE), Principal Investigator (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).
- (b) The PI shall notify the County Coroner after consultation with the RE, either in person or via telephone.

(2) **STOP WORK AND ISOLATE DISCOVERY SITE**

- (a) 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 concerning the origin of the remains and the cause of death.
- (b) 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.
- (c) 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.

(3) **IF HUMAN REMAINS ARE NOT NATIVE AMERICAN**

- (a) The PI shall contact the Native American Historic Commission (NAHC) and notify them of the historical context of the burial. NAHC will identify the person or persons it believes to be the Most Likely Descendent (MLD).
- (b) 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).
- (c) If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for reburial of the human remains shall be made in consultation with MMC, EAS, the land owner, the NAHC and the Museum of Man.

(4) **IF HUMAN REMAINS ARE NATIVE AMERICAN**

- (a) The Coroner shall notify the Native American Heritage Commission NAHC. (NOTE: By law, ONLY the Coroner can make this call.)
- (b) NAHC will identify the person or persons it believes to be the MLD.
- (c) 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).

(5) **BURIAL PROCEDURES**

The land owner, or his authorized representative shall rebury 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:

- (a) 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;

- (b) The landowner or authorized representative rejects the recommendation of the MLD and mediation by the NAHC fails to provide measures acceptable to the landowner.

(6) BURIAL PROCEDURE IF IDENTIFICATION OR MEDIATION FAILS

IF, the NAHC is unable to identify a MLD, OR, the MLD fails to make recommendations within 24 hours after being notified by the commission, OR, the landowner or authorized representative rejects the recommendation of the descendant, AND mediation by the NAHC fails to provide measures acceptable to the landowner; THEN:

e. Notification of Completion

The Archeologist shall notify MMC and the RE of the end date of monitoring.

4. POST CONSTRUCTION

a. Handling and Curation of Artifacts and Letter of Acceptance

The Archeologist 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. Final Results Reports (Monitoring and Research Design And Data Recovery Program)

- (1) For Public Projects, within three months following the completion of monitoring, 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 Environmental Review Manager of LDR and one copy sent the Resident Engineer.
- (2) For significant Archaeological resources encountered during monitoring, the Research Design And Data Recovery Program shall be included as part of the Final Results Report. Two copies of the Final Results Report for significant Archaeological resources, if required, shall be submitted to MMC for approval by the ERM of LDR and one copy sent the RE.

c. Recording Sites with State of California Department of Park and Recreation

The Archeologist 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 at San Diego State University with the Final Results Report.

Paleontological Resources

The site is underlain by a geologic formation which has a moderate probability of containing important paleontological resources. The amount of excavation required for the project has the potential to adversely impact those resources, therefore a

monitoring program is required as a condition of Site Development Permit No. 41-0980. The conditions are as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

a. Land Development Review (LDR) Plan Check

Notes on plans

- (1) For Public Projects, prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Paleontological monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).

b. Letters of Qualification have been Submitted to ERM

- (1) For Public Projects, prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of Land Development Review (LDR) stating that a qualified Paleontologist, as defined in the City of San Diego Paleontological Guidelines, has been retained to implement the monitoring program.

c. Second Letter Containing Names of Monitors has been sent to MMC.

A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction (Precon) Meeting and shall include the names of all persons involved in the Paleontological monitoring of this project.

d. Records Search Prior to Precon Meeting

The qualified Paleontologist shall verify that a records search has been completed, and updated as necessary, prior to the Precon Meeting 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 verifying that the search was completed.

2. PRECON MEETING

a. Monitor Shall Attend Precon Meetings

- (1) Prior to beginning of any work that requires monitoring, the Owner/Permitee 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.
- (2) 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.

b. 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.

c. When Monitoring Will Occur

The Paleontologist also shall submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. DURING CONSTRUCTION

a. Monitor Shall be Present During Grading/Excavation

(1) For Public projects, the qualified Paleontologist shall be present full-time during the initial cutting of previously undisturbed formations with high and moderate resource sensitivity at depths of 10 feet or more and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The Re will forward copies to MMC.

b. Monitoring of trenches will include mainline, laterals, and all appurtenances (Public projects)

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact formations with high and moderate resource at depths of 10 feet or greater as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c. Discoveries

(1) 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 will 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.

(2) 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 provide appropriate LDR staff contact for consultation.

d. Notification of Completion

The Paleontologist shall notify MMC and the RE of the end date of monitoring.

4. POST CONSTRUCTION

The Paleontologist shall be responsible for preparation of fossils to a point of curation as defined by the City of San Diego Paleontological Guidelines.

a. 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.

- b. **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.
- c. **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.
- d. **Final Results Report**
 - (1) For Public projects, within three months following the completion of grading/trenching, 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 and one copy sent to the RE.

Water Quality

- 1. Prior to City approval of the final construction documents, the Engineering and Capital Improvements Department shall certify and approve engineering drawings, identifying appropriate pre- and post-construction Best Management Practices to ensure compliance with the City's Stormwater Regulations.

Myra Herrmann, Senior Planner
Development Services Department



Analyst: Myra Herrmann

February 28, 2003
Date of Final Report

DISTRIBUTION:

The addendum and Mitigated Negative Declaration were distributed to:

State of California

Department of Toxic Substances Control
County of San Diego

Department of Environmental Health (75)
City of San Diego

- Tom Story, Senior Policy Advisor, Mayor's Office (91)
- Councilmember Zucchet, District 2 (MS 10A)
- Bruce Herring, Deputy City Manager (MS 9A)
- Jon Dunchack, Special Projects (MS 658)
- Engineering and Capital Projects Department (MS 614)
- Planning Department (MS 4A)
- Development Services Department
- Real Estate Assets Department (85)
- Police Research and Analysis (84)
- Anna Tatar, Library Director (MS 17)
- Centre City Development Corporation (MS 51D)

I:\ALL\MHerrmann\MNDS\410890addmnd.wpd



Gray Davis
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse



Tal Finney
Interim Director

State Clearinghouse (February 21, 2003)

February 21, 2003

Myra Hermann
City of San Diego
1222 First Avenue, MS-501
San Diego, CA 92101

Subject: New Main Library
SCH#: 2003011097

Dear Myra Hermann:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on February 20, 2003, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

1. "A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Terry Roberts
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1. Comment Noted.

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

24

Edwin F. Lowry, Director
5796 Corporate Avenue
Cypress, California 90630



Gray Davis
Governor

Department of Toxic Substances Control (January 31, 2003)

H. Hickox
Secretary
of the
Environmental
Protection Agency

January 31, 2003

Ms. Myra Herrmann
Senior Planner
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

NEGATIVE DECLARATION FOR THE NEW MAIN LIBRARY PROJECT
(SCH #2003011097)

Dear Ms. Herrmann:

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 at the Project site have resulted in any release of hazardous wastes/substances at the Project area.
- 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) The ND states that the San Diego Police Department heavy vehicle maintenance (HVM) facility currently occupied the project site, as well as earlier activities on the property include remains of underground storage tanks, vehicle servicing (oil, grease and fuel) and building materials which pose the potential for hazardous materials to exist on the library site. 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

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.

1. A Phase I Environmental Site Assessment Master Report was prepared in 1998 by Environmental Business Solutions (EBS) for the Centre City Development Corporation (CCDC) in conjunction with the Final Subsequent Environmental Impact Report for the Ballpark and Ancillary Development and Associated Plan Amendments (SCH 98121003, September 1999). The Master Report summarizes the overall results of the Phase I Environmental Assessment work which included visual inspections, records and literatures searches and a review of local archival sources for additional historical data such as, but not limited to Sanborn Fire Maps, aerial and land photographs and building records. The Master Report identified three potential sources of hazardous materials within the project site: underground storage tanks, motor vehicle repair facilities and manufacturing and machining facilities. In addition to the Master Report, a Master Workplan dated July 30, 1999 was prepared to provide guidance on the procedures to be followed in conducting remediation activities within the development areas. The County of San Diego, Department of Environmental Health (DEH) and the City of San Diego's Local Enforcement Agency (LEA) will provide oversight should hazardous materials be encountered during project construction.
2. See Response No. 1 above.
3. See Response No. 1 above.
4. An environmental assessment was conducted in 1998 which included the project site. See Response No. 1 above.

uses including storage, transport, generation, and disposal of toxic and hazardous waste/materials. Potential hazards to the public or the environment through routine transportation, use, disposal or release of hazardous materials should be discussed in the ND.

- 5) 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.
- 6) All environmental investigation and/or remediation should be conducted under a Workplan which is approved by a regulatory agency that has jurisdiction to oversee hazardous waste cleanups. Complete characterization of the soil is needed prior to any excavation or removal action.
- 7) If the subject property was previously used for vegetation or agriculture, onsite soils could contain pesticide residues. The site may have contributed to soil, and groundwater contamination. Proper investigation and remedial actions should be conducted at the site prior to its new development.
- 8) If any of the adjacent properties of the project site are contaminated with hazardous chemicals, and if the proposed project is within 2,000 feet from a contaminated site, then the proposed development may fall under the "Border Zone of a Contaminated Property." Appropriate precautions should be taken prior to construction if the proposed project is on a "Border Zone Property."
- 9) The project construction may 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 of it 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 to backfill the areas excavated, proper sampling should be conducted to make sure that the imported soil is free of contamination.

5. See Response Nos. 1 and 3 above.
6. A Master Workplan has been submitted to and approved by the County DEH in 1999. In addition, a mitigation measure has been added to ensure compliance with the approved Master Workplan.
7. The project site consists of a developed lot located in an urbanized area. There is no evidence that the project site was historically used for agricultural purposes. Should contaminated soils be encountered during excavation activities, the applicant would be required to implement the Master Workplan approved by the County DEH.
8. See Response Nos. 1, 4 and 6 above.
9. See Response Nos. 1, 4, 6 and 7 above.

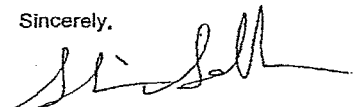
- 10) If the project requires demolition, renovation and addition of building structures, investigate the presence of lead-based paints and asbestos containing materials (ACMs) in the currently existing buildings at the site. Moreover, the ND states that building materials which pose the potential for hazardous materials to exist on the library site. If the presence of lead-based paints or ACMs are suspected, proper precautions should be taken during demolition activities. Additionally, the contaminants should be remediated in compliance with the California environmental regulations.
- 11) If it is suspected that groundwater contamination currently exists at the site, a groundwater investigation may also be necessary based on the nature of on-site contaminants and the depth to the groundwater.
- 12) If during construction the project, soil and/or groundwater contamination are 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.

10. See Response Nos. 1, 4, 6 and 7 above.
11. Based on the nature, concentration, and distribution of contaminants, distance to potential receptors (including groundwater and San Diego Bay) and the intended site land use, the County DEH may not require any soil or groundwater remediation activities to occur. However, should contaminated soils and/or groundwater be encountered during excavation activities, the applicant would be required to implement the Master Workplan approved by the County DEH.
12. See Response Nos. 1, 7 and 11 above.

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.

If you have any questions regarding this letter, please contact Mr. Johnson P. Abraham, Project Manager at (714) 484-5476.

Sincerely,



Haissam Y. Salloum, P.E.
Unit Chief
Southern California Cleanup Operations Branch - Cypress Office

cc: See next page

Ms. Myra Herrmann
January 31, 2003
Page 4

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

Replacement of Storefront Glass at the Central Library



Mitigated Negative Declaration

Land Development
Review Division
(619) 446-5460

LDR No. 41-0980

SUBJECT: New Main Library. COUNCIL APPROVAL for a Library Bond Act (Proposition 14) Grant Application and SITE DEVELOPMENT PERMIT (SDP No. 41-0980), for the construction of a new, 60,000 square-foot structure, consisting of a ten-story building with two levels of underground parking bounded by Eleventh and Twelfth Avenues and J and K Streets in the Sports/Entertainment District of the Centre City Redevelopment Area in Downtown San Diego (Lots A, B, C, D, E, F, G, H, I, J, K AND L IN BLOCK 128 OF HORTON'S ADDITION). Applicant: City of San Diego

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

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

IV. **DOCUMENTATION:**

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

V. **MITIGATION, MONITORING AND REPORTING PROGRAM:**

To ensure that site development would avoid significant environmental impacts, a Mitigation, Monitoring, and Reporting Program (MMRP) is required. Compliance with the mitigation measures would be the responsibility of the applicant. The basis for the MMRP can be found in the Initial Study. The mitigation measures are described below.

MMRP Deposit

~~Prior to the issuance of building permits, certificates of occupancy and/or final maps, the applicant shall submit a deposit of \$450.00 to EAS to cover the City's costs associated with implementation of the MMRP.~~

I

Geology

Prior to issuance of a Site Development Permit a thorough geotechnical investigation shall be required to evaluate suitability of the proposed structure within the Downtown Special Fault Zone (DSFZ). In addition, effects of seismic shaking shall be mitigated by adhering to the Uniform Building Code (UBC) or state-of-the-art seismic design.

Historical Resources (Archaeology)

As a condition of the Site Development Permit No. 41-0980, the applicant shall provide a full-time archaeological monitoring program during removal of landscape, hardscape, and for the initial stages of grading as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

a. Land Development Review (LDR) Plan Check

Prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Archaeological Monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).

b. Letters of Qualification have been Submitted to ERM

Prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of LDR stating that a qualified Archeologist, as defined in the City of San Diego Historical Resources Guidelines, has been retained to implement the monitoring program. Verification shall be provided to the ERM of LDR prior to the first preconstruction meeting that the qualified archaeologist has been HAZWOPER certified by the County of San Diego.

c. Second Letter Containing Names of Monitors has been sent to MMC.

A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction(Precon) Meeting and shall include the names of all persons involved in the Archaeological Monitoring of this project.

d. Records Search Prior to Precon Meeting

The qualified Archeologist shall verify that a records search has been completed and updated as necessary prior to the Precon Meeting 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 South Coast Information Center, or, if the search was in-house, a letter of verification from the Principal Investigator (PI) stating that the search was completed.

2. PRECONSTRUCTION MEETING

Monitor Shall Attend Precon Meetings

Prior to beginning any work that requires monitoring, the Owner/Permitee shall arrange a Precon Meeting that shall include the Archeologist, Construction Manager and/or Grading Contractor, Resident Engineer (RE) and MMC. The qualified Archeologist 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. Results of potential soil contamination within the project site shall be addressed with the archaeological monitor during the preconstruction meeting.

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.

Units of Measure and Cost of Curation for Public Projects

Units of measure and cost of curation will be discussed and resolved at the Precon Meeting prior to start of any work that requires monitoring.

Identify Areas to be Monitored

At the Precon Meeting, the Archeologist 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.

When Monitoring Will Occur

The Archeologist shall also submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. DURING CONSTRUCTION

a. Monitor Shall be Present During Grading/Excavation

The qualified Archeologist shall be present full-time during grading/excavation of native soils and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The RE will forward copies to MMC.

b. Monitoring Trenches Will Include Mainline, Laterals, and all Appurtenances

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact native soils, including trenching within native soils that is new and /or one foot deeper than existing mainlines, laterals, services, and other appurtenances as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c. Discoveries

(1) Discovery Process

In the event of a discovery, and when requested by the Archeologist, 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 Archeologist with PI level evaluation responsibilities shall also immediately notify MMC of such findings at the time of discovery. MMC will provide appropriate LDR staff contact for consultation.

(2) Determination of Significance

The significance of the discovered resources shall be determined by the Archeologist in consultation with LDR and the Native American Community, if applicable. 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 and carried out to mitigate impacts before ground disturbing activities in the area of discovery will be allowed to resume.

d. **Human Remains**

The following is a summary of the procedures set forth in the Public Resources Code (Sec.5097.98) and the State Health and Safety code (Sec. 7050.5):

(1) **NOTIFICATION**

- (a) Archaeological Monitor shall notify the Resident Engineer (RE), Principal Investigator (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).
- (b) The PI shall notify the County Coroner after consultation with the RE, either in person or via telephone.

(2) **STOP WORK AND ISOLATE DISCOVERY SITE**

- (a) 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 concerning the origin of the remains and the cause of death.
- (b) 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.
- (c) 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.

(3) **IF HUMAN REMAINS ARE NOT NATIVE AMERICAN**

- (a) The PI shall contact the Native American Historic Commission (NAHC) and notify them of the historical context of the burial. NAHC will identify the person or persons it believes to be the Most Likely Descendent (MLD).
- (b) 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).
- (c) If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for reburial of the human remains shall be made in consultation with MMC, EAS, the land owner, the NAHC and the Museum of Man.

(4) **IF HUMAN REMAINS ARE NATIVE AMERICAN**

- (a) The Coroner shall notify the Native American Heritage Commission NAHC. (NOTE: By law, ONLY the Coroner can make this call.)
- (b) NAHC will identify the person or persons it believes to be the MLD.
- (c) 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).

(5) **BURIAL PROCEDURES**

The land owner, or his authorized representative shall rebury 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:

- (a) 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;
- (b) The landowner or authorized representative rejects the recommendation of the MLD and mediation by the NAHC fails to provide measures acceptable to the landowner.

(6) **BURIAL PROCEDURE IF IDENTIFICATION OR MEDIATION FAILS**

IF, the NAHC is unable to identify a MLD, OR, the MLD fails to make recommendations within 24 hours after being notified by the commission, OR, the landowner or authorized representative rejects the recommendation of the descendant, AND mediation by the NAHC fails to provide measures acceptable to the landowner; THEN:

e. **Notification of Completion**

The Archeologist shall notify MMC and the RE of the end date of monitoring.

4. **POST CONSTRUCTION**

a. **Handling and Curation of Artifacts and Letter of Acceptance**

The Archeologist 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. **Final Results Reports (Monitoring and Research Design And Data Recovery Program)**

(1) For Public Projects, within three months following the completion of monitoring, 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 Environmental Review Manager of LDR and one copy sent the Resident Engineer.

(3) For significant Archaeological resources encountered during monitoring, the Research Design And Data Recovery Program shall be included as part of the Final Results Report. Two copies of the Final Results Report for significant Archaeological resources, if required, shall be submitted to MMC for approval by the ERM of LDR and one copy sent the RE.

c. **Recording Sites with State of California Department of Park and Recreation**

The Archeologist 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 at San Diego State University with the Final Results Report.

Paleontological Resources

The site is underlain by a geologic formation which has a moderate probability of containing important paleontological resources. The amount of excavation required for the project has the potential to adversely impact those resources, therefore a monitoring program is required as a condition of Site Development Permit No. 41-0980. The conditions are as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

a. **Land Development Review (LDR) Plan Check**

Notes on plans

- (1) For Public Projects, prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Paleontological monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).

b. **Letters of Qualification have been Submitted to ERM**

- (1) For Public Projects, prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of Land Development Review (LDR) stating that a qualified Paleontologist, as defined in the City of San Diego Paleontological Guidelines, has been retained to implement the monitoring program.

c. **Second Letter Containing Names of Monitors has been sent to MMC.**

A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction (Precon) Meeting and shall include the names of all persons involved in the Paleontological monitoring of this project.

d. **Records Search Prior to Precon Meeting**

The qualified Paleontologist shall verify that a records search has been completed, and updated as necessary, prior to the Precon Meeting 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 verifying that the search was completed.

2. PRECON MEETING

a. **Monitor Shall Attend Precon Meetings**

- (1) Prior to beginning of any work that requires monitoring, the Owner/Permitee 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.
- (2) 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.

b. **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.

c.. **When Monitoring Will Occur**

The Paleontologist also shall submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. **DURING CONSTRUCTION**

a. **Monitor Shall be Present During Grading/Excavation**

(1) For Public projects, the qualified Paleontologist shall be present full-time during the initial cutting of previously undisturbed formations with high and moderate resource sensitivity at depths of 10 feet or more and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The Re will forward copies to MMC.

b. **Monitoring of trenches will include mainline, laterals, and all appurtenances (Public projects)**

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact formations with high and moderate resource at depths of 10 feet or greater as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c.. **Discoveries**

(1) **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 will 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.

(2) **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 provide appropriate LDR staff contact for consultation.

d. **Notification of Completion**

The Paleontologist shall notify MMC and the RE of the end date of monitoring.

4. **POST CONSTRUCTION**

The Paleontologist shall be responsible for preparation of fossils to a point of curation as defined by the City of San Diego Paleontological Guidelines.

- a. **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.
- b. **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.
- c. **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.
- d. **Final Results Report**
(1) For Public projects, within three months following the completion of grading/trenching, 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 and one copy sent to the RE.

VI. PUBLIC REVIEW DISTRIBUTION:

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

State of California

Regional Water Quality Control Board, Region 9 (44)

County of San Diego

Environmental Health Services, Hazardous Materials Mgmt. Division (75)
Education Department (66)

City of San Diego

Councilmember Wear, District 2 (MS 10A)
Planning Department (MS 4A)
Historical Resources Board (87)
Jon Hunchack, City Manager's Office (MS 9A)
Development Services Department
Tom Story - Mayor's Office (91)
Real Estate Assets Department (85)
Police Research and Analysis (84)
Community and Economic Development Department (MS 56C)
Anna Tatar, Library Director (MS 17)
Library Department - Gov't Documents (81)
Historical Resources Board (87)
CCDC (MS 51D)

Others


SANDAG (108)
San Diego Gas & Electric (114)
San Diego Natural History Museum (166)

Citizens Coordinate for Century III (179)
 Dr. Lynne Christenson (208A)
 South Coastal Information Center (210)
 San Diego Archaeological Center (212)
 Save Our Heritage Organization (214)
 San Diego County Archaeological Society (218)
 San Diego Transit Corporation (112)
 San Diego City Schools (132)
 MTDB (115)
 San Diego Unified School District (125)
 San Diego Community College District (133)
 Union-Tribune (140)
 Metro News (141)
 San Diego Chamber of Commerce (157)
 San Diego League of Women Voters (192)
 Downtown Senior Citizens (201)
 Downtown San Diego Partnership (237)
 San Diego City College (238)
 Gaslamp Quarter Council (239)
 Barrio Station, Inc. (241)
 Cruz Rangle (245)
 Harborview Community Council (246)
 San Diego Unified Port District (109)
 ProjectDesign Consultants (Consultant)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft **Mitigated Negative Declaration**, the Mitigation, Monitoring and Reporting Program and any Initial Study materials are available in the office of the Land Development Review Division for review, or for purchase at the cost of reproduction.


 Myra Herrmann, Senior Planner
 Development Services Department

April 11, 2002
 Date of Draft Report

May 14, 2002
 Date of Final Report

Analyst: Herrmann



San Diego County Archaeological Society

Environmental Review Committee

26 April 2002

To: Ms. Myra S. Herrmann
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
New Main Library
LDR No. 41-0980

Dear Ms. Herrmann:

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 for the project, we have the following comments:

- (1) The magnitude of this project, considered in conjunction with the fact that it appears that no environmental review was done for the site selection process for the New Main Library, leads to the conclusion that this project should be evaluated via an EIR rather than an MND. Doing so would provide the public the necessary information to review and comment upon the relative environmental merits of this and alternate locations.
- (2) Regarding potential on-site archaeological resources, the monitoring program is comprehensive and appropriate. However, the PMND should include a review of historical land uses on the parcel, providing some indication of what might be encountered. Also, since the present use of the parcel includes a fair amount of parking spaces, it is possible to conduct some testing now, and to disclose the results in the public review.
- (3) Mention is made of the possibility of contamination of the soil due to previous uses of the parcel. The relationship of this possibility with the archaeological mitigation program should be addressed. Also, testing for such contamination is

P.O. Box 81106 . San Diego, CA 92138-1106 . (619) 538-0935

San Diego County Archaeological Society (April 26, 2002)

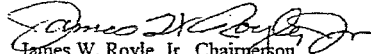
1. In October 1995, the Mayor and City Council approved development of a New Main Library at Kettner and B Street. Subsequent to that action, a number of additional sites were proposed and reviewed. In March 1999, the potential sites were analyzed and six sites were deemed acceptable based on specific library criteria. By late 1999, two of the six original sites were eliminated from the selection process. The remaining four sites were determined to be acceptable as locations for a functioning Library. Late last year (2001) the San Diego City Council approved the proposed New Main Library location in the East Village. The selection process was statutorily exempt from CEQA pursuant to State CEQA Guidelines, Section 1562. Subsequent environmental review in accordance with CEQA was required prior to Council approval of site acquisition and construction. Previous to the current site selection by the City Council in late 2001, the project was under CCDC jurisdiction. CCDC developed a secondary study, which fell under the previous SEIR and MEIR approvals as identified on Page 3 of the Initial Study. That secondary study needed no public review.
2. The City of San Diego's Historical Resources Guidelines (April 2001) archaeological surveys are required when new resources are identified as a result of a survey, when previously recorded resources are identified on-site (relocated during a new survey) or have the likelihood to exist, but not relocated during a new survey. A review of resource materials in the Land Development Review Library did not identify recorded archaeological sites within the project area. A subsequent site survey by qualified staff further confirmed that testing was not warranted prior to distribution of a draft environmental document. However, because of the abundance of new information obtained during monitoring within the East Village for the proposed Ballpark and Ancillary Development, monitoring during all grading activities was required.
3. The Mitigation Monitoring and Reporting Program (MMRP) requires that the archaeological consultant conduct a records search to introduce any new, pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities within the project site. This information and soil boring results will be presented at the first preconstruction meeting and would be used to assist both the archaeological monitor and the grading contractor when addressing the work plan associated with the removal of contaminated soil (if encountered) from the project site.

feasible now on a portion of the lot, and should be done prior to completion of the public review. Such testing could also provide the City an indication of the expense that could be encountered for hazardous material mitigation should the project be built on this site.

- (4) The PMND fails to address indirect impacts on nearby historic properties, including the Carnation Building and the Palm Hotel.

Thank you for including SDCAS in the City's environmental review for this important project.

Sincerely,


James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: SDCAS President
File

- 4. Indirect impacts are not anticipated to occur to either the Palm Hotel and Carnation Building as part of the proposed project. Construction would be confined to the proposed building footprint and any necessary infrastructure associated with site development.

RESOLUTION NUMBER R- 296575

ADOPTED ON MAY 28 2002

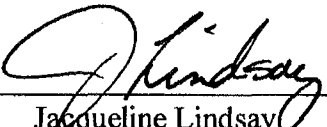
BE IT RESOLVED, by the Council of the City of San Diego, that it is certified that Mitigated Negative Declaration LDR No. 41-0980, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), that the declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in the report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of the San Diego Main Library Proposition 14 Grant application.

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

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment, a copy of which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the City Clerk is directed to file a Notice of Determination [NOD] with the Clerk of the Board of Supervisors for the County of San Diego regarding the above project.

APPROVED: CASEY GWINN, City Attorney

By  _____
Jacqueline Lindsay
Deputy City Attorney

JL:pev
5/14/02
Or.Dept:Library
R-2002-1602
Form=mndr.frm

**ATTACHMENT A
MITIGATION, MONITORING, AND REPORTING PROGRAM
NEW MAIN LIBRARY
LDR NO. 41-0980**

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with AB 3180 (1989) during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. The City of San Diego, Engineering and Capital Projects Department, Public Buildings and Parks Division and the Development Services Department are jointly responsible for ensuring that this program is carried out.

Geology

Prior to issuance of a Site Development Permit a thorough geotechnical investigation shall be required to evaluate suitability of the proposed structure within the Downtown Special Fault Zone (DSFZ). In addition, effects of seismic shaking shall be mitigated by adhering to the Uniform Building Code (UBC) or state-of-the-art seismic design.

Historical Resources (Archaeology)

As a condition of the Site Development Permit No. 41-0980, the applicant shall provide a full-time archaeological monitoring program during removal of landscape, hardscape, and for the initial stages of grading as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

- a. Land Development Review (LDR) Plan Check**
Prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Archaeological Monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).
- b. Letters of Qualification have been Submitted to ERM**
Prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of LDR stating that a qualified Archeologist, as defined in the City of San Diego Historical Resources Guidelines, has been retained to implement the monitoring program. Verification shall be provided to the ERM of LDR prior to the first preconstruction meeting that the qualified archaeologist has been HAZWOPER certified by the County of San Diego.
- c. Second Letter Containing Names of Monitors has been sent to MMC.**
A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction(Precon) Meeting and shall include the names of all persons involved in the Archaeological Monitoring of this project.
- d. Records Search Prior to Precon Meeting**
The qualified Archeologist shall verify that a records search has been completed and updated as necessary prior to the Precon Meeting and be prepared to

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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 South Coast Information Center, or, if the search was in-house, a letter of verification from the Principal Investigator (PI) stating that the search was completed.

2. **PRECONSTRUCTION MEETING**

Monitor Shall Attend Precon Meetings

Prior to beginning any work that requires monitoring, the Owner/Permittee shall arrange a Precon Meeting that shall include the Archeologist, Construction Manager and/or Grading Contractor, Resident Engineer (RE) and MMC. The qualified Archeologist shall attend any grading related Precon Meetings to make comments and/or suggestions concerning the Archeological Monitoring program with the Construction Manager and/or Grading Contractor. Results of potential soil contamination within the project site shall be addressed with the archaeological monitor during the preconstruction meeting.

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.

Units of Measure and Cost of Curation for Public Projects

Units of measure and cost of curation will be discussed and resolved at the Precon Meeting prior to start of any work that requires monitoring.

Identify Areas to be Monitored

At the Precon Meeting, the Archeologist 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.

When Monitoring Will Occur

The Archeologist shall also submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. **DURING CONSTRUCTION**

a. **Monitor Shall be Present During Grading/Excavation**

The qualified Archeologist shall be present full-time during grading/excavation of native soils and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The RE will forward copies to MMC.

b. **Monitoring Trenches Will Include Mainline, Laterals, and all Appurtenances**

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact native soils, including trenching within native soils that is new and /or one foot deeper than existing mainlines, laterals, services, and other appurtenances as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c. **Discoveries**

(1) **Discovery Process**

In the event of a discovery, and when requested by the Archeologist, 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 Archeologist with PI level evaluation responsibilities shall also immediately notify MMC of such findings at the time of discovery. MMC will provide appropriate LDR staff contact for consultation.

(2) Determination of Significance

The significance of the discovered resources shall be determined by the Archeologist in consultation with LDR and the Native American Community, if applicable. 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 and carried out to mitigate impacts before ground disturbing activities in the area of discovery will be allowed to resume.

d. **Human Remains**

The following is a summary of the procedures set forth in the Public Resources Code (Sec. 5097.98) and the State Health and Safety code (Sec. 7050.5):

(1) NOTIFICATION

- (a) Archaeological Monitor shall notify the Resident Engineer (RE), Principal Investigator (PI), if the Monitor is not qualified as a PI, and Mitigation Monitoring Coordination (MMC). MCC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS).
- (b) The PI shall notify the County Coroner after consultation with the RE, either in person or via telephone.

(2) STOP WORK AND ISOLATE DISCOVERY SITE

- (a) 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 concerning the origin of the remains and the cause of death.
- (b) 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.
- (c) 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.

(3) IF HUMAN REMAINS ARE NOT NATIVE AMERICAN

- (a) The PI shall contact the Native American Historic Commission (NAHC) and notify them of the historical context of the burial. NAHC will identify the person or persons it believes to be the Most Likely Descendent (MLD).
- (b) 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).
- (c) If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for reburial of the human remains shall be made in consultation with MMC, EAS, the land owner, the NAHC and the Museum of Man.

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(4) IF HUMAN REMAINS ARE NATIVE AMERICAN

- (a) The Coroner shall notify the Native American Heritage Commission NAHC. (NOTE: By law, ONLY the Coroner can make this call.)
- (b) NAHC will identify the person or persons it believes to be the MLD.
- (c) 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).

(5) BURIAL PROCEDURES

The land owner, or his authorized representative shall rebury 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:

- (a) 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;
- (b) The landowner or authorized representative rejects the recommendation of the MLD and mediation by the NAHC fails to provide measures acceptable to the landowner.

(6) BURIAL PROCEDURE IF IDENTIFICATION OR MEDIATION FAILS

IF, the NAHC is unable to identify a MLD, OR, the MLD fails to make recommendations within 24 hours after being notified by the commission, OR, the landowner or authorized representative rejects the recommendation of the descendant, AND mediation by the NAHC fails to provide measures acceptable to the landowner; THEN:

e. Notification of Completion

The Archeologist shall notify MMC and the RE of the end date of monitoring.

4. POST CONSTRUCTION

a. Handling and Curation of Artifacts and Letter of Acceptance

The Archeologist 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. Final Results Reports (Monitoring and Research Design And Data Recovery Program)

- (1) For Public Projects, within three months following the completion of monitoring, 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 Environmental Review Manager of LDR and one copy sent the Resident Engineer.
- (2) For significant Archaeological resources encountered during monitoring, the Research Design And Data Recovery Program shall be included as part

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of the Final Results Report. Two copies of the Final Results Report for significant Archaeological resources, if required, shall be submitted to MMC for approval by the ERM of LDR and one copy sent the RE.

c. Recording Sites with State of California Department of Park and Recreation

The Archeologist 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 at San Diego State University with the Final Results Report.

Paleontological Resources

The site is underlain by a geologic formation which has a moderate probability of containing important paleontological resources. The amount of excavation required for the project has the potential to adversely impact those resources, therefore a monitoring program is required as a condition of Site Development Permit No. 41-0980. The conditions are as follows:

1. PRIOR TO PRECONSTRUCTION MEETING

a. Land Development Review (LDR) Plan Check

Notes on plans

(1) For Public Projects, prior to the first preconstruction meeting, the ERM of LDR shall verify that the requirements for Paleontological monitoring and Native American monitoring, if applicable, have been noted on the Grading Plans (may also include but not be limited to Demolition Plans and/or Building Plans).

b. Letters of Qualification have been Submitted to ERM

(1) For Public Projects, prior to the first preconstruction meeting, the applicant shall provide a letter of verification to the ERM of Land Development Review (LDR) stating that a qualified Paleontologist, as defined in the City of San Diego Paleontological Guidelines, has been retained to implement the monitoring program.

c. Second Letter Containing Names of Monitors has been sent to MMC.

A second letter shall be submitted to Mitigation Monitoring Coordination (MMC) at least thirty days prior to the Preconstruction (Precon) Meeting and shall include the names of all persons involved in the Paleontological monitoring of this project.

d. Records Search Prior to Precon Meeting

The qualified Paleontologist shall verify that a records search has been completed, and updated as necessary, prior to the Precon Meeting 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 verifying that the search was completed.

2. PRECON MEETING

a. Monitor Shall Attend Precon Meetings

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(1) Prior to beginning of any work that requires monitoring, the Owner/Permittee 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.

(2) 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.

b. 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.

c.. When Monitoring Will Occur

The Paleontologist also shall submit a construction schedule indicating when monitoring is to occur and will notify MMC of the start date for monitoring.

3. DURING CONSTRUCTION

a. Monitor Shall be Present During Grading/Excavation

(1) For Public projects, the qualified Paleontologist shall be present full-time during the initial cutting of previously undisturbed formations with high and moderate resource sensitivity at depths of 10 feet or more and shall document activity via the Consultant Site Visit Record (form). This form shall be sent to the RE each month. The Re will forward copies to MMC.

b. Monitoring of trenches will include mainline, laterals, and all appurtenances (Public projects)

Monitoring is required for the mainline, laterals, services and all other appurtenances that impact formations with high and moderate resource at depths of 10 feet or greater as detailed on the plans or in the contract documents. **It is the contractors responsibility to keep the monitors up-to-date with current plans.**

c.. Discoveries

(1). 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 will 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.

(2) 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

provide appropriate LDR staff contact for consultation.

d. **Notification of Completion**

The Paleontologist shall notify MMC and the RE of the end date of monitoring.

4. **POST CONSTRUCTION**

The Paleontologist shall be responsible for preparation of fossils to a point of curation as defined by the City of San Diego Paleontological Guidelines.

a. **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.

b. **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.

c. **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.

d. **Final Results Report**

(1) For Public projects, within three months following the completion of grading/trenching, 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 and one copy sent to the RE.

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ATTACHMENT D
PREVAILING WAGES

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. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.
2. The self performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

- 3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

- 3-5.1 Claims.**

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or

relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.

- d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.

3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3

Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3

Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.

- c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.5 Special Inspection. To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", 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.

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a Mitigated Negative Declaration for New Main Library and an Addendum to a Mitigated Negative Declaration for New Main Library, as referenced in the Contract Exhibit. You shall comply with all requirements of the Mitigated Negative Declaration and Addendum to a Mitigated Negative Declaration as set forth in Exhibit D.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-8.3.1 Defective Work. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 45 Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 45 Days. The City shall bill you for the additional inspection at the City's established rates.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$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.

7-3.3 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.

1. 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.
2. 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.
3. 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.
4. 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.

7-3.6 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.

7-4 **NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 **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. **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.

ADD:

7-20 **ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as

an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 General. To the "WHITEBOOK" ADD the following:

3. The lump sum bid item for "Procurement, frame installation and glazing of new ground level storefront window" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals as specified and required by the Contract Documents and as shown in the Contractor's Proposal in Exhibit A of Attachment A of this Contract Documents.

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 304 -METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

CERTIFICATIONS AND FORMS

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.

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

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

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the 19th DAY OF October, 2017 the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Replacement of Storefront Glass at the Central Library

(Name of Project or Task)

as particularly described in said contract and identified as Contract No. **K-18-1684-SLS-1**; SAP No. (WBS/IO/CC) **21004364**; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

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: Architectural Glass + Aluminum Co Inc.

Certified By John Buckley Name Title President + CEO

John Buckley Signature Date 10/19/17

USE ADDITIONAL FORMS AS NECESSARY

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid.

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