

# City of San Diego

CONTRACTOR'S NAME: JMJ Construction

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CITY CONTACT: Taylor Cox, Contract Specialist, Email: [TJCox@sandiego.gov](mailto:TJCox@sandiego.gov)

Phone No. (619) 533-3033

M. Calleran / R. Bustamante / br

## BIDDING DOCUMENTS



**FOR**

## CANYONSIDE COMMUNITY PARK IMPROVEMENTS

BID NO.:	<u>K-19-1776-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-12004</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>GA</u>

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (THE WHITEBOOK, Part 0, EOCP SECTION 0-4, ITEM 2)
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**2:00 PM**

**APRIL 11, 2019**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**ENGINEER OF WORK**

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

*Vicki Estrada*  
1) Registered Landscape Architect

2/5/2019  
Date

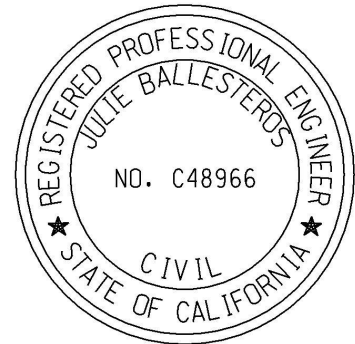
Seal:



*Julie Ballesteros*  
2) For City Engineer

02/20/2019  
Date

Seal:



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## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Canyonside Community Park Improvements**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$791,000**.
4. **BID DUE DATE AND TIME ARE: April 11, 2019 at 2:00 P.M.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>6.6%</b>
2. ELBE participation	<b>8.0%</b>
3. Total mandatory participation	<b>14.6%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
    - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

**8. AWARD PROCESS:**

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

**9. SUBMISSION OF QUESTIONS:**

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

Public Works Contracts  
525 B Street, Suite 750, (7<sup>th</sup> Floor)  
San Diego, California, 92101  
Attention: Taylor Cox

OR:

[TJCox@sandiego.gov](mailto:TJCox@sandiego.gov)

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

**10. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego’s electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City’s bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City’s bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City’s bidding system will keep a history of every login instance including the time of login, and other information about the user’s computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers’ cookies will not be able to log in and use the City’s bidding system.
- 2.3. The City’s electronic bidding system is responsible for bid tabulations. Upon the bidder’s or proposer’s entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City’s bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the “Bid Due Date and Time” are not available for review by anyone other than the submitter who has until the “Bid Due Date and Time” to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

**2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

**2.7.1. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

**2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

**3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

**3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

**3.4.** The Bidder agrees to the construction of the project as described in Attachment "A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant



to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

**5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

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

**5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

**6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

**7. INSURANCE REQUIREMENTS:**

**7.1.** 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.

**7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**8. 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications –	2018	PWPI030119-05

Title	Edition	Document Number
<a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>		
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at:  <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “SELF- PERFORMANCE”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

**12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.

- 13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “TRADE NAMES” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney’s Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 3-2, “SELF-PERFORMANCE” in The GREENBOOK and as carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, “TECHNICAL STUDIES AND SUBSURFACE DATA” and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

**19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**

- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

**20. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

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

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

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

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, SECTION 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA" and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.

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

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

**25. PRE-AWARD ACTIVITIES:**

**25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

**25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.



**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

---

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

JMJ Construction, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Million Forty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,041,250.00)** for the faithful performance of the annexed contract, and in the sum of **One Million Forty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,041,250.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

Dated MAY 22, 2019

Approved as to Form

J M J CONSTRUCTION

Principal

By [Signature]

JORDAN MOISA, PRESIDENT

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]  
Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

By [Signature]  
Attorney-in-fact, JOHN G. MALONEY

Approved:

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

By [Signature]  
Stephen Samara  
Principal Contract Specialist  
Public Works Contracts

SANTA ANA, CA 92707

Local Address (City, State) of Surety

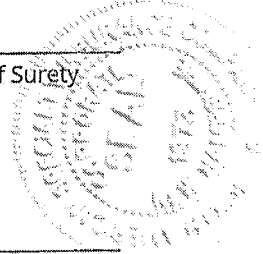
714/513-6839

Local Telephone No. of Surety

Premium \$ 13,913.00

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

Bond No. 2286239



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

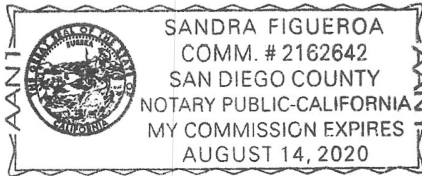
CIVIL CODE § 1189

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 DIEGO }

On 5/22/2019 before me, SANDRA FIGUEROA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared JOHN G. MALONEY  
*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.



Place Notary Seal and/or Stamp Above

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 *Sandra Figueroa*  
*Signature of Notary Public*

**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: JOHN G. MALONEY

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of MAY, 2019.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** This project provides for miscellaneous improvements to serve park users, such as accessibility upgrades to the children's play area including new tot lot play equipment, drainage repair at the southwesterly parking lot, and creation of a parking area in the northwest corner to accommodate overflow parking needs at the existing Canyonside Community Park.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **39143-01-D** through **39143-14-D**, inclusive.
2. **LOCATION OF WORK: The location of the work is as follows:**

The Canyonside Community Park at the north west corner of Black Mountain Road and Canyonside Community Park Driveway, in the Rancho Peñasquitos Community. See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **178 Working Days**.

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**



## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
  - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT.
- 1.2. Your failure to perform any of the following may result cancelling your award of the Contract:
  - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** Days after meeting with the City's Project Manager.

### 2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- 2.2. If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

## PHASED FUNDING SCHEDULE AGREEMENT

**BID NUMBER:** K-19-1776-DBB-3

**CONTRACT OR TASK TITLE:** Canyonside Community Park Improvements

**CONTRACTOR:** JMJ Construction

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	All work in the project	Upon NTP	Contract Duration	\$1,041,250
2				
3				
Contract Total				\$1,041,250

**Notes:**

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

**CONTRACTOR**

PRINT NAME: Ken Wright  
**Construction Manager**

PRINT NAME: Jordan Moisa

Signature: *Ken Wright*

Title: President, JMJ Construction

Date: 06/7/2019

Signature: *Jordan Moisa*

PRINT NAME: Mark Calleran  
**Project Manager**

Date: 5/27/19

Signature: *Mark Calleran*

Date: 5/20/19

**ATTACHMENT C**  
**RESERVED**

**ATTACHMENT D**  
**PREVAILING WAGES**

## 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 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.** Contractor and their subcontractors shall also 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 contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code 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 Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less.

The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).



**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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### **SECTION 1 – GENERAL, 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 **8:00 AM to 5:00 PM**.

### **SECTION 3 – CONTROL OF THE WORK**

- 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 **AND** 50% of any alternates.

- 3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Limited Geotechnical Study – Parking Lot Canyonside Community Park, dated August 12, 2016, revised October 7, 2016 by Estrada Land Planning.
  - b) Canyonside Community Park Drainage and Parking Lot Improvement Project Biological Resources Survey dated January 26, 2016 by AECOM.
6. The reports listed above are available for review by contacting the Contract Specialist or by referring to **Appendix G** and **Appendix H**.

**3-10 SURVEYING.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**3-10 SURVEYING.**

1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor's construction tools.
2. You shall preserve construction survey stakes, control points, and other survey related marks described in 3-10.1, "Survey Services Provided by the City" for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.

**3-10.1 Survey Services Provided by the City.**

1. The City will provide surveying services and on-site survey staking for the following:
  - a) Locations of any property lines, boundaries, or easement surveys within the project boundaries as required by the project.
  - b) Locations of up to four corners per building.
  - c) Verification of building pad finish surface elevation.
  - d) A maximum of 4 site control points.
  - e) Location and perpetuation of survey monuments within the project boundary in accordance with 400-2, "Permanent Survey Markers".
2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City.

**3-10.2 Line and Grade.**

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, you shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. You shall transfer them to the bottom of the trench.

**3-10.3 Payment.**

1. The payment for survey services Work shall be included in the Contract Price.

## SECTION 4 - CONTROL OF MATERIALS

**4-1.3.4 Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:
  - a) Playground Equipment.

**4-3.6 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.

**4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:

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

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-4 INSURANCE.**

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

**5-4.1 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.

**5-4.2 Types of Insurance.**

**5-4.2.1 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

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

**5-4.3 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.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State 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.

**5-4.4 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.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 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.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials,

officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 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.

**5-4.6 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.

**5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.

- b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

**5-4.11 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.

**5-4.11.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

- 2. Virtual Project Manager shall be used on this Contract. For more information, refer to the VPM training videos at the location below:

<https://www.sandiego.gov/publicworks/edocref>



## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the “WHITEBOOK”, item 1, subsection “s”, DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
- b) Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash flow Forecast** and use the format shown.
- c) See also the “Cash flow Forecast Example” at the location below:  
<https://www.sandiego.gov/publicworks/edocref>

To the “WHITEBOOK”, ADD the following:

3. The **120 Calendar Days** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

**6-4.2 Extensions of Time.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, “Excusable Delays” unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project’s critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Mitigated Negative Declaration** for **Canyonside Additional Parking Lot (Canyonside Community Park Improvements), Project No. S-12004**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

**6-6.2.1 Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

**6-6.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "WHITEBOOK" ADD the following:

3. The Lump Sum Bid item for "**Construction of Canyonside Community Park Improvements**" per Plans numbered **39143-01-D** through **39143-14-D**, shall include, and not be limited to, children's play area, parking lot, drainage improvements, walkway and all necessary demolition, clearing & grubbing, special inspections, permits and fees as specified in the Plans, Contract Documents, and Special Provisions provided here in.

**7-3.2 Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:

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

### **SECTION 200 - ROCK MATERIALS**

**200-2.1 General.** To the "WHITEBOOK", ADD the following:

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

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

**201-1.1.2 Concrete Specified By Class and Alternate Class.** To the "WHITEBOOK", ADD the following:

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

<u>Item</u>	<u>Concrete Class</u>	<u>Max. Slump (in.)</u>
Concrete Slab	560-B-3250	4-inch
Deepened Concrete Curb	560-B-3250	4-inch
Concrete Sub-Slab	560-B-3250	4-inch
Concrete Footings	520-C-2500	4-inch
Concrete Mow Curb	560-B-3250	4-inch

**ADD:**

**201-2.5 Tie Wire.** Tie wire shall be 16 gauge, black annealed.

**201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).** To the "GREENBOOK", ADD the following:

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

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

Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.

**ADD:**

**201-11 Water Base Penetrating Sealer for Concrete Paving.**

**201-11.1 General.**

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

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

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

Color:	Clear, non-yellowing
Odor:	Mild
Flash Point:	None (C.O.C. method)
Specific Gravity:	1.03
Density:	8.6 pounds per gallon
Drying Time:	30 minutes to 60 minutes

Cure Time:	24 to 48 hours
VOC Content:	None (0 g/l) excluding water
Polymer Type:	Proprietary Reactive Resin System
Coverage's (approximate):	(2) thin coats; apply on mock-up as test for coating.
Smooth Concrete:	300 to 400 square feet per gallon
Rough Concrete:	200 to 300 square feet per gallon
Note:	Coverage's vary depending on porosity and condition of surface and method of application.
Methods of Application:	Airless sprayer

**201-11.2 Manufacturer.**

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

**SECTION 207 – GRAVITY PIPE**

**ADD:**

**207-17.7.3 Perforated Pipe For Tree Drain.** Perforated pipe for tree drain shall be Poly vinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-219. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

**SECTION 300 – EARTHWORK**

**300-1.3.2 Requirements.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

To the "WHITEBOOK", item 3, ADD the following:

- d) Miscellaneous materials: Buried pavements, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

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

**303-1.8.6**     **Joints.** To the "GREENBOOK", Paragraph (4), ADD the following:

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

**303-5.1.1**     **General.** To the "WHITEBOOK", ADD the following:

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

**303-5.5.3**     **Walk.** To the "GREENBOOK", Paragraph (1), DELETE in its entirety and SUBSTITUTE with the following:

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

To the "GREENBOOK", Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/2 inch (12.5 mm). Edges at expansion joints shall be rounded to a radius of 1/8 inch (3 mm). Preliminary troweling may be done with a longhandled trowel or "Fresno," but the finish troweling, shall be done with a hand trowel. At locations indicated on the drawings, after final troweling, portland cement concrete paving shall receive a medium broom finish or an exposed aggregate finish on all surfaces for a slip resistant finish. Walk shall be remarked as necessary after final finish, to assure neat uniform edges, joints, and score lines.

To the "WHITEBOOK", ADD the following:

3. After final troweling all walk surfaces shall receive a uniform light broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction

with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

**303-5.9 Measurement and Payment.** To the "WHITEBOOK", ADD the following:

7. Payment for sidewalk concrete paving, curb & gutters, 12" wide concrete curbs, 6" wide concrete curbs, and flush curbing, shall be included in the lump sum Bid item for "**Construction of Canyonside Community Park Improvements**" and shall include the complete structural section, reinforcing, subgrade preparation, compaction, formwork, and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore.
8. Payment for 4" Concrete Sub-Slab shall be included in the lump sum Bid item for "**Construction of Canyonside Community Park Improvements**" and shall include full compensation for furnishing all items of work necessary to construct new 4" Concrete Sub-Slab (560-B-3250 over Class II aggregate base), including but not limited to: grading, base materials, compaction, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.
9. Payment for Concrete Paving shall be included the lump sum Bid item for "**Construction of Canyonside Community Park Improvements**" and shall include but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.
10. Payment for 6" PCC Curb and Gutter shall be included in the lump sum Bid item for "**Construction of Canyonside Community Park Improvements**" and shall include full compensation for furnishing all items of work necessary to construct new 6" PCC Curb and Gutter, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.
11. Payment for 6" Curb shall be included in the lump sum Bid item for "**Construction of Canyonside Community Park Improvements**" and shall include full compensation for furnishing all items of work necessary to construct new 6" Curb, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

**SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

**ADD:**

- 306-20 Play Area Sub-Surface Drainage Systems.** Play area sub-surface drainage systems shall provide adequate drainage of play areas, drain inlets, drain lines and connections to existing drainage systems for positive drainage. Sub-surface drainage systems piping shall be installed as indicated on the drawings, and in coordination with the play area structures as determined by the Contractor, and in conformance with state

and local plumbing and building codes and Section 306 of the Greenbook and Whitebook standards.

- 306-20.1 Measurement and Payment.** Payment for sub-surface drainage systems shall be included in the lump sum Bid item for **“Construction of Canyonside Community Park Improvements”** and shall include full compensation for furnishing all labor, materials, tools, equipment, existing drainage system retrofit, and incidentals, and for doing all the work involved in providing the sub-surface drainage systems, complete in place, as shown on the Plans and as specified in these Special Provisions.

## SECTION 800 - LANDSCAPE AND IRRIGATION MATERIALS

- 800-1.1.1 General.** To the “GREENBOOK”, ADD the following:

1. Topsoil for this project shall be class “C” per standard specifications. All shrub planting areas shall have a minimum of 9" of class “C” topsoil or topsoil that meets the horticultural requirements for Class “A” topsoil in accordance with 800-1.1.2, “Class ‘A’ Topsoil”.

- 800-1.2.3.1 Pre-plant Fertilizer and Tablets.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

- 800-1.2.3.2 Post-plant Fertilizer.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Post-plant fertilizer shall be 16-6-8 or approved equivalent with CA, FE, ZN, and MN and with the majority of nitrogen in non-ammoniac form.
2. Iron sulphate (FESO<sub>4</sub>•H<sub>2</sub>O), iron shall be expressed as metallic-derived from sulfate-deep green with a minimum analysis of 200% and 98.3% retained on a 10 mesh screen.

- 800-1.2.4 Organic Soil Amendment.** To the “GREENBOOK”, ADD the following:

1. Contractor shall supply the Resident Engineer with a 2 cu. ft. sample of the proposed amendment accompanied by Laboratory Analytical Analysis from an approved laboratory illustrating degree of compliance.
  - a) Guarantee - wt./cu. yd. - 560#-820#.
  - b) Nitrogen (organic or ammoniac) 0.5% pH (less than) 6.5.
  - c) Salinity (ec x 10 at 25 c) = 2.5.
  - d) Iron (fe) expressed as metallic 0.01%.
  - e) Density - approximately 25 lb/cu.ft.



- f) Organic matter - 85%. A non-ionic wetting agent shall be used. (Shall be similar or equal to Wil Gro Life, A-1 Soils "Life Like", Loamex), or "Numex" by John Deere).
2. Type 4 organic soil amendment (hydromulch soil amendment) shall be 'Sarvon' liquid soil conditioner by Hydroscape, or approved equivalent. Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.
    - a) The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.  
  
<http://www.sandiego.gov/environmental-services/miramar/greenery/>
  3. Type 5 organic soil amendment (Mycorrhizal Inoculum). Provide an organic Arbuscular Mycorrhizal Inoculum containing one or more species of mycorrhizae fungi at a minimum rate of 120 propagules per cubic centimeter. Acceptable Mycorrhizal Inoculum Product: "AM120" by Reforestation Technologies International, or approved equal.
  4. Type 6 organic soil amendment (humate gypsum). Soil conditioner shall be granular, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% sulphur.

**800-1.2.5 Mulch.** To the "WHITEBOOK", item 3, subsection "g", "Type 7 Mulch (wood chips)", ADD the following:

Mulch for this project shall be Type 7. Average dimensions shall be 1" to 3" in length and 1/2" in thickness and naturally colored. Submit two (2) samples for approval by the Resident Engineer prior to installation.

**800-1.2.6 Inorganic Soil Amendments.** To the "WHITEBOOK", ADD the following:

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

**ADD:**

**800-1.2.7 Herbicides and Pesticides.**

1. Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.
2. Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.
3. It is the goal of this project, that herbicides and pesticides shall not be used on this project site. In the event that the project Biologist and Resident Engineer determine that a post emergence herbicide is necessary to treat specific weed infestations that would be detrimental to the establishment of the revegetation, a post emergent herbicide may be recommended. The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the Resident Engineer. All pesticides and herbicides shall be used in strict adherence to manufacturers' specifications and instructions, and shall be applied only by a licensed applicators.
4. Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.
5. Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies.
6. All herbicides shall be selected for suitability for the specific uses required, and shall be applied by a licensed pesticide applicator.

**800-1.4.1 General.** To the "WHITEBOOK", ADD the following:

8. Contractor shall notify the Resident Engineer a minimum of 48 hours before each plant delivery so the Resident Engineer can schedule a review. Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery such as Las Pilitas, Tree of Life, or Recon, or approved equal. Provide nursery name and resume for review and approval prior to contract growing.
9. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags shall be submitted to the Resident Engineer. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Resident Engineer prior to planting.
10. Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings.

11. Inspection of plant materials required by City, County or State authorities, shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site.
12. The Resident Engineer is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
13. Rejection or Substitution: The Resident Engineer reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at their expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.
14. Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Resident Engineer's written approval.
15. Right to Changes: The Resident Engineer reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

**800-1.4.2 Trees.** To the "WHITEBOOK", ADD the following:

3. All trees (24" box, 36" box, 48" box) shall:
  - a) Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

- b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- c) Have a main leader branch and not have a co-dominant branching structure, unless the tree is intended to be multi-trunk.
- d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**800-1.4.3 Shrubs.** To the "WHITEBOOK", ADD the following:

- 1. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
- 2. Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- 3. Shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.
- 4. Shrubs shall be full and bushy to ground.
- 5. Groundcover plants shall be healthy, vigorous, rooted cuttings grown in flats or 1 gallon cans until transplanting. The soil and spacing of the plants in the container shall ensure the minimum disturbance of the root system at time of transplanting.

**800-1.5.3 Tree Stakes.** To the "WHITEBOOK", ADD the following:

- 3. Tree stakes shall be two (2) inch diameter lodge pole pine of lengths required, pointed on end, and minimum 10' in length.
- 4. Guy wire shall be No. 12 BWG (2.64mm) zinc-coated iron. Plastic ribbon tie material shall be 1 inch (25 mm) with a minimum tensile strength of 500 pounds (2 kN).
- 5. Tree ties shall be commercially manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage. Material shall be ultraviolet resistant. Minimum length shall be twenty (20) inches. Tree ties shall be "Cinch-Tie" by V.I.T., or approved equivalent.

6. Deadman stakes shall be either 2 inches x 4 inches (50 mm x 100 mm) redwood or ¾ inch (19 mm) diameter steel pipe 3 feet (1 m) long. Covers for wire shall be garden hose, ½ inch (12.5 mm) minimum diameter.

**800-2.1.5 Copper Pipe.** To the "WHITEBOOK", ADD the following:

1. Type "K" copper pipe shall be used to extend the existing water main at the meter to the new reduced pressure principle backflow assembly.

**800-2.2.7 Valve Boxes.** To the "WHITEBOOK", ADD the following:

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

## SECTION 801 – INSTALLATION

**801-2.2.2 Fertilizing and Conditioning Procedures.** To the "WHITEBOOK", item 1 and 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The planting areas shall be ripped to a depth of 15" and brought to finish grade before spreading the fertilizer and soil conditioning materials specified.
2. Within shrub planting areas only, soil amendment materials shall be uniformly spread at the prescribed rate. All hardscape shall be dry at time of application. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading. Place additional Class A topsoil in planting areas as required to meet grades as indicated on the plans prior to final ripping/scarifying and incorporation of soil amendments.

ADD the following:

8. Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer / Landscape Architect and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Landscape Architect. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received by Landscape Architect thirty (30) days prior to amending or soil and ordering amendments.
9. Based on the soils test results, the quantity or type of amendments may be modified by the Landscape Architect within 14 days of receipt of analysis.
10. Grub and clean all planting areas, removing all weeds, debris, and rocks from the site. All planting areas, 3:1 or less in steepness, shall be thoroughly tilled and loosened to a depth of fifteen (15) inches by approved method. Do not till near existing trees if roots are encountered.

11. All turf and shrub planting areas where existing soils are replaced with imported topsoil shall be backfilled and settled using applications of water to moisten soil and establish a stable finish grade. Areas which subside, and all depressions or irregularities shall be repaired, settled and grade re-established.
12. After all shrub planting areas (excluding turf areas) meet the finish grades per grading plan, the following rates of soil conditioning and amendment materials (or as modified by the soils report), shall be evenly spread over all planting areas and worked into the soil:

- a) Soil amendments for all shrub planting areas 3:1 or less in steepness:

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

After leaching, apply:

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

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

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

13. Deep Water Leaching:

- a) After complete installation and testing of the irrigation system and tilling soil amendments, all on-grade areas shall be deep water leached, compacted and settled by repeated application of irrigation water until the soil has received a minimum of 12" of water, and has been thoroughly moistened to a depth of 24".

- b) After leaching operation, 4 soil samples shall be taken by Contractor per Resident Engineer's / Landscape Architect's direction and given to the soil laboratory for testing. Soil test shall meet the following requirements:

EC -	Maximum 3.00
pH -	Maximum 7.50
	Minimum 6.0

14. Post Planting Fertilizer:
  - a) The Contractor shall apply post-plant 14-7-3 fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq.ft., sixty (60) days after planting and once again at the end of the post-construction maintenance period.
15. Maintenance Phase Fertilizer:
  - a) The Contractor shall apply 12-4-6 fertilizer at 30-day intervals from the start of the maintenance period at a rate of 6 lbs. per 1,000 sq. ft. to the planted areas.
16. Application rates:

Fertilizer

	<u>Rate</u>	<u>Type</u>
(a) Trees:	1/2 lbs. per each	Post planting
	1" of trunk caliper	12-4-6
(b) Shrubs, Vines & Groundcover	6 lbs. per 1,000 sq. ft.	Post Planting 12-4-6

Planting area

- a) Apply fertilizer with acceptable equipment.
- b) Apply fertilizer when plants and planting areas are in dry condition, apply irrigation immediately after fertilizer application.

**801-4.1**

**General.** To the "WHITEBOOK", ADD the following:

7. The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.
8. The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.
9. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer / Landscape Architect. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to

planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer / Landscape Architect and his decision shall be final. The Contractor shall obtain approval from the Resident Engineer of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

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

Tests shall be performed as follows:

- a) Dig a pit 2'x 2' x 2' deep.
  - b) Fill with water to top and cover with plywood and barricade to protect pedestrians.
  - c) Make daily observations noting the depth of water each day.
  - d) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will make a determination of whether additional drainage measures will be required for boxed size tree plantings.
11. No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required.
  12. Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.
  13. If requested by the Contractor, the Resident Engineer will have the Landscape Architect Consultant visit the nursery from which trees are procured to inspect the trees prior to delivery to the site. The Contractor shall reimburse the City for all time spent driving to and from the nursery and inspecting the trees at an hourly rate of \$120/hour or fraction of hour.
  14. It is in the Contractor's interest to have the Resident Engineer (or designated representative) visit the nursery and inspect the Contractor's selected trees prior to delivery to the site. This may prevent extra shipping expenses to the Contractor for trees delivered to the site, but subsequently rejected by the Resident Engineer. This does not preclude the Resident Engineer from rejecting any trees delivered to the site which, upon inspection at the site, do



not meet the criteria for acceptance as previously outlined.

15. After approval and transportation, and upon arrival at the construction site, the Resident Engineer will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with these Special Provisions.

**801-4.2 Protection and Storage.** To the "WHITEBOOK", ADD the following:

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

**801-4.6 Plant Staking and Guying.** To the "WHITEBOOK", ADD the following:

1. All 15 gallon, 24" box and 36" box size trees shall be double staked. Refer to section 800-1.5.3 of these Special Provisions for approved staking materials and guying materials.
2. The trees shall be staked with the type and length of stake specified on the plans or in the special provisions. One stake shall be placed 450 mm (18 inches) from each side of the tree trunk, unless directed otherwise by the Resident Engineer. Four ties shall be used; two at 50 mm (2 in) from the top of each stake and two at 0.6 m (2 ft.) above the ground. Ties shall be loops secured to the stake on one end and shall be long enough to provide for 75 mm (3 in.) of slack to permit the tree trunk limited movement in any direction.

**801-4.6.2 Guying.** To the "WHITEBOOK", ADD the following:

1. All boxed trees sizes 48" and larger shall be guyed. Guying shall be done immediately after planting. Three guys per plant shall be installed in accordance with the following:
  - a) Each guy shall be secured to the appropriate main branch by twisted loop of No. 12 BWG galvanized iron wire housed in garden house.
  - b) Each guy shall be anchored to a driven stake located at a horizontal distance from the tree equal to the vertical distance from the ground to the connection of the guy wire on the tree branch.
  - c) Each guy shall be covered with highly visible garden hose or plastic tubing to a height of 6 feet above grade.
  - d) Slack in each guy shall be removed by hand so as not to bend or twist the plant.

**801-4.9.3**

**Seeding and Mulching.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Seed, fertilizer, mulch, and other specified materials shall be applied on slopes by Method B described in 801-4.8.2. Method B Hydroseed shall be composed of materials as follows:
  - a) Hydroseed shall consist of a mixture of bonded fiber matrix, seed, commercial fertilizer, binder, and water.
2. Mixture will be as specified as follows:
  - a) The hydro-mulch slurry mixes shall be applied in a two (2) step process which allows seed to be in close contact with soil. The hydro-mulch shall be applied at the following rates:

Step 1: Seed Application Hydro-mulch:

Bonded Fiber Matrix (BFM):	500 lbs. per acre.
Fertilizer (Pre-Plant12-12-12):	100 lbs per acre
Water:	As required per manufacturer's instructions
Mycorrhizal Inoculum:	60 lbs. per acre.
Seed Mix:	Pure live seed in weights as indicated on plans

Step 2: Erosion Control Hydromulch

Bonded Fiber Matrix (BFM):	2,500 lbs. per acre.
Water:	As required
3. Contractor shall provide the Resident Engineer with seed "bag tags" and receipt forms prior to installation of hydroseed mixture.
4. All bare spots shall be re-seeded and mulched by the Contractor within thirty days of the initial application.
5. The preferred time for performing seeding is between the dates of October 15 and November 30 or before the first substantial winter rains. If this is not possible, seeding shall occur between October 15 and February 28. Since an irrigation system is specified for the slope areas, seeding of those areas can be performed between September 15 and March 15, if the site is ready for seeding.
6. Seeding shall be started only after weed eradication, soil preparation and finish grading has been completed and soil has been permitted to settle.
7. Floating: After finish grading, deep watering, the areas to be seeded shall be loosened to a depth of two inches, raked, and floated to the final finish grade by a standard method acceptable to the Resident Engineer/Project Biologist (Restoration Ecologist), with the finish surfaces left even and smooth, free from ridges and depressions and reasonably well firmed.
8. All seed shall be separated and containerized by species. Each species of seed shall be labeled with the species, purity, germination, percent live seed and

quantity of the seed in pounds. Save all seed tags and provide to the Resident Engineer with a small sample of seed from the seed containers prior to mixing to verify the seed quality.

9. Seeding application is to be performed prior to application of the hydromulch so that seed is in direct contact with the soil.
10. The seed shall be evenly applied over the entire area at the rates indicated for each area. During the sowing, care shall be exercised to keep uniform seed spacing. Seeding shall not be performed during times when wind may cause uneven distribution of the seed.

**801-5.1 General.** To the "WHITEBOOK", ADD the following:

1. Contractor shall check and verify the water pressure at P.O.C. prior to beginning of work. Notify Resident Engineer of any discrepancy between pressure indicated on plans and actual water pressure.
2. Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.
3. Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks or in the street. Except where street crossings or trench rerouting is required to protect existing trees.
4. All irrigation equipment shall be installed, flushed, pressure tested, and the coverage test approved prior to plant installation.

**801-5.3.1 General.** To the "WHITEBOOK", ADD the following:

1. Trenches through paved areas shall be resurfaced in accordance with 306-13.
2. Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the Resident Engineer deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings SDW-151, sized as for 4" pipe.
3. Contractor shall install sleeves and chases where any waterline or controller wire passes under paving. Sleeves and chases shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the chase or sleeve. The chases shall be a minimum 15" deep for electrical and the sleeves 21" below grade for water. Sleeves and chases shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline, to be installed in sleeve.
4. All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. (See Section 800-3.2.2.3 for material.)

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

**801-5.3.4 Copper Pipeline.** To the "WHITEBOOK", ADD the following:

2. The assembled joint shall be made with a 40-60 tin-lead solder.

**801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.** To the "WHITEBOOK", ADD the following:

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

To the "WHITEBOOK", item 7, ADD the following:

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

**801-5.5.1 General.** To the "WHITEBOOK", ADD the following:

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

**801-5.6 Automatic Control System Installation.** To the "WHITEBOOK", item 2, ADD the following:

When the valve is to be housed in a valve box, it shall be installed with at least a 4-inch minimum to a 6-inch maximum clearance below the cover. Valve boxes shall be set to finish grade on an unmortared brick foundation.

To the "WHITEBOOK", item 5, ADD the following:

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

**801-5.7.1 General.** To the "WHITEBOOK", ADD the following:

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

**801-5.7.3 Sprinkler Coverage Test.** ADD the following:

3. When system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the Resident Engineer.

**ADD:**

**801-5.13 Operation and Maintenance Manuals.**

1. Prepare and deliver to the Resident Engineer within 10 calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:
  - a) Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.
  - b) Catalog and parts sheets on all material and equipment.
  - c) Contractor Guarantee statement.
  - d) Complete operating and maintenance instructions for all equipment.
2. In addition to the above mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

**801-5.13.1 Payment.**

1. Payment for operation and maintenance manuals shall be included in the Bid item for **"Construction of Canyonside Community Park Improvements"** and no additional compensation shall be allowed.

**ADD:**

**801-5.14 Extra Equipment.**

1. Contractor shall provide to the Resident Engineer:
  - a) Three (3) keys for opening and locking each automatic controller enclosure.
  - b) Two (2) globe valve keys with a minimum four (4) foot long handle.
  - c) Five (5) sprinkler heads with nozzles, screens and flexible swing joints of each type used on the project.
  - d) Five (5) quick coupler keys with swivel hose ells to match quick coupler valves used on the project.

**801-5.14.1 Payment.**

1. Payment for extra equipment shall be included in the Bid item for **"Construction of Canyonside Community Park Improvements"** and no additional payment will be allowed.

**SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1 Project Biologist.** To the “WHITEBOOK”, ADD the following:

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-2.10 BMP Inspection, Maintenance, and Repair.** To the “WHITEBOOK”, ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix J - SWPPP Construction BMP Maintenance Log**.

**1001-3.7 Payment.** To the “WHITEBOOK”, item 3, subsection “g”, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.

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**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**MITIGATED NEGATIVE DECLARATION**





THE CITY OF SAN DIEGO

## MITIGATED NEGATIVE DECLARATION

Project No. 368898  
SCH No. 2018031080

**SUBJECT: CANYONSIDE ADDITIONAL PARKING LOT PROJECT:** Site Development Permit to construct an additional parking lot, upgrade an existing play area, and improve surface drainage at Canyonside Community Park at 12350 Black Mountain Road. (LEGAL DESCRIPTION: Lot 1 of Penasquitos Park View Estates, Unit #1, in the City of San Diego, County of San Diego, State of California, according to map thereof #10045) APPLICANT: Bill Diehl.

**UPDATE: The Mitigated Negative Declaration (MND) has been revised to update Archaeological resources mitigation per Public Resources Code Section 5097.98 and update the Tribal Cultural Resources Section of the Initial Study Checklist; however, this revision is a clarification and amplification to the analysis, mitigation measures, and conclusions of the draft MND. The physical scope of the project, project environmental impacts, and conclusions of the draft Mitigated Negative Declaration are not affected by the revisions. Therefore, recirculation of the draft MND is not required pursuant to Section 15073.5 of CEQA Guidelines. Double underline has been used to denote additions to the MND and Initial Study and strikethrough has been used to denote deletions from the MND and initial study.**

- 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): **Biological Resources, Archaeological Resources, and Land Use (MHPA Adjacency)**. 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:

**A. GENERAL REQUIREMENTS – PART I**  
**Plan Check Phase (prior to permit issuance)**

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

**B. GENERAL REQUIREMENTS – PART II**  
**Post Plan Check (After permit issuance/Prior to start of construction)**

**1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

***Qualified Archaeologist***  
***Qualified Native American Monitor***  
***Qualified Biologist***

**Note:**

**Failure of all responsible Permit Holder’s representatives and consultants to attend shall require an additional meeting with all parties present.**

**CONTACT INFORMATION:**

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

**2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) #368898, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

**Note:**

**Permit Holder’s Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.**

**3. OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

*Not Applicable*

**4. MONITORING EXHIBITS**

All consultants are required to submit , to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

**5. OTHER SUBMITTALS AND INSPECTIONS:**

The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

<u>Issue Area</u>	<u>Document submittal</u>	<u>Assoc Inspection/Apv l</u>	<u>Notes</u>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con

Biology	Consultant Qual. Letter	MMC approval	
	Bio. Monitoring Exhibit.	MMC approval	
	Protocol or other Survey	MMC approval	
Biology	Limit of Work Ver. Letter	MMC inspection	
Archaeology	Archaeology Reports	Archaeology/Historic site observation	
Final approval	Request for Final	Final inspection	1 week after request

**B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS**

**BIOLOGICAL RESOURCES**

- I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents.

The mitigation measures of this MMRP notwithstanding, all mitigation and monitoring for project impacts to biological resources shall conform to the mitigation measures identified in the Canyonside Community Park Drainage and Parking Lot Improvement Project Biological Resources Survey by AECOM, dated October 13, 2016, unless changes are approved by MMC.

Letters of Qualification Have Been Submitted to DD

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. *MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.*
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

II. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
  - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
  - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.

- c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
  - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
3. PQB Shall Contact MMC to Request Modification
  - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

### III. During Construction

#### A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVr). The CSVr's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSVr at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVr.

8. PQB shall verify in writing on the CSV's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.
- B. Disturbance/Discovery Notification Process
1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
  2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
  3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).
- C. Determination of Significance
1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
  2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

#### IV. General Avian Protection

To avoid any direct impacts to any species identified as a listed, candidate, sensitive, or special states species in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction (precon) survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the precon survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction. If identified nesting birds are not detected during the precon survey, no further mitigation is required.

V. Prior to commencement of construction activities the Principal Qualified Biologist (PQB) shall meet with the PERMIT HOLDER/OWNER or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffer, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

VI. Diegan Coastal Sage Scrub/Non-Native Grassland Upland Habitat Mitigation

Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the project's combined impacts to 0.118-acre of Diegan coastal sage and non-native grassland habitat within the MHPA shall be mitigated at a 1:1 ratio through payment into the City's Habitat Acquisition Fund.

**MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS**

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
  - B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
  - C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on

publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*

- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consist with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.
- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify



that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO MECHANIZED CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
  1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
  2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE

UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

\* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
  2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

## **ARCHAEOLOGICAL RESOURCES**

### **I. Prior to Permit Issuance or Bid Opening/Bid Award**

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
  2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.

3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

## II. Prior to Start of Construction

### A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

### B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
  - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced,

depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule  
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

### III. During Construction

#### A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

#### B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

#### C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 

**Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**

      - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
      - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
      - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
    - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
    - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to

the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

##### A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

##### B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

##### C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission granted access to the site, OR;
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, the landowner shall reinter the

human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance, THEN

- c. To protect these sites, the landowner shall do one or more of the following:
    - (1) Record the site with the NAHC;
    - (2) Record an open space or conservation easement; or
    - (3) Record a document with the County. The document shall be titled "Notice of Reinterment of Native American Remains" and shall include a legal description of the property, the name of the property owner, and the owner's acknowledged signature, in addition to any other information required by PRC 5097.98. The document shall be indexed as a notice under the name of the owner.
  - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
- 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
  - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

**V. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  - 2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

- A. Submittal of Draft Monitoring Report
  1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
    - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
  2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
  1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  2. The PI shall be responsible for ensuring 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.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification



1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

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

City of San Diego  
 Councilmember Cate - District 6  
 Mayor's Office  
 City Attorney's Office (MS 59)  
 Development Services (501)  
     Jessica Madamba, EAS  
     Golsa Soraya, Project Management  
     Kristy Forburger, MSCP  
 Engineering and Capital Projects (908A)  
     Mark Calleran  
 Library Dept. – Government Documents (81)  
 San Diego Central Library (81A)  
 Rancho Penasquitos Branch Library (81BB)

Biological  
 US Fish & Wildlife Service (23)  
 California Dept. of Fish & Wildlife (32)  
 Sierra Club (165)  
 San Diego Audubon Society (167)

Mr. Jim Peugh (167A)  
California Native Plant Society (170)  
Endangered Habitats League (182A)  
MSCP Reviewer

Archaeology

Historical Resources Board (87)  
Carmen Lucas (206)  
South Coastal Information Center (210)  
San Diego Archaeological Center (212)  
Save Our Heritage Organisation (214)  
Ron Christman (215)  
Clint Linton (215B)  
Frank Brown – Inter-Tribal Cultural Resources Council (216)  
Campo Band of Mission Indians (217)  
San Diego County Archaeological Society, Inc. (218)  
Kumeyaay Cultural Heritage Preservation (223)  
Kumeyaay Cultural Repatriation Committee (225)  
Native American Distribution (225 A-S) (Public Notice & Location Map Only)  
Native American Heritage Commission (222)

Others

Rancho De Los Penasquitos Planning Board (380)  
State Clearinghouse (46)  
William Diehl, Rancho Penasquitos Recreation Council  
Joe Esposito, Estrada Land Planning

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.
- ( X ) Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

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



Mark Brunette, Senior Planner  
Development Services Department

3/26/18

Date of Draft Report

6/12/18

Date of Final Report

Analyst: Jessica Madamba, Assistant Planner

Attachments: Figure 1 - Location Map  
Figure 2 - Site Plan  
Initial Study Checklist

**Letter A**



P.O. Box 908  
Alpine, CA 91903  
#1 Viejas Grade Road  
Alpine, CA 91901

Phone: 6194453810  
Fax: 6194455337  
viejas.com

**Letter A Response**

Comment noted.

April 9, 2018

Jessica Madamba  
City of San Diego Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

**RE: Canyonside Additional Parking Lot**

Dear Ms. Madamba,

The Viejas Band of Kumeyaay Indians ("Viejas") has reviewed the proposed project and at this time we have determined that the project site has cultural significance or ties to the Kumeyaay Nation. We recommend that you notify the:

San Pasqual Band of Mission Indians  
P.O. Box 365  
Valley Center, Ca 92082

Additionally, we request, as appropriate, the following:

- All NEPA/CEQA/NAGPRA laws be followed
- Immediately contact San Pasqual on any changes or inadvertent discoveries.

Thank you for your collaboration and support in preserving our Tribal cultural resources. I look forward to hearing from you. Please call me at 619-659-2312 or Ernest Pingleton at 619-659-2314, or email, [rteran@viejas-nsn.gov](mailto:rteran@viejas-nsn.gov) or [epingleton@viejas-nsn.gov](mailto:epingleton@viejas-nsn.gov), for scheduling. Thank you.

Sincerely,

Ray Teran, Resource Management  
VIEJAS BAND OF KUMEYAAY INDIANS

Cc: San Pasqual

# Letter B

## RINCON BAND OF LUISEÑO INDIANS

### Cultural Resources Department

1 W. Tribal Road · Valley Center, California 92082 ·  
(760) 297-2330 Fax: (760) 297-2339



# Letter B Response

Comment noted.

April 9, 2018

Jessica Madamba  
City of San Diego  
Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

**Re: Canyonside Additional Parking Lot Project No. 368898**

Dear Ms. Madamba:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Canyonside Additional Parking Lot Project No. 368898. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions.

If you would like information on tribes within your project area, please contact the Native American Heritage Commission and they will assist with a referral.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

Destiny Colocho  
Manager  
Rincon Cultural Resources Department

Bo Mazzetti  
Tribal Chairman

Tishmall Turner  
Vice Chairwoman

Steve Stallings  
Council Member

Laurie E. Gonzalez  
Council Member

Alfonso Kolb  
Council Member

# Letter C

STATE OF CALIFORNIA  
NATIVE AMERICAN HERITAGE COMMISSION  
Environmental and Cultural Department  
1550 Harbor Blvd., Suite 100  
West Sacramento, CA 95691  
Phone (916) 373-3710  
Fax (916) 373-5471

Edmund G. Brown Jr., Governor



April 20, 2018

Jessica Madamba  
City of San Diego  
1222 1<sup>st</sup> Avenue (MS 501)  
San Diego, CA 92101

Also sent via e-mail: DSDEAS@sandiego.gov

Re: SCH# 2018031080, Canyonside Additional Parking Lot (PTS No. 368898) Project, Community of Rancho Penasquitos; San Diego County, California

Dear Ms. Madamba:

The Native American Heritage Commission (NAHC) has reviewed the Mitigated Negative Declaration (MND) prepared for the project referenced above. The review included the Project Description; the Specific MMRP Issue Area Conditions and Requirements; and the Initial Study Checklist section V, Cultural Resources, and section XVII, Tribal Cultural Resources prepared by the City of San Diego. We have the following concerns:

1. Conditional requirements in Archaeological Resources, IV Discovery of Human Remains, section B (5), Disposition of Native American Human Remains, subsection (a) mis-states statutory requirements for notification. Public Resources Code (PRC) 5097.98 (a) states that a Most Likely Descendant (MLD) can make recommendations within 48 hours of being granted access to the site, not from the time of notification by the NAHC.
2. Conditional requirements in IV, Discovery of Human Remains, section B (5), Disposition of Native American Human Remains, subsection (c) does not include any information on reinterment as stated in subsection 5 (d). If the NAHC is unable to identify a MLD, or the MLD fails to make recommendations, or the landowner rejects those recommendations, then PRC 5097.98 (e) provides for reinterment on the project property in an area which will not be subject to future disturbance. Once reinterment has occurred, then the protection measures outlined in 5 (c) are applicable.
3. There is no documentation of **government-to-government consultation by the lead agency** under AB-52 with Native American tribes traditionally and culturally affiliated to the project area as required by statute. In the Initial Study Checklist section XVII Tribal Cultural Resources, the only explanatory statement says "consultation has not been requested for the project site". This statement is vague and does not document the outreach efforts, if any, that were made by the City of San Diego to engage in consultation.
4. Lack of identified Tribal Cultural Resources does not mean there will be no impacts. Standard conditions under Archaeological Resources do not address these resources and with groundbreaking, there is the possibility of inadvertent discoveries. Mitigation for potential impacts to Tribal Cultural Resources is required with or without consultation with tribes. Mitigation measures specifically addressing Tribal Cultural Resources separately and distinctly from Archaeological Resources should be included in the document. Mitigation language for archaeological resources is not always appropriate for or similar to measures specifically for handling Tribal Cultural Resources. Sample mitigation measures for Tribal Cultural Resources can be found in the CEQA guidelines at [http://opr.ca.gov/docs/Revised\\_AB\\_52\\_Technical\\_Advisory\\_March\\_2017.pdf](http://opr.ca.gov/docs/Revised_AB_52_Technical_Advisory_March_2017.pdf)

Please contact me at [gayle.totton@nahc.ca.gov](mailto:gayle.totton@nahc.ca.gov) or call (916) 373-3714 if you have any questions.

Sincerely,

Handwritten signature of Gayle Totton in cursive.

Gayle Totton, B.S., M.A., Ph.D  
Associate Governmental Project Analyst

Attachment

cc: State Clearinghouse

# Letter C Response

1 & 2. The archaeological mitigation in Section IV Discovery of Human Remains of the MND has been updated to clarify mitigation measures per Public Resources Code 5097.98.

3. Section XVII Tribal Cultural Resources in the Initial Study Checklist has been updated with information regarding the government-to-government consultation on September 15, 2017 between the lead agency and Native American tribes pursuant to AB-52. Both the Iipay Nation of Santa Ysabel and Jamul Indian Village of Kumeyaay Nation determined that Native American monitoring will be required for this project.

4. Section V Cultural Resources and Section XVII Tribal Cultural Resources in the Initial Study Checklist require both an archaeologist and Native American monitor to be present during any ground disturbing activities as a mitigation measure. Section XVII has been updated to clarify that AB-52 consultation was conducted and Native American monitors will be required, separate from an archaeologist. During consultation, both the lead agency and the Native American tribes concurred that the standard mitigation measures stated within the MND would suffice for this project. In addition, the Archaeological Resources section within the MND distinguishes between the mitigation requirements of the archaeological monitor and the Native American monitor.

## Letter D

Madamba, Jessica

---

**From:** Gower, Patrick <patrick\_gower@fws.gov>  
**Sent:** Monday, April 30, 2018 3:19 PM  
**To:** Madamba, Jessica  
**Cc:** Weiss, Eric@Wildlife  
**Subject:** Canyonside Parking

We have reviewed the Draft MND for this project, Thread-leaved brodiaea (Brfl) are found in the area and based on the site soil conditions, might be found within the project area. The Dec 2017 general survey would not have detected Brfl because neither the vegetative or flowering structures would have been present. Brfl is now visible on the City's Black Mountain Ranch preserve and the Heritage Bluffs preserve, therefore we strongly recommend the City resurvey the project area for Brfl as soon as possible.

We do not think payment into the HAF is appropriate for this project. Payment into the HAF is generally used as mitigation of impacts to small, isolated sites with lower long-term conservation value. The proposed project is not isolated and due to the existing habitat found onsite and the possibility of future restoration, the site does not have a lower conservation value. The City should look at restoring habitat within the the park or Los Penasquitos Canyon Preserve

*Patrick Gower*

Fish and Wildlife Biologist  
Carlsbad Fish and Wildlife Office  
(760) 431-9440 ext 352

## Letter D Response

A letter report was written on June 6, 2018 by City Biologists to present the findings of the thread-leaved brodiaea (Brfl) survey for the Canyonside Community Park Drainage and Parking Lot Improvement Project which was conducted on May 10, 2018 between 11am and 2:30 pm. USDA soil maps indicate soils at Black Mountain Ranch and Heritage Bluffs, where Brfl are present, are primarily Altamont clay. Soils at the project site include Huerhuero loam and Olivenhain cobbly loam. In addition, the results of the field survey showed no Brfl observed within the project area. Based on known occurrences of Brfl populations located 2 miles away, USDA soil information, and the recent survey, the City has determined that it is unlikely that Brfl would occur within the project site.

The biological mitigation in Section IV of the MND requires 1:1 mitigation with land within the MHPA which shall be achieved through payment in the City's Habitat Acquisition Fund or Marron Valley Cornerstone Lands Bank. The biological mitigation complies with standard City mitigation and monitoring requirements including the City's Environmentally Sensitive Lands Regulations 143.0141(a)(C), if the area of impact is small, monetary payment of compensation into a fund may be accepted in lieu of other forms of mitigation.

## Letter E



Edmund G. Brown Jr.  
Governor

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



Ken Alex  
Director

April 27, 2018

Jessica Madamba  
City of San Diego  
1222 First Avenue, MS-501  
San Diego, CA 92101

Subject: Canyonside Additional Parking Lot (PTS No. 368898)  
SCH#: 2018031080

Dear Jessica Madamba:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on April 26, 2018, and no state agencies submitted comments by that date. 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 call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

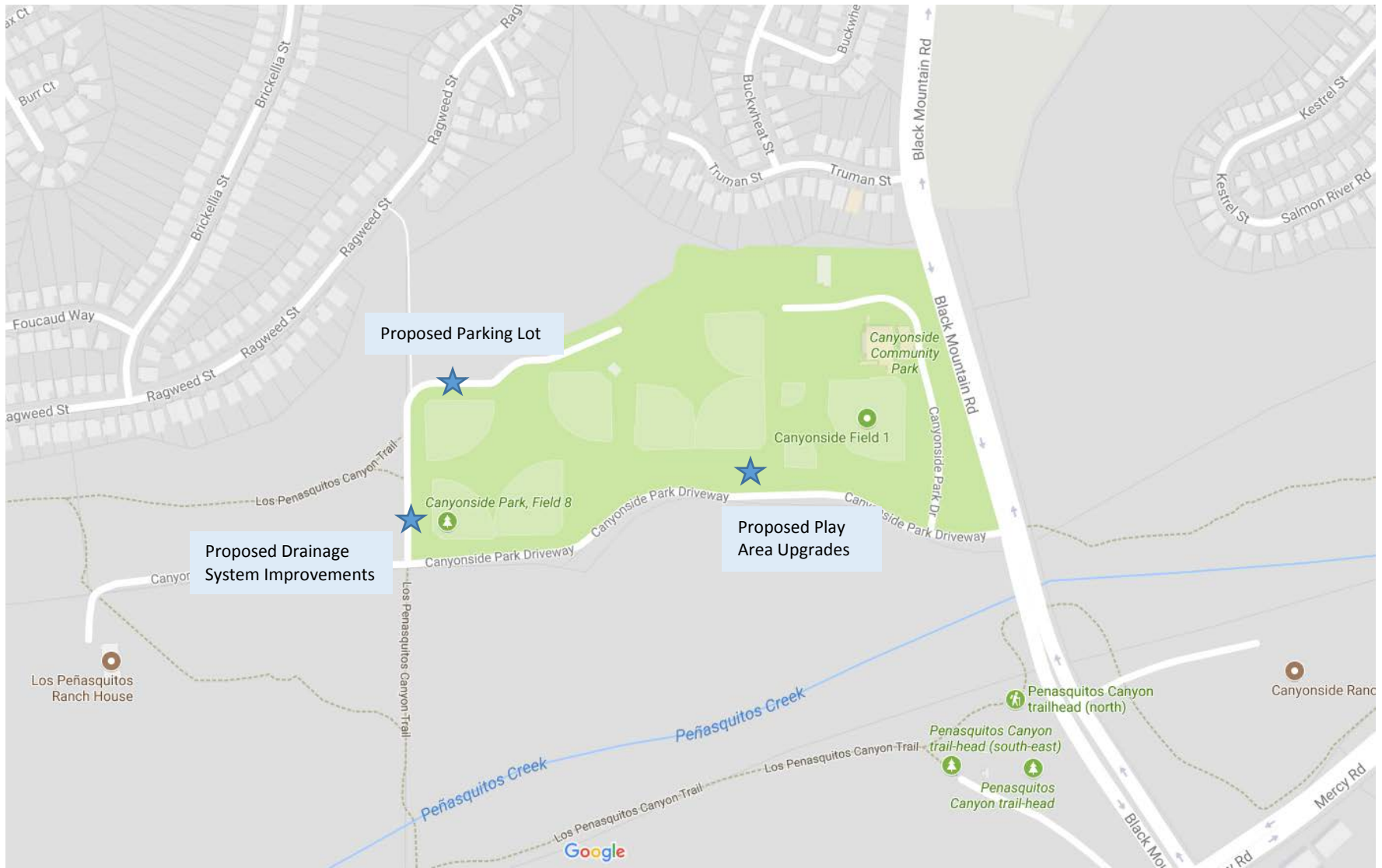
Scott Morgan  
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3011 SACRAMENTO, CALIFORNIA 95812-3011  
TEL 1-916-445-0613 FAX 1-916-538-3164 www.opr.ca.gov

## Letter E Response

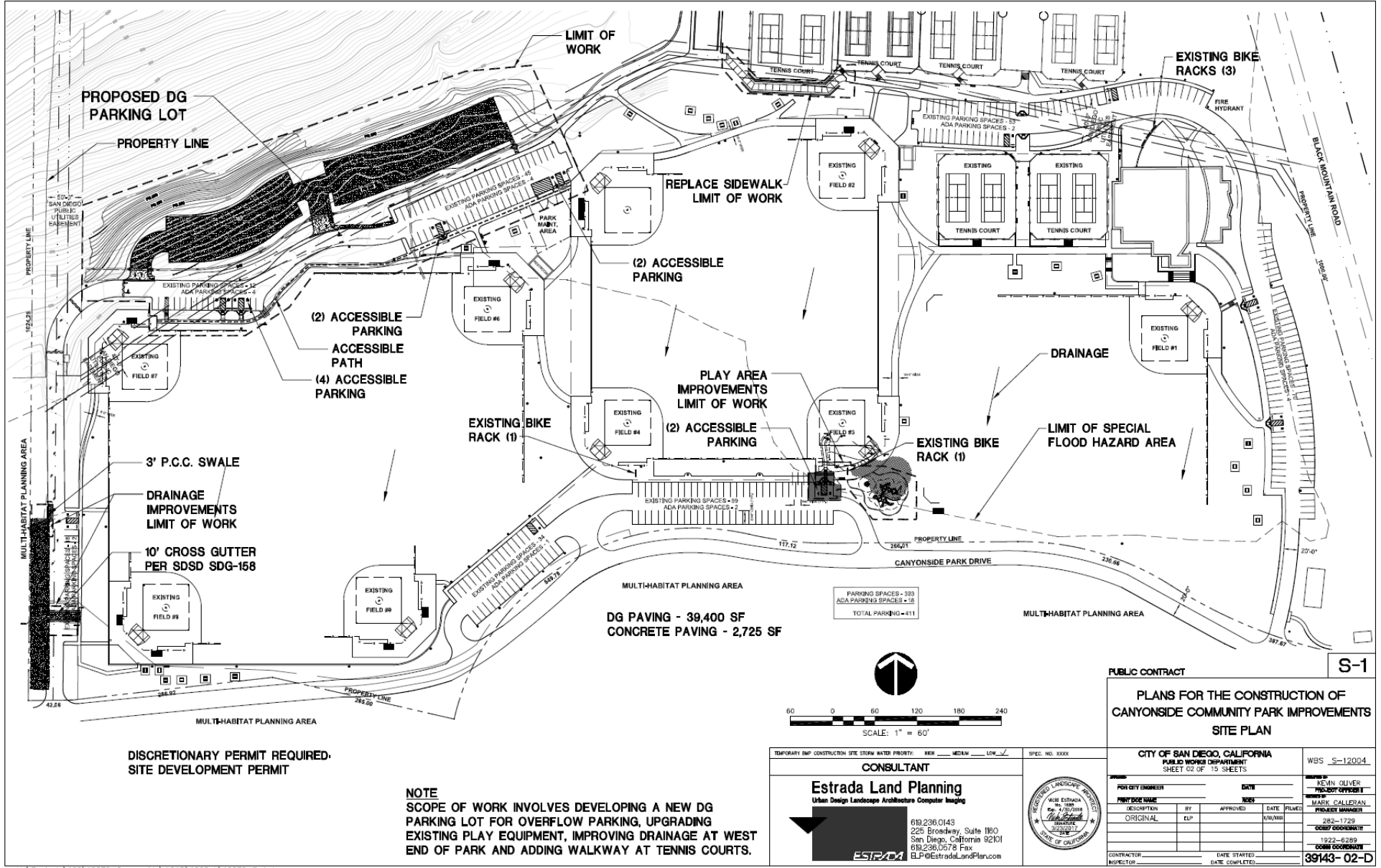
Comment noted.





**Figure 1: Location Map**

Canyonside Additional Parking Lot Project No. 368898  
Address: 12350 Black Mountain Road San Diego, CA 92129  
 City of San Diego – Development Services Department



DISCRETIONARY PERMIT REQUIRED.  
SITE DEVELOPMENT PERMIT

**NOTE**  
SCOPE OF WORK INVOLVES DEVELOPING A NEW DG PARKING LOT FOR OVERFLOW PARKING, UPGRADING EXISTING PLAY EQUIPMENT, IMPROVING DRAINAGE AT WEST END OF PARK AND ADDING WALKWAY AT TENNIS COURTS.

**CONSULTANT**  
**Estrada Land Planning**  
Urban Design Landscape Architecture Computer Imaging  
619.236.0143  
225 Broadway, Suite 1180  
San Diego, California 92101  
619.236.0578 Fax  
ELP@EstradaLandPlan.com

**PROFESSIONAL LANDSCAPE ARCHITECT**  
WEST ESTRADA  
NO. 1259  
1259  
1259  
1259  
STATE OF CALIFORNIA

TEMPORARY IMP. CONSTRUCTION SITE STORM WATER PRIORITY: HIGH \_\_\_\_\_ MEDIUM \_\_\_\_\_ LOW \_\_\_\_\_ SPEC. NO. XXXX

S-1	
<b>PUBLIC CONTRACT</b>	
<b>PLANS FOR THE CONSTRUCTION OF CANYONSIDE COMMUNITY PARK IMPROVEMENTS SITE PLAN</b>	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 02 OF 15 SHEETS	
FOR CITY ENGINEER	DATE
PROJECT NO.	WBS S-12004
PROJECT OFFICER	KEVIN OLIVER
PROJECT MANAGER	MARK CALDERAN
COUNTY COORDINATOR	282-1729
COMM COORDINATOR	1922-6289
CONTRACTOR	DATE STARTED
DATE COMPLETED	39143-02-D

M:\Projects\100\12279-Canyonside\ACAD\100Sub\12279\_T-1.dwg  
7/24/2017 8:22 AM joe2

100% SUBMITTAL PLAN

**Figure 2: Site Plan**  
Canyonside Additional Parking Lot Project No. 368898  
Address: 12350 Black Mountain Road San Diego, CA 92129  
City of San Diego Community Development Services Department  
Appendix A - Mitigated Negative Declaration

## INITIAL STUDY CHECKLIST

1. Project Title/Project Number: **CANYONSIDE ADDITIONAL PARKING LOT PROJECT/368898**

2. Lead agency name and address:

City of San Diego  
Department of Development Services  
1222 First Avenue, MS 501  
San Diego, CA 92101

3. Contact person and phone number: Jessica Madamba/ (619) 446-5445

4. Project location:

The proposed project is located at Canyonside Community Park at 12350 Black Mountain Road within the Rancho Penasquitos Community Plan area and Council District 6 (See attached location map).

5. Project Applicant/Sponsor's name and address:

City of San Diego Public Works Department – Engineering and Capital Projects

6. General Plan designation:

Park, Open Space and Recreation

7. Zoning:

The proposed project is within the AR-1-1 (Agricultural-Residential) zone.

8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A SITE DEVELOPMENT PERMIT (SDP) to construct a new parking lot, upgrade an existing play area, improve surface drainage in an existing parking lot and add an ADA accessible walkway at Canyonside Community Park, located at 12350 Black Mountain Road. The proposed parking lot is located in the northwest corner of the property and will include 101 new parking spaces for overflow parking and will be paved with decomposed granite (DG). The proposed play area upgrades will include demolition of existing play equipment and installation of new equipment including a new safety surface. The improvements to the surface drainage are located at the west end of the property in what is currently a dirt parking lot. These improvements will include construction of a concrete swale to the north of the parking lot, replacing an existing cross gutter, and paving the dirt parking lot with DG. The walkway will be added to extend an existing walkway east of the new parking lot to the existing tennis courts

at the north side of the park. **The project site is not included on any Government Code listing of hazardous waste sites.**

9: Surrounding land uses and setting: Briefly describe the project's surroundings:

The Canyonside Community Park is located in a canyon that is mostly bordered by disturbed habitat directly to the north and west, and adjacent to the City's Multi-Habitat Planning Area (MHPA) to the south and west which includes coastal sage scrub, a native habitat. The park is situated downhill from a residential development and west of Black Mountain Road. The park is also located to the east of and directly upstream from a mapped National Wetlands Inventory (NWI) wetlands which eventually drains into Los Penasquitos Creek located south of the project site.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

N/A

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, consultation occurred between the City of San Diego and the Lipay Nation of Santa Ysabel and Jamul Indian Village of Kumeyaay Nation on September 15, 2017.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Population/Housing                   |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                      |
| <input type="checkbox"/> Air Quality                        | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                           |
| <input checked="" type="checkbox"/> Biological Resources    | <input checked="" type="checkbox"/> Land Use/Planning  | <input type="checkbox"/> Transportation/Traffic               |
| <input checked="" type="checkbox"/> Cultural Resources      | <input type="checkbox"/> Mineral Resources             | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Geology/Soils                      | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Utilities/Service System             |
|   |  | <input type="checkbox"/> Mandatory Findings Significance      |

**DETERMINATION:** (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Used. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion. Please note, all reports and documents mentioned in this document are available for public review in the Entitlements Division on the Fifth Floor of 1222 First Avenue, San Diego.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a. The significance criteria or threshold, if any, used to evaluate each question; and
  - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

All of the proposed work would occur either below grade or at finished grade for proposed DG parking lot and the drainage system improvements. The proposed parking lot will match the adjacent grade of an existing parking lot and the cross gutter drainage improvements will include reconstruction of the existing pavement to provide a smooth, at grade, transition. The play area upgrades will include demolition and construction of new ground surfacing and reinstallation of play equipment and not result in visual impacts caused by play area structures. Therefore, no new visual impacts occur as a result of the proposed project and it would have no significant impacts to public scenic vistas and no mitigation would be required.

- b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Refer to I.a. In addition, the project would not damage any existing scenic rock outcroppings, or historic buildings (Refer to V.a.) as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway.

- c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Refer to I.a and I.b.

- d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The current land use on the project site is recreational with lights for night-time use. Additionally, adjacent parcels to the north are developed with residences that have exterior lights. Therefore, the MHPA in the canyon currently receives lighting impacts from the project site and its surroundings. The scale and proposed function of the project do not require substantial outdoor lighting. Most of the proposed activities will occur during daylight activities when no lighting would be required. Lighting on the site will be shielded and directed away from the MHPA to avoid lighting impacts. As a result, no significant lighting impacts will occur from the proposed project. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740.

II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would occur within a community park and disturbed habitat and urban/developed areas which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to II.a.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would occur within a community park and disturbed habitat and urban/developed areas which is not designated as forest land. In addition, forest land is not present in the vicinity of the project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to II.c.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries.

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or



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air pollution control district may be relied on to make the following determinations - Would the project:

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed parking lot, drainage improvement and play area upgrades would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled). However, emissions would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. Additionally, the construction equipment typically involved in parking lot and drainage project is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region's air quality plan.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to III.a

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices (BMPs) would reduce potential impacts related to construction activities to below a level of significance. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the project would not create odors affecting a substantial number of people.

IV. BIOLOGICAL RESOURCES – Would the project:

- a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Direct Impacts

A Biological Resources Survey Report for Canyonside Community Park Drainage and Parking Lot Improvement Project was prepared by AECOM (October 13, 2016). The report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project. The proposed project would result in direct impacts to 0.29 acre of coastal sage scrub habitat from the new parking lot portion of the project. The coastal sage scrub in the area is sparse and low quality due to encroachment of nonnative species from the disturbed habitat that immediately borders it, and its separation from a more contiguous patch of native habitat in the MHPA to the west. Coastal sage scrub is a City of San Diego Tier II sensitive habitat and will require 1:1 mitigation with land within the MHPA which shall be achieved through payment in the City's Habitat Acquisition Fund or Marron Valley Cornerstone Lands Bank.

The remaining 1.95 acres of the parking lot project impact disturbed and eucalyptus woodland, which are both Tier IV habitats, and require no mitigation.

Indirect Impacts

The proposed project may include use of construction materials or construction equipment fluids that may potentially enter the MHPA of the Multiple Species Conservation Program (MSCP). In addition, due to the occurrence of MHPA wildlife habitat adjacent to the proposed project area, elevated noise levels during construction activities could potentially interfere with wildlife utilization of the MHPA. Further, the proposed project disturbance/impact areas could result in conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration, including the MHPA Land Use Adjacency Guidelines, and biological resource protection during construction, would reduce potentially significant indirect impacts to the MHPA to a less than significant level.

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Section V also includes specific mitigation measures for the California gnatcatcher and general avian species including raptors, which would reduce potentially significant indirect impacts on those bird species to a less than significant level.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to IV.a regarding indirect impacts. According to the project’s biological resources survey report the project would not directly impact any riparian habitat or any other community identified in local or regional plans, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to IV.a regarding indirect impacts. According to the project’s biological resources survey report the project would not directly impact any federal protected wetlands.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project site has potential to support both raptor and songbird nests due to the presence of trees, shrubs, and other ground cover; however, no active nests were observed during the field assessment conducted during the biological resources survey. A mitigation action typically includes conducting any vegetation removal between September 16 and January 31, which is outside of the breeding/nesting season, to avoid potential impacts to nesting birds. If initial vegetation removal occurs during the nesting season, all suitable habitat will be thoroughly surveyed for the presence of nesting birds by a qualified biologist. Furthermore, the project site is not located within or near established native resident or migratory wildlife corridors as indicated in the biological resources survey report.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- |  |                          |                                     |                          |                          |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
|  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|

Refer to IV.a. The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for impacts to sensitive biological resources in accordance with the MSCP and the City of

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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San Diego Biology Guidelines. The project is located adjacent to the MHPA and is therefore subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. These guidelines are included as mitigation measures under Section V of this Mitigated Negative Declaration which would reduce potentially significant indirect impacts to habitat and wildlife in the MHPA to a less than significant level.

- |  |                          |                                     |                          |                          |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|

Refer to IV.a and IV.e. The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan.

V. CULTURAL RESOURCES – Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project involves the construction of a new parking lot, improvements to an existing dirt parking lot drainage system and upgrades to an existing play area and would not impact any designated historic structures or resources.

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The proposed project is located in an area that has been identified as sensitive for the discovery of archaeological resources on City of San Diego archaeological resource sensitivity maps. In addition, a California Historical Resources Information System (CHRIS) search identified several recorded archaeological sites in the vicinity of the project site (AECOM, 1/29/2016). For these reasons, the proposed project could have a significant impact on archaeological resources. To reduce potentially significant impacts to archaeological resources to a less than significant level, a qualified archaeologist and Native American monitor are required to be present during any ground disturbance that is associated with the project. Specific information on archaeological resource impact mitigation can be found within the Mitigation, Monitoring and Reporting Program under Section V of this MND.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

A Geotechnical Survey for Canyonside Community Park Parking Lot was conducted by Geocon (October 2016). The survey analyzed the impacts of the proposed project on geologic resources. The project site is underlain by 2 to 5 feet of surficial topsoil consisting of silty clay and Alluvium geological deposit/formation/rock. The City of San Diego CEQA

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Significance Thresholds Paleontological Monitoring Determination Matrix indicates that surficial topsoil and the Alluvium formation has a low sensitivity rating for the discovery of paleontological resources.

The significance thresholds do not require paleontological monitoring for projects that would impact a formation with a low sensitivity rating and the project will not impact paleontological resources.

- d) Disturb any human remains, including those interred outside of formal cemeteries?

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during subsequent project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required.

VI. GEOLOGY AND SOILS – Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore risks from rupture of a known earthquake fault would be below a level of significance.

- ii) Strong seismic ground shaking?

Refer to VI.a.i. The project would be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

- iii) Seismic-related ground failure, including liquefaction?

Refer to VI.a.

- iv) Landslides?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Refer to VI.a.

- b) Result in substantial soil erosion or the loss of topsoil?

Refer to VI.a. All parking lot grading will be remedial, consisting of removal and recompaction of the surficial soils to provide a two-foot compacted fill mat for support of the parking lot. Additionally, appropriate BMPs would be utilized during project construction to prevent soil erosion. As such, the project would not result in a substantial amount of soil erosion or loss of topsoil.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The project is located within City of San Diego Liquefaction Hazard Category 32: Low Potential which is designated as “fluctuation groundwater minor drainages” and low geologic risk. In addition, proper engineering design and utilization of standard construction practices would ensure that the potential impacts would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Refer to VI.a.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is to construct a new parking lot, improve an existing drainage system, and upgrade an existing play area.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions that City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The CAP is a plan for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project’s incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP’s assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined through the use of this Checklist may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

The project involves a new parking lot, improvements to a drainage system and upgrades to a play area. In addition, the project would not result in operational greenhouse gas emissions. Under Step 1 of the CAP Checklist the proposed project is consistent with the existing General Plan and Community Plan land use designations, and zoning designations for the project site because these designations allow for the construction of a parking lot and drainage improvements. Therefore, the proposed project is consistent with the growth projections and land use assumptions used in the CAP.

Furthermore, completion of the Step 2 of the CAP Checklist for the project demonstrates that the CAP strategies for reduction in GHG emissions are not applicable to the project because it is a new parking lot, drainage system improvements and a play area upgrade project with no habitable space or operational GHG emissions, and does not require a building permit or certificate of occupancy.

Therefore, the project has been determined to be consistent with the City of San Diego Climate Action Plan, would result in a less than significant impact on the environment with respect to Greenhouse Gas Emissions, and further GHG emissions analysis and mitigation would not be required.

- b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Refer to VII.a.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?

Construction of the project may require the use of hazardous materials (e.g. fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal; however, these conditions would not occur during routine construction within the PROW. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The project site is not indicated has a hazardous materials site on GeoTracker. However, in the event that construction activities encounter contamination, the contractor would be required to implement section 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Compliance with these requirements would minimize the risk to the public and the environment; therefore, impacts would remain less than significant.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Refer to VIII.a. However, section 803 of the City's "WHITEBOOK" to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Refer to VIII.a-c.



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project site is located within the Airport Influence Area of the MCAS Miramar Airport Land Use Compatibility Plan. However, since the proposed project involves a new at grade parking lot and improvements to an existing drainage system, it would not introduce any new features that would result in a safety hazard for people residing or working in the area, or create a flight hazard.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not within proximity of a private airstrip.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with and adopted emergency response plan or emergency evacuation plan.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?
- |                          |                          |                                     |                          |
|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would be located within a community park. However, the proposed parking lot, drainage improvements and upgraded play area would not introduce any new features that are combustible or would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The runoff generated from the proposed project site will eventually drain into the MHPA areas after being collected and appropriately treated on-site. Potential impacts to existing water quality standards associated with the proposed project would include discharge of pollutants off-site during the construction phase. The project would be required to comply with the City's Storm Water Standards Manual and would have to comply with either a Water Pollution Control Plan or Storm Water Pollution Prevention Plan. These plans would prevent or effectively minimize short-term water quality impacts during construction

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project would not create new substantial impervious surfaces that would interfere with groundwater recharge. Therefore, there would be no impacts to groundwater supply.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The existing drainage pattern at the project site is directly located upstream from a NWI wetland area and eventually drains into Los Penasquitos Creek. During periods of heavy or prolonged rains, the area just upstream from the existing swale floods into a small pond. This water does not drain directly into the swale and is the impetus for the drainage improvement project to include a three-foot swale and reconstruction of the existing cross gutter. The runoff generated from the project will be collected, appropriately treated on-site, and drain into the MHPA areas. Thus, the project would actually reduce the potential for erosion in the future.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved BMPs, which would ensure that water quality is not degraded.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>f) Otherwise substantially degrade water quality?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved BMPs, which would ensure that water quality is not degraded.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose any housing.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose any structures that would impede flood flows as it is a parking lot and drainage system improvement project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project does not include any features that would increase the risk associated with flooding beyond those of existing conditions.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| j) Inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project does not include any features that would increase the risk associated with inundation by seiche, tsunami, or mudflow beyond those of existing conditions.

X. LAND USE AND PLANNING – Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would involve constructing a parking lot, improving a drainage system and upgrading a play area and would not introduce new features that could divide an established community.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would involve constructing a new parking lot, drainage improvements, and upgrading a play area and would be consistent with all applicable land use plans, policies,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Refer to IV. The project is adjacent to the MHPA preserve area of the MSCP. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to the MHPA to a less than significant level.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The areas around the proposed project are not being used for the recovery of mineral resources and are not designed by the General Plan or other local, state or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to X.d.

XII. NOISE – Would the project result in:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Generation of excessive ground borne vibration or ground borne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XII.a-b

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

The proposed parking lot and drainage project would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington’s Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

The project is located within the Airport Influence Area of MCAS Miramar Land Use Compatibility Plan. However, it is not within the airport 60 CNEL noise contour so people working on the project would not be exposed to excessive airport noise levels. The project, in and of itself, would not generate operational noise. Furthermore, compliance with OSHA standards will ensure the project workers would not be exposed to excessive noise levels.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

The project site is not located within the vicinity of a private airstrip.

XIII. POPULATION AND HOUSING – Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project scope does not include the construction of new or extended roads or infrastructure, or new homes and businesses. The project create a new parking lot, improve an existing drainage system and upgrade a play area. Therefore, the project would not induce population growth nor require the construction of new infrastructure.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No such displacement would result. There is no existing housing within the boundaries of the proposed project.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No such displacement would result. There is no existing housing or residents within the boundaries of the project.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:

- i) Fire Protection

The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire services.

- ii) Police Protection

The project would not affect existing levels of police protection service and would not require the construction or expansion of a police facility.

- iii) Schools

The project would not affect existing levels of public services and would not require the construction or expansion of a school facility.

- v) Parks

The project would not affect existing levels of public services and although located within a City owned community park, would not require additional park facility services.

- vi) Other public facilities

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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XV. RECREATION -

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not adversely affect the availability of and/or need for new or expanded recreational resources.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XV.a. The project does not propose recreation facilities or require the construction or expansion of any such facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the proposed project would temporarily affect traffic circulation within the project APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that traffic circulation would not be substantially impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or level of service.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the proposed project would temporarily affect traffic circulation within the project APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that existing cumulative or individual levels of service are minimally impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or permanent reduction in level of service.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Refer to XVI.a. In addition, the project would not result in safety risks or a change to air traffic patterns in that all work would occur either underground or not more than three feet above existing grade.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The project would not create a permanent increase in hazards resulting from design features and would reduce temporary hazards due to construction to a less than significant level through a Traffic Control Plan. The project does not propose any change in land use that would affect existing land uses in the area.

- e) Result in inadequate emergency access?

Construction of the proposed project would temporarily affect traffic circulation within the project APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that emergency access would not be substantially impacted. Therefore, the project would not result in inadequate emergency access.

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

The project would temporarily impact circulation during construction activities relative to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.

XVII. TRIBAL CULTURAL RESOURCES- Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Refer to Section V.b. In addition, AB52 consultation has not been requested for the project site. occurred between the City of San Diego and the Iipay Nation of Santa Ysabel and Jamul Indian



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Village of Kumeyaay Nation on September 15, 2017. Due to several recorded archaeological sites located in the vicinity of the project site, the Kumeyaay representatives determined that the archaeological and Native American monitoring that would be required for the project's ground disturbing activities, would reduce potentially significant impact to Tribal Cultural Resources to a less than significant level. Required archaeological and Native American monitoring and mitigation is described in Section V of this MND.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.
- 

Refer to Section V.b. ~~In addition, consultation has not been requested for the project site.~~ No significant resources pursuant to subdivision (c) of Public Resources Code Section 5024.1 have been identified on the project site. However, potentially significant impacts to tribal cultural resources would be mitigated to a less than significant level through archaeological and Native American monitoring during ground disturbing activities. Please see discussion in XVII (a) above.

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- 

Construction of the proposed drainage system improvement project would facilitate the conveyance of storm water into the City's storm water drainage system and would not affect the wastewater system. Therefore, the project would not exceed the requirements of the Regional Quality Control Board.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- 

Construction of the proposed project would result in improvements to the storm water drainage infrastructure. It would not affect the water or wastewater systems and would, therefore, not result in a significant impact on the environment.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
-

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Refer to XVIII b. The proposed drainage system will include a three-foot swale and improvements to an existing cross gutter which would not include substantial new drainage facilities. All parking lot and drainage construction would not result in a significant impact on the environment.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed project would not increase the demand for water and within the project area.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XVIII.c

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the project would result in the construction of a parking lot, improvements to a drainage system and upgrades to a play area. Project waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including the permitted capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Comply with federal, state, and local statutes and regulation related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XVIII.f. Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE -

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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important examples of the major periods of California history or prehistory?

Although the proposed project could have significant direct and indirect impacts to sensitive biological resources and the project is located adjacent to the MHPA of the MSCP, these impacts would be mitigated to a less than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. These mitigation requirements are also consistent with the MSCP City of San Diego Subarea Plan. With respect to cultural resources, mitigation measures for potential impacts to paleontological and archaeological resources are identified in Section V of the MND and would reduce potential impacts to a less than significant level. Historical built environmental resources would not be significantly impacted by the project as stated in the Initial Study.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?
- 

The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Since the mitigation measures identified in Section V of the MND are consistent with the land use adjacency requirements as well as nesting bird requirements of the Subarea Plan, the proposed project is consistent with the Subarea Plan. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources. Based on the project’s consistency with the Climate Action Plan it would not result in cumulatively considerable environmental impacts relative to greenhouse gas emissions.

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

In addition, as evidenced by the Initial Study Checklist, no other substantial adverse effects on human beings, either indirectly or directly, would occur as a result of project implementation.

## INITIAL STUDY CHECKLIST

### REFERENCES

#### I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plan.
- Local Coastal Plan.

#### II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

#### III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report:

#### IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report: Canyonside Community Park Drainage and Parking Lot Improvement Project Biological Resources Survey by AECOM, dated October 13, 2016.

**V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)**

- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey:
- Site Specific Reports: California Historical Resources Information System Records Search, prepared by AECOM, dated January 9, 2016.

**VI. GEOLOGY/SOILS**

- City of San Diego Seismic Safety Study.
- U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.
- Site Specific Report(s): Limited Geotechnical Parking Lot Canyonside Community Park, San Diego, California, prepared by Geocon Geotechnical Environmental Materials, dated August 12, 2016. Revised October 7, 2016.

**VII. GREENHOUSE GAS EMISSIONS**

- City of San Diego Climate Action Plan, Adopted 2015

**VIII. HAZARDS AND HAZARDOUS MATERIALS**

- San Diego County Hazardous Materials Environmental Assessment Listing,
- San Diego County Hazardous Materials Management Division
- FAA Determination
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
- Airport Land Use Compatibility Plan.
- Site Specific Report:

**IX. HYDROLOGY/WATER QUALITY**

- Flood Insurance Rate Map (FIRM).
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.
- Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html)).
- Site Specific Reports:

**X. LAND USE AND PLANNING**

- City of San Diego General Plan.
- Community Plan.
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination

**XI. MINERAL RESOURCES**

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
- Site Specific Report:

**XII. NOISE**

- Community Plan
- San Diego International Airport - Lindbergh Field CNEL Maps.
- Brown Field Airport Master Plan CNEL Maps.
- Montgomery Field CNEL Maps.
- San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- City of San Diego General Plan.
- Site Specific Report:

**XIII. PALEONTOLOGICAL RESOURCES**

- City of San Diego Paleontological Guidelines.
- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

\_\_\_ Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.

\_\_\_ Site Specific Report:

**XIV. POPULATION / HOUSING**

X City of San Diego General Plan.

X Community Plan.

\_\_\_ Series 11 Population Forecasts, SANDAG.

\_\_\_ Other:

**XV. PUBLIC SERVICES**

X City of San Diego General Plan.

X Community Plan.

**XVI. RECREATIONAL RESOURCES**

X City of San Diego General Plan.

\_\_\_ Community Plan.

\_\_\_ Department of Park and Recreation

\_\_\_ City of San Diego - San Diego Regional Bicycling Map

\_\_\_ Additional Resources:

**XVII. TRANSPORTATION / CIRCULATION**

X City of San Diego General Plan.

X Community Plan.

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

\_\_\_ San Diego Region Weekday Traffic Volumes, SANDAG.

\_\_\_ Site Specific Report:

**XVIII. UTILITIES**

X City of San Diego General Plan.

X Community Plan.

**XIX. WATER CONSERVATION**

X City of San Diego General Plan.

X Community Plan.

\_\_\_ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.



**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

**4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
  1. Temporary irrigation purposes not to exceed one year.

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for



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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

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

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

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

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

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

**Water Department Director**

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

**APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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



**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast  
 "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAP**

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY to SanGIS. This map is copyrighted by RAND McNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND McNALLY & COMPANY.

PREDESIGN LOCATION MAP

Canyonside Community Park Improvements

SENIOR ENGINEER (OCA)  
 Larry Kuzminsky  
 619-533-3065

PROJECT MANAGER  
 Larry Kuzminsky  
 619-533-3065

PROJECT ENGINEER  
 Azita Etemad  
 619-533-3756

PEA  
 Susan Griebenow  
 619-533-3652



Project Implementation & Technical Services (PITS)  
 CIP Preliminary Engineering & Program Coordination



Legend

Project Locations



COMMUNITY NAME:  
 Rancho Penasquitos

COUNCIL DISTRICT: 01

SAP ID: S-12004



**APPENDIX F**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

**APPENDIX G**  
**LIMITED GEOTECHNICAL STUDY**



**LIMITED  
GEOTECHNICAL STUDY**

---

**PARKING LOT  
CANYONSIDE COMMUNITY PARK  
SAN DIEGO, CALIFORNIA**



**GEOCON**  
INCORPORATED

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS

PREPARED FOR

**ESTRADA LAND PLANNING  
SAN DIEGO, CALIFORNIA**

**AUGUST 12, 2016  
REVISED OCTOBER 7, 2016  
PROJECT NO. G1949-42-01**



Project No. G1949-42-01  
August 12, 2016  
Revised October 7, 2016

Estrada Land Planning  
225 Broadway, Suite 1160  
San Diego, California 92101

Attention: Mr. Joe Esposito

Subject: LIMITED GEOTECHNICAL STUDY  
PARKING LOT  
CANYONSIDE COMMUNITY PARK  
SAN DIEGO, CALIFORNIA

Dear Mr. Esposito:

In accordance with your request, we herein submit the results of our limited geotechnical study for the subject site. We understand plans are to construct a new parking lot in the northwest corner of the park. This report has been revised to include an alternate full depth decomposed granite base pavement section. The accompanying report presents the results of our study, conclusions, and recommendations pertaining to geotechnical aspects of constructing the proposed parking lot. The site is considered suitable for the planned improvements provided the recommendations of this report are followed.

Should you have questions regarding this report, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED

  
Rodney C. Mikesell  
GE 2533



  
Jonathan T. Layog  
RCE 76616



  
Garry W. Cannon  
CEG 2201  
RCE 56468



RCM:JTL:GWC:dmc

(3) Addressee

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#### APPENDIX A

##### FIELD INVESTIGATION

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##### RECOMMENDED GRADING SPECIFICATIONS

## **LIMITED GEOTECHNICAL STUDY**

### **1. PURPOSE AND SCOPE**

This report presents the results of a limited geotechnical study for a proposed parking lot at the existing Canyonside Community Park located at 12350 Black Mountain Road in the City of San Diego, California (see Vicinity Map, Figure 1). The purpose of this geotechnical study was to evaluate surface and subsurface soil conditions and general site geology, and to identify geotechnical constraints that may impact construction of proposed parking lot.

We performed the field investigation August 3, 2016, which consisted of 4 hand-augers at the locations indicated on the Boring Location Map, Figure 2. Logs of the exploratory borings and other details of the field investigation are presented in Appendix A.

We performed laboratory tests on selected soil samples obtained during the field investigation to evaluate resistance value (R-Value) for pavement design. Details of the laboratory tests and a summary of test results are presented in Appendix B.

### **2. SITE AND PROJECT DESCRIPTION**

The approximately 30-acre, irregular-shaped property is occupied by a recreation facilities consisting of baseball fields, tennis courts, paved parking lots and roadways. Based on discussions with you and information provided, we understand the proposed new parking lot will be located at the northwest corner of the site park, just north of and existing paved access road and parking areas. Based on the plan provided, it appears cuts and fills up to approximately 10 feet and 2 feet, respectively, are expected.

If project details vary significantly from those outlined herein, Geocon should be notified for review and possible revisions to this report prior to final design submittal.

### **3. SOIL AND GEOLOGIC CONDITIONS**

Based on our review of previous reports and published geologic maps, the area of the proposed parking lot is likely underlain by surficial topsoil and young alluvium. The topsoil generally consisted of 2 to 5 feet of silty clay. The alluvium was encountered to the depths explored and generally consisted of loose to medium dense silty clay. Remedial grading to construct a 2-foot compacted fill mat for support of the parking lot is recommended.

#### **4. GROUNDWATER**

We did not encounter groundwater in any of the borings during this investigation. In a previous investigation (Reference 2), we encountered groundwater at an approximate elevation of 233 Mean Sea Level (MSL). It is not uncommon for groundwater or seepage conditions to develop where none previously existed. Proper surface drainage of irrigation and rainwater will be critical to future performance of the project.

#### **5. GEOLOGIC HAZARDS**

##### **5.1 Geologic Hazard Category**

The City of San Diego Seismic Safety Study, Geologic Hazards and Faults, Map Sheet 39 defines the site under Liquefaction Hazard Category 32: *Low Potential - fluctuating groundwater minor drainages*.

It is our opinion that no geologic hazards exist that would preclude the construction and use of the site as a parking lot.

## 6. CONCLUSIONS AND RECOMMENDATIONS

### 6.1 General

- 6.1.1 From a geotechnical engineering standpoint, provided the recommendations presented herein are implemented, it is our opinion that the site is suitable to construct the proposed new parking lot.
- 6.1.2 Based on this investigation and geologic maps, the site is underlain by surficial topsoil and alluvium. Remedial grading, consisting of removal and recompaction of the surficial soils to provide a two-foot compacted fill mat for support of the parking lot is recommended.
- 6.1.3 We did not encounter groundwater during this investigation. We do not expect groundwater to impact construction of the new parking lot.

### 6.2 Excavation and Soil Characteristics

- 6.2.1 Excavation of the topsoil and young alluvium should be possible with moderate effort using conventional heavy-duty equipment.
- 6.2.2 We expect the soil to be “expansive” (expansion index [EI] of greater than 20) as defined by 2013 California Building Code (CBC) Section 1803.5.3.
- 6.2.3 Table 6.2 presents additional seismic design parameters for projects located in Seismic Design Categories of D through F in accordance with ASCE 7-10 for the mapped maximum considered geometric mean ( $MCE_G$ ).

**TABLE 6.2**  
**2013 CBC SEISMIC DESIGN PARAMETERS**

Parameter	Value	ASCE 7-10 Reference
Mapped $MCE_G$ Peak Ground Acceleration, $PGA$	0.354 g	Figure 22-7
Site Coefficient, $F_{PGA}$	1.146	Table 11.8-1
Site Class Modified $MCE_G$ Peak Ground Acceleration, $PGA_M$	0.405 g	Section 11.8.3 (Eqn 11.8-1)

### **6.3 Grading**

- 6.3.1 Grading should be performed in accordance with the *Recommended Grading Specifications* in Appendix C. Where the recommendations of this report conflict with Appendix C, the recommendations of this section take precedence.
- 6.3.2 Within the new parking lot limits, we recommend removal of vegetation and debris. Deleterious debris, if encountered, should be exported from the site and should not be mixed with the fill. Existing underground improvements within the proposed improvement areas that will be abandoned should be removed and the resulting excavations properly backfilled in accordance with the procedures described herein.
- 6.3.3 Within the new parking lot, we recommend grading occur to achieve a 2-foot compacted fill mat. In cut areas, the upper 2 feet of soil below finish subgrade should be removed and replaced as compacted fill. In fill areas, the upper 2 feet of soil below existing grade should be removed and replaced as compacted fill prior to placing fill.
- 6.3.4 Prior to placing the fill, the base of removals should be scarified, moisture conditioned to at least optimum moisture content, and recompacted. All fill (including scarified ground surfaces should be compacted to at least 90 percent of maximum dry density at or slightly above optimum moisture content as determined by the most current version of ASTM D1557. The placement of fill soil should be observed and tested by a representative of Geocon Incorporated.
- 6.3.5 Imported fill soil (if necessary) should consist of granular materials with a “very low” to “low” expansion potential (EI of 50 or less) free of deleterious material or stones larger than 3 inches and should be compacted as recommended herein. Geocon Incorporated should be notified of the import soil source and should be authorized to perform laboratory testing of import soil prior to its arrival at the site to evaluate its suitability as fill material.

### **6.4 Preliminary Pavement Recommendations**

- 6.4.1 The following pavement sections are preliminary based on an R-Value of 5. Final pavement sections should be determined once subgrade elevations have been attained and R-Value testing on actual subgrade samples is performed.
- 6.4.2 We expect the parking lot will need to meet City of San Diego Schedule “J” paving standards. We understand the design is to be based on a maximum ADT of 200. Based on

Schedule “J”, the pavement section should consist of 3 inches of asphalt concrete over 8 inches of cement treated base (CTB).

- 6.4.3 Alternatively, a full depth base section composed of decomposed granite (DG) over Class 2 Aggregate base may be utilized in lieu of asphalt and CTB section. The full depth base section should consist of 4 inches of DG over 13 inches of Class 2 aggregate base.
- 6.4.4 Asphalt concrete should conform to Section 203-6 of the *Standard Specifications for Public Works Construction* (Greenbook). Class 2 aggregate base materials should conform to Section 26-1.02B of the *Standard Specifications of the State of California, Department of Transportation* (Caltrans). Class 2 Based as specified in the Greenbook amendment is acceptable.
- 6.4.5 Prior to placing base material, the subgrade should be scarified, moisture conditioned and recompact to a minimum of 95 percent relative compaction. The depth of compaction should be at least 12 inches. The base material should be compacted to at least 95 percent relative compaction. Asphalt concrete should be compacted to at least 95 percent maximum Hveem density. The DG should be compacted to at least 95 percent relative compaction.
- 6.4.6. Perimeter curbs adjacent to landscape areas should extend at least 6 inches below the bottom of the pavement aggregate base. In lieu of extending the perimeter curb, an impermeable line can be installed.
- 6.4.7 The performance of pavement, aggregate base, and subgrade materials are highly dependent on providing positive surface drainage. Ponding of water on or adjacent to the structural surface may result in saturation of the subgrade materials and subsequent distress. To reduce the occurrence for such situations, a positive surface drainage gradient should be maintained across the pavement surface. Drainage from landscaped areas should be directed to controlled drainage structures.

## **6.5 Slope Maintenance**

- 6.5.1 Slopes that are steeper than 3:1 (horizontal:vertical) may, under conditions which are both difficult to prevent and predict, be susceptible to near surface (surficial) slope instability. The instability is typically limited to the outer three feet of a portion of the slope and usually does not directly impact the improvements on the pad areas above or below the slope. The occurrence of surficial instability is more prevalent on fill slopes and is generally preceded by a period of heavy rainfall, excessive irrigation, or the migration of subsurface seepage. The disturbance and/or loosening of the surficial soils, as might result



from root growth, soil expansion, or excavation for irrigation lines and slope planting, may also be a significant contributing factor to surficial instability. It is, therefore, recommended that, to the maximum extent practical: (a) disturbed/loosened surficial soils be either removed or properly recompacted, (b) irrigation systems be periodically inspected and maintained to eliminate leaks and excessive irrigation, and (c) surface drains on and adjacent to slopes be periodically maintained to preclude ponding or erosion. It should be noted that although the incorporation of the above recommendations should reduce the potential for surficial slope instability, it will not eliminate the possibility, and, therefore, it may be necessary to rebuild or repair a portion of the project's slopes in the future.

## **6.6 Site Drainage and Moisture Protection**

6.6.1 Adequate site drainage is critical to reduce the potential for differential soil movement, erosion, and subsurface seepage. Under no circumstances should water be allowed to pond adjacent to the parking lot. The site should be graded and maintained such that surface drainage is directed away from structures in accordance with 2013 CBC 1804.3 or other applicable standards. In addition, surface drainage should be directed away from the top of slopes into swales or other controlled drainage devices.

6.6.2 Underground utilities should be leak free. Utility and irrigation lines should be checked periodically for leaks, and detected leaks should be repaired promptly. Detrimental soil movement could occur if water is allowed to infiltrate the soil for prolonged periods of time.

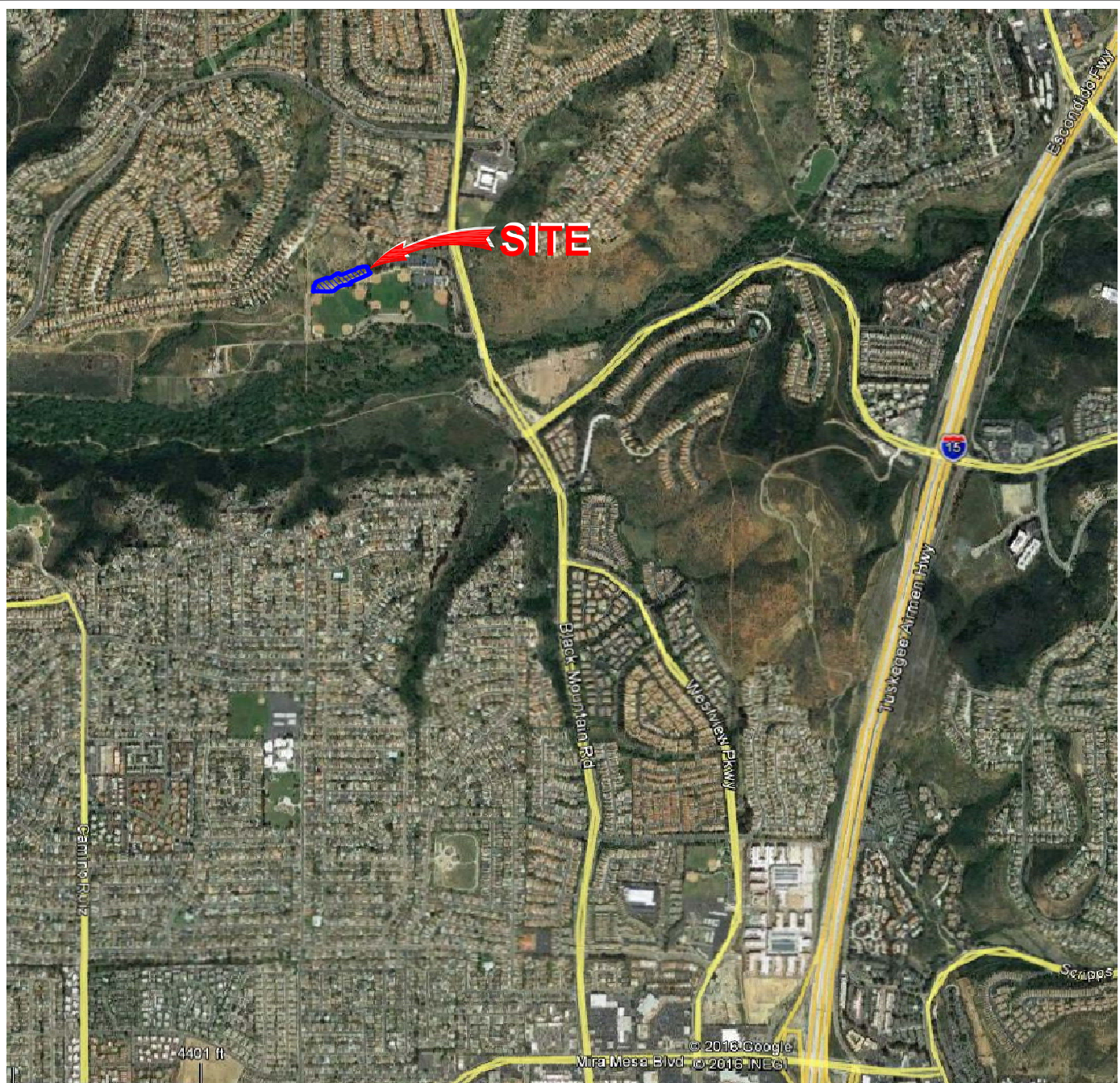
6.6.3 Landscaping planters adjacent to paved areas are not recommended due to the potential for surface or irrigation water to infiltrate the pavement's subgrade and base course. We recommend that subdrains to collect excess irrigation water and transmit it to drainage structures or impervious above-grade planter boxes be used. In addition, where landscaping is planned adjacent to the pavement, we recommend construction of a cutoff wall along the edge of the pavement that extends at least 6 inches below the bottom of the base material.

## **6.7 Grading Plan Review**

6.7.1 Geocon Incorporated should review the grading plans for the project prior to final design submittal to determine if additional analysis and/or recommendations are required.

## LIMITATIONS AND UNIFORMITY OF CONDITIONS

1. The firm that performed the geotechnical investigation for the project should be retained to provide testing and observation services during construction to provide continuity of geotechnical interpretation and to check that the recommendations presented for geotechnical aspects of site development are incorporated during site grading, construction of improvements, and excavation of foundations. If another geotechnical firm is selected to perform the testing and observation services during construction operations, that firm should prepare a letter indicating their intent to assume the responsibilities of project geotechnical engineer of record. A copy of the letter should be provided to the regulatory agency for their records. In addition, that firm should provide revised recommendations concerning the geotechnical aspects of the proposed development, or a written acknowledgement of their concurrence with the recommendations presented in our report. They should also perform additional analyses deemed necessary to assume the role of Geotechnical Engineer of Record.
2. The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, Geocon Incorporated should be notified so that supplemental recommendations can be given. The evaluation or identification of the potential presence of hazardous or corrosive materials was not part of the scope of services provided by Geocon Incorporated.
3. This report is issued with the understanding that it is the responsibility of the owner or his representative to ensure that the information and recommendations contained herein are brought to the attention of the architect and engineer for the project and incorporated into the plans, and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.
4. The findings of this report are valid as of the present date. However, changes in the conditions of a property can occur with the passage of time, whether they be due to natural processes or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.



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NO SCALE

### VICINITY MAP

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INCORPORATED



GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS  
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121 - 2974  
PHONE 858 558-6900 - FAX 858 558-6159

CANYONSIDE COMMUNITY PARK  
SAN DIEGO, CALIFORNIA

RM / AML

DSK/GTYPD

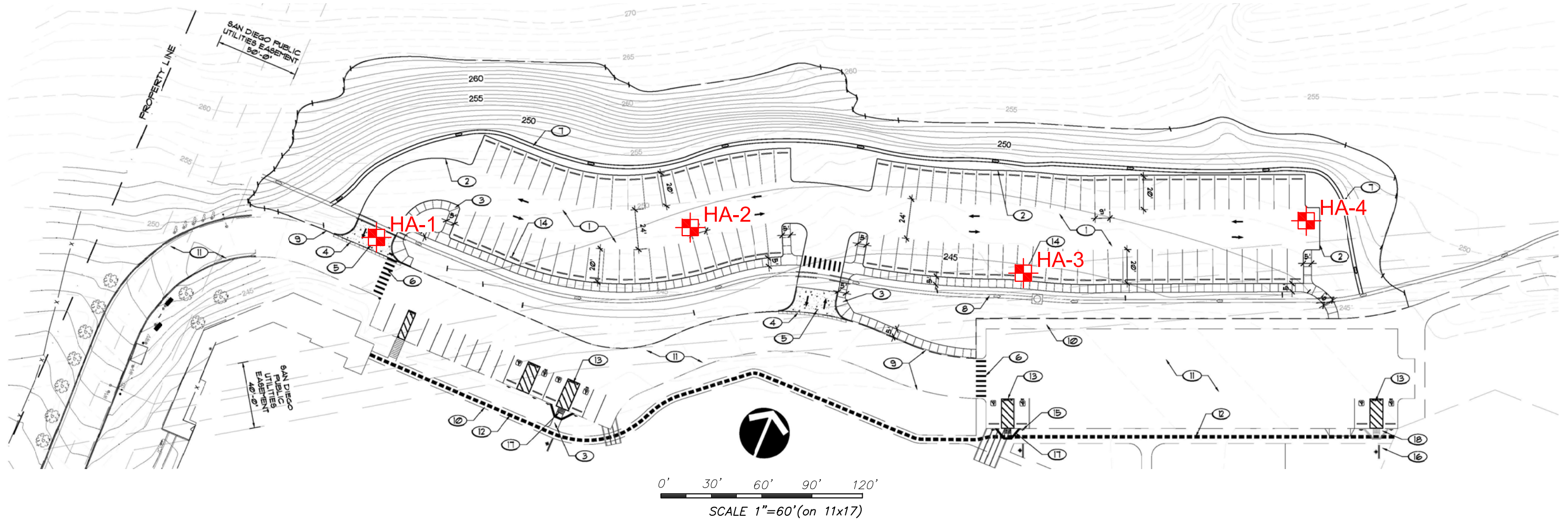
DATE 08 - 12 - 2016

PROJECT NO. G1949 - 42 - 01

FIG. 1

Plotted:08/11/2016 1:47PM | By:ALVIN LADRILLONO | File Location:Y:\PROJECTS\G1949-42-01 (Canyonside Park)\DETAILS\G1949-42-01 V1: Map.dwg

CANYONSIDE COMMUNITY PARK  
SAN DIEGO, CALIFORNIA



0' 30' 60' 90' 120'  
SCALE 1"=60' (on 11x17)

GEOCON LEGEND

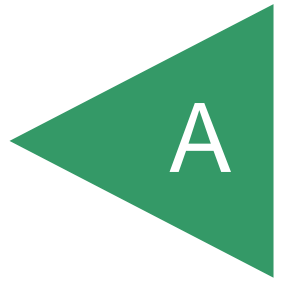
HA-4 .....APPROX. LOCATION OF HAND AUGER BORING

**GEOCON**  
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS  
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121 - 2974  
PHONE 858 558-6900 - FAX 858 558-6159  
PROJECT NO. G1949 - 42 - 01  
FIGURE 2  
DATE 08 - 12 - 2016


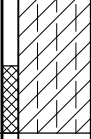
**BORING LOCATON MAP**

# APPENDIX









**APPENDIX A**  
**FIELD INVESTIGATION**

The field investigation was performed on August 3, 2016. The investigation consisted of performing four hand-auger borings to a maximum depth of approximately 7 feet. The approximate locations of the borings are shown on Figure 2. Logs of the borings are included herein.




DEPTH IN FEET	SAMPLE NO.	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	<b>HAND AUGER HA 1</b> ELEV. (MSL.) <u>250'</u> DATE COMPLETED <u>08-03-2016</u> EQUIPMENT <u>Hand Auger</u> BY: <u>J. LAYOG</u>	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)
MATERIAL DESCRIPTION								
0	HA1-1			CL	<b>TOPSOIL</b> Soft, dry, grayish brown, Silty CLAY; few gravel, dry brush at surface  -Becomes damp to moist, no gravel observed			
2								
4	HA1-2			CL	<b>YOUNG ALLUVIUM (Qya)</b> Firm to medium dense, moist, reddish brown to brown, Silty CLAY; few gravel			
BORING TERMINATED AT 4 FEET Groundwater not encountered Backfilled on 08-03-2016								

**Figure A-1,**  
**Log of Hand Auger HA 1, Page 1 of 1**

G1949-42-01 (HAND AUGER).GPJ







<b>SAMPLE SYMBOLS</b>	 ... SAMPLING UNSUCCESSFUL	 ... STANDARD PENETRATION TEST	 ... DRIVE SAMPLE (UNDISTURBED)
	 ... DISTURBED OR BAG SAMPLE	 ... CHUNK SAMPLE	 ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

DEPTH IN FEET	SAMPLE NO.	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	<b>HAND AUGER HA 2</b>		PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)
					ELEV. (MSL.) <u>253'</u>	DATE COMPLETED <u>08-03-2016</u>			
					EQUIPMENT <u>Hand Auger</u> BY: <u>J. LAYOG</u>				
MATERIAL DESCRIPTION									
0				CL	<b>TOPSOIL</b> Soft, dry, grayish brown, Silty CLAY; little gravel, dry brush at surface				
	HA2-1				-Becomes moist				
2									
4	HA2-2				-Becomes olive brown; few gravel				
	HA2-3								
					-Increase in sand content				
					BORING TERMINATED AT 5.5 FEET Groundwater not encountered Backfilled on 08-03-2016				

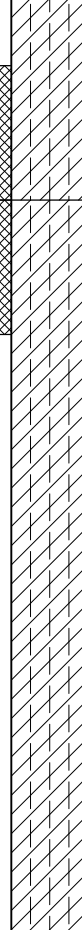
**Figure A-2,**  
**Log of Hand Auger HA 2, Page 1 of 1**

G1949-42-01 (HAND AUGER).GPJ

<b>SAMPLE SYMBOLS</b>	 ... SAMPLING UNSUCCESSFUL	 ... STANDARD PENETRATION TEST	 ... DRIVE SAMPLE (UNDISTURBED)
	 ... DISTURBED OR BAG SAMPLE	 ... CHUNK SAMPLE	 ... WATER TABLE OR SEEPAGE







NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.



DEPTH IN FEET	SAMPLE NO.	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	<b>HAND AUGER HA 3</b>		PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)
					ELEV. (MSL.) <u>247'</u>	DATE COMPLETED <u>08-03-2016</u>			
					EQUIPMENT <u>Hand Auger</u>		BY: <u>J. LAYOG</u>		
MATERIAL DESCRIPTION									
0	HA3-1			CL	<b>TOPSOIL</b> Soft, dry, grayish brown, Silty CLAY; few gravel -Becomes moist, brown				
2	HA3-2			CL	<b>YOUNG ALLUVIUM (Qya)</b> Medium dense, moist, reddish brown to brown, Silty CLAY; little gravel				
4									
6									
					BORING TERMINATED AT 7 FEET Groundwater not encountered Backfilled on 08-03-2016				

**Figure A-3,**  
**Log of Hand Auger HA 3, Page 1 of 1**

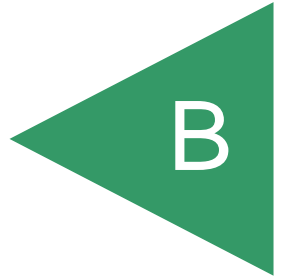
G1949-42-01 (HAND AUGER).GPJ

<b>SAMPLE SYMBOLS</b>	 ... SAMPLING UNSUCCESSFUL	 ... STANDARD PENETRATION TEST	 ... DRIVE SAMPLE (UNDISTURBED)
	 ... DISTURBED OR BAG SAMPLE	 ... CHUNK SAMPLE	 ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.



# APPENDIX



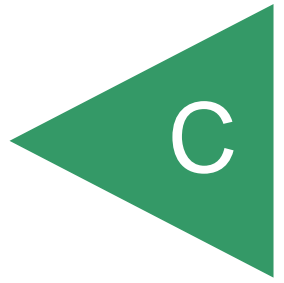
**APPENDIX B**  
**LABORATORY TESTING**

We performed laboratory tests in accordance with generally currently accepted test methods of the ASTM or other suggested procedures. We tested selected soil samples for their resistance value (R-Value), and Sand Equivalent. The results of our laboratory tests are presented on Table B-I.

**TABLE B-I**  
**SUMMARY OF RESISTANCE VALUE (R-VALUE) AND SAND EQUIVALENT TEST RESULTS**  
**ASTM D 2844 AND D 2419**

<b>Sample No.</b>	<b>Sampled Location</b>	<b>R-Value</b>	<b>Sand Equivalent</b>
HA-2	West parking area	5	4
HA-3	East parking area	5	5

# APPENDIX



**APPENDIX C**

**RECOMMENDED GRADING SPECIFICATIONS**

**FOR**

**CANYONSIDE PARK**  
**SAN DIEGO, CALIFORNIA**

**PROJECT NO. G1949-42-01**

## RECOMMENDED GRADING SPECIFICATIONS

### 1. GENERAL

- 1.1 These Recommended Grading Specifications shall be used in conjunction with the Geotechnical Report for the project prepared by Geocon. The recommendations contained in the text of the Geotechnical Report are a part of the earthwork and grading specifications and shall supersede the provisions contained hereinafter in the case of conflict.
- 1.2 Prior to the commencement of grading, a geotechnical consultant (Consultant) shall be employed for the purpose of observing earthwork procedures and testing the fills for substantial conformance with the recommendations of the Geotechnical Report and these specifications. The Consultant should provide adequate testing and observation services so that they may assess whether, in their opinion, the work was performed in substantial conformance with these specifications. It shall be the responsibility of the Contractor to assist the Consultant and keep them apprised of work schedules and changes so that personnel may be scheduled accordingly.
- 1.3 It shall be the sole responsibility of the Contractor to provide adequate equipment and methods to accomplish the work in accordance with applicable grading codes or agency ordinances, these specifications and the approved grading plans. If, in the opinion of the Consultant, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, and/or adverse weather result in a quality of work not in conformance with these specifications, the Consultant will be empowered to reject the work and recommend to the Owner that grading be stopped until the unacceptable conditions are corrected.

### 2. DEFINITIONS

- 2.1 **Owner** shall refer to the owner of the property or the entity on whose behalf the grading work is being performed and who has contracted with the Contractor to have grading performed.
- 2.2 **Contractor** shall refer to the Contractor performing the site grading work.
- 2.3 **Civil Engineer** or **Engineer of Work** shall refer to the California licensed Civil Engineer or consulting firm responsible for preparation of the grading plans, surveying and verifying as-graded topography.
- 2.4 **Consultant** shall refer to the soil engineering and engineering geology consulting firm retained to provide geotechnical services for the project.

- 2.5 **Soil Engineer** shall refer to a California licensed Civil Engineer retained by the Owner, who is experienced in the practice of geotechnical engineering. The Soil Engineer shall be responsible for having qualified representatives on-site to observe and test the Contractor's work for conformance with these specifications.
- 2.6 **Engineering Geologist** shall refer to a California licensed Engineering Geologist retained by the Owner to provide geologic observations and recommendations during the site grading.
- 2.7 **Geotechnical Report** shall refer to a soil report (including all addenda) which may include a geologic reconnaissance or geologic investigation that was prepared specifically for the development of the project for which these Recommended Grading Specifications are intended to apply.

### 3. MATERIALS

- 3.1 Materials for compacted fill shall consist of any soil excavated from the cut areas or imported to the site that, in the opinion of the Consultant, is suitable for use in construction of fills. In general, fill materials can be classified as *soil* fills, *soil-rock* fills or *rock* fills, as defined below.
- 3.1.1 **Soil fills** are defined as fills containing no rocks or hard lumps greater than 12 inches in maximum dimension and containing at least 40 percent by weight of material smaller than  $\frac{3}{4}$  inch in size.
- 3.1.2 **Soil-rock fills** are defined as fills containing no rocks or hard lumps larger than 4 feet in maximum dimension and containing a sufficient matrix of soil fill to allow for proper compaction of soil fill around the rock fragments or hard lumps as specified in Paragraph 6.2. **Oversize rock** is defined as material greater than 12 inches.
- 3.1.3 **Rock fills** are defined as fills containing no rocks or hard lumps larger than 3 feet in maximum dimension and containing little or no fines. Fines are defined as material smaller than  $\frac{3}{4}$  inch in maximum dimension. The quantity of fines shall be less than approximately 20 percent of the rock fill quantity.
- 3.2 Material of a perishable, spongy, or otherwise unsuitable nature as determined by the Consultant shall not be used in fills.
- 3.3 Materials used for fill, either imported or on-site, shall not contain hazardous materials as defined by the California Code of Regulations, Title 22, Division 4, Chapter 30, Articles 9



and 10; 40CFR; and any other applicable local, state or federal laws. The Consultant shall not be responsible for the identification or analysis of the potential presence of hazardous materials. However, if observations, odors or soil discoloration cause Consultant to suspect the presence of hazardous materials, the Consultant may request from the Owner the termination of grading operations within the affected area. Prior to resuming grading operations, the Owner shall provide a written report to the Consultant indicating that the suspected materials are not hazardous as defined by applicable laws and regulations.

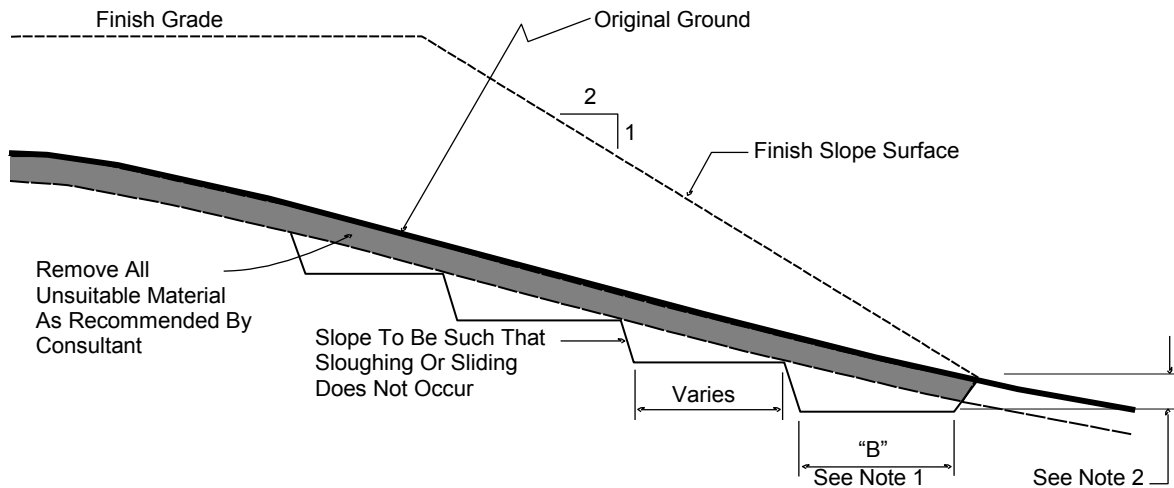
- 3.4 The outer 15 feet of *soil-rock* fill slopes, measured horizontally, should be composed of properly compacted *soil* fill materials approved by the Consultant. *Rock* fill may extend to the slope face, provided that the slope is not steeper than 2:1 (horizontal:vertical) and a soil layer no thicker than 12 inches is track-walked onto the face for landscaping purposes. This procedure may be utilized provided it is acceptable to the governing agency, Owner and Consultant.
- 3.5 Samples of soil materials to be used for fill should be tested in the laboratory by the Consultant to determine the maximum density, optimum moisture content, and, where appropriate, shear strength, expansion, and gradation characteristics of the soil.
- 3.6 During grading, soil or groundwater conditions other than those identified in the Geotechnical Report may be encountered by the Contractor. The Consultant shall be notified immediately to evaluate the significance of the unanticipated condition.

#### **4. CLEARING AND PREPARING AREAS TO BE FILLED**

- 4.1 Areas to be excavated and filled shall be cleared and grubbed. Clearing shall consist of complete removal above the ground surface of trees, stumps, brush, vegetation, man-made structures, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs and other unsuitable material and shall be performed in areas to be graded. Roots and other projections exceeding 1½ inches in diameter shall be removed to a depth of 3 feet below the surface of the ground. Borrow areas shall be grubbed to the extent necessary to provide suitable fill materials.
- 4.2 Asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility or in an acceptable area of the project evaluated by Geocon and the property owner. Concrete fragments that are free of reinforcing steel may be placed in fills, provided they are placed in accordance with Section 6.2 or 6.3 of this document.

- 4.3 After clearing and grubbing of organic matter and other unsuitable material, loose or porous soils shall be removed to the depth recommended in the Geotechnical Report. The depth of removal and compaction should be observed and approved by a representative of the Consultant. The exposed surface shall then be plowed or scarified to a minimum depth of 6 inches and until the surface is free from uneven features that would tend to prevent uniform compaction by the equipment to be used.
- 4.4 Where the slope ratio of the original ground is steeper than 5:1 (horizontal:vertical), or where recommended by the Consultant, the original ground should be benched in accordance with the following illustration.

#### TYPICAL BENCHING DETAIL



No Scale

- DETAIL NOTES:
- (1) Key width "B" should be a minimum of 10 feet, or sufficiently wide to permit complete coverage with the compaction equipment used. The base of the key should be graded horizontal, or inclined slightly into the natural slope.
  - (2) The outside of the key should be below the topsoil or unsuitable surficial material and at least 2 feet into dense formational material. Where hard rock is exposed in the bottom of the key, the depth and configuration of the key may be modified as approved by the Consultant.

- 4.5 After areas to receive fill have been cleared and scarified, the surface should be moisture conditioned to achieve the proper moisture content, and compacted as recommended in Section 6 of these specifications.

## 5. COMPACTION EQUIPMENT

- 5.1 Compaction of *soil* or *soil-rock* fill shall be accomplished by sheepsfoot or segmented-steel wheeled rollers, vibratory rollers, multiple-wheel pneumatic-tired rollers, or other types of acceptable compaction equipment. Equipment shall be of such a design that it will be capable of compacting the *soil* or *soil-rock* fill to the specified relative compaction at the specified moisture content.
- 5.2 Compaction of *rock* fills shall be performed in accordance with Section 6.3.

## 6. PLACING, SPREADING AND COMPACTION OF FILL MATERIAL

- 6.1 *Soil* fill, as defined in Paragraph 3.1.1, shall be placed by the Contractor in accordance with the following recommendations:
- 6.1.1 *Soil* fill shall be placed by the Contractor in layers that, when compacted, should generally not exceed 8 inches. Each layer shall be spread evenly and shall be thoroughly mixed during spreading to obtain uniformity of material and moisture in each layer. The entire fill shall be constructed as a unit in nearly level lifts. Rock materials greater than 12 inches in maximum dimension shall be placed in accordance with Section 6.2 or 6.3 of these specifications.
- 6.1.2 In general, the *soil* fill shall be compacted at a moisture content at or above the optimum moisture content as determined by ASTM D 1557.
- 6.1.3 When the moisture content of *soil* fill is below that specified by the Consultant, water shall be added by the Contractor until the moisture content is in the range specified.
- 6.1.4 When the moisture content of the *soil* fill is above the range specified by the Consultant or too wet to achieve proper compaction, the *soil* fill shall be aerated by the Contractor by blading/mixing, or other satisfactory methods until the moisture content is within the range specified.
- 6.1.5 After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted by the Contractor to a relative compaction of at least 90 percent. Relative compaction is defined as the ratio (expressed in percent) of the in-place dry density of the compacted fill to the maximum laboratory dry density as determined in accordance with ASTM D 1557. Compaction shall be continuous over the entire area, and compaction equipment shall make sufficient passes so that the specified minimum relative compaction has been achieved throughout the entire fill.

- 6.1.6 Where practical, soils having an Expansion Index greater than 50 should be placed at least 3 feet below finish pad grade and should be compacted at a moisture content generally 2 to 4 percent greater than the optimum moisture content for the material.
  - 6.1.7 Properly compacted *soil* fill shall extend to the design surface of fill slopes. To achieve proper compaction, it is recommended that fill slopes be over-built by at least 3 feet and then cut to the design grade. This procedure is considered preferable to track-walking of slopes, as described in the following paragraph.
  - 6.1.8 As an alternative to over-building of slopes, slope faces may be back-rolled with a heavy-duty loaded sheepsfoot or vibratory roller at maximum 4-foot fill height intervals. Upon completion, slopes should then be track-walked with a D-8 dozer or similar equipment, such that a dozer track covers all slope surfaces at least twice.
- 6.2 *Soil-rock* fill, as defined in Paragraph 3.1.2, shall be placed by the Contractor in accordance with the following recommendations:
- 6.2.1 Rocks larger than 12 inches but less than 4 feet in maximum dimension may be incorporated into the compacted *soil* fill, but shall be limited to the area measured 15 feet minimum horizontally from the slope face and 5 feet below finish grade or 3 feet below the deepest utility, whichever is deeper.
  - 6.2.2 Rocks or rock fragments up to 4 feet in maximum dimension may either be individually placed or placed in windrows. Under certain conditions, rocks or rock fragments up to 10 feet in maximum dimension may be placed using similar methods. The acceptability of placing rock materials greater than 4 feet in maximum dimension shall be evaluated during grading as specific cases arise and shall be approved by the Consultant prior to placement.
  - 6.2.3 For individual placement, sufficient space shall be provided between rocks to allow for passage of compaction equipment.
  - 6.2.4 For windrow placement, the rocks should be placed in trenches excavated in properly compacted *soil* fill. Trenches should be approximately 5 feet wide and 4 feet deep in maximum dimension. The voids around and beneath rocks should be filled with approved granular soil having a Sand Equivalent of 30 or greater and should be compacted by flooding. Windrows may also be placed utilizing an "open-face" method in lieu of the trench procedure, however, this method should first be approved by the Consultant.

- 6.2.5 Windrows should generally be parallel to each other and may be placed either parallel to or perpendicular to the face of the slope depending on the site geometry. The minimum horizontal spacing for windrows shall be 12 feet center-to-center with a 5-foot stagger or offset from lower courses to next overlying course. The minimum vertical spacing between windrow courses shall be 2 feet from the top of a lower windrow to the bottom of the next higher windrow.
- 6.2.6 Rock placement, fill placement and flooding of approved granular soil in the windrows should be continuously observed by the Consultant.
- 6.3 *Rock* fills, as defined in Section 3.1.3, shall be placed by the Contractor in accordance with the following recommendations:
- 6.3.1 The base of the *rock* fill shall be placed on a sloping surface (minimum slope of 2 percent). The surface shall slope toward suitable subdrainage outlet facilities. The *rock* fills shall be provided with subdrains during construction so that a hydrostatic pressure buildup does not develop. The subdrains shall be permanently connected to controlled drainage facilities to control post-construction infiltration of water.
- 6.3.2 *Rock* fills shall be placed in lifts not exceeding 3 feet. Placement shall be by rock trucks traversing previously placed lifts and dumping at the edge of the currently placed lift. Spreading of the *rock* fill shall be by dozer to facilitate *seating* of the rock. The *rock* fill shall be watered heavily during placement. Watering shall consist of water trucks traversing in front of the current rock lift face and spraying water continuously during rock placement. Compaction equipment with compactive energy comparable to or greater than that of a 20-ton steel vibratory roller or other compaction equipment providing suitable energy to achieve the required compaction or deflection as recommended in Paragraph 6.3.3 shall be utilized. The number of passes to be made should be determined as described in Paragraph 6.3.3. Once a *rock* fill lift has been covered with *soil* fill, no additional *rock* fill lifts will be permitted over the *soil* fill.
- 6.3.3 Plate bearing tests, in accordance with ASTM D 1196, may be performed in both the compacted *soil* fill and in the *rock* fill to aid in determining the required minimum number of passes of the compaction equipment. If performed, a minimum of three plate bearing tests should be performed in the properly compacted *soil* fill (minimum relative compaction of 90 percent). Plate bearing tests shall then be performed on areas of *rock* fill having two passes, four passes and six passes of the compaction equipment, respectively. The number of passes required for the *rock* fill shall be determined by comparing the results of the plate bearing tests for the *soil* fill and the *rock* fill and by evaluating the deflection

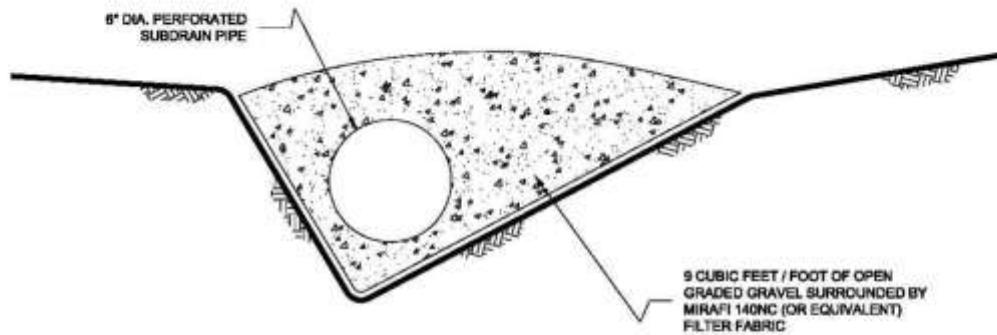
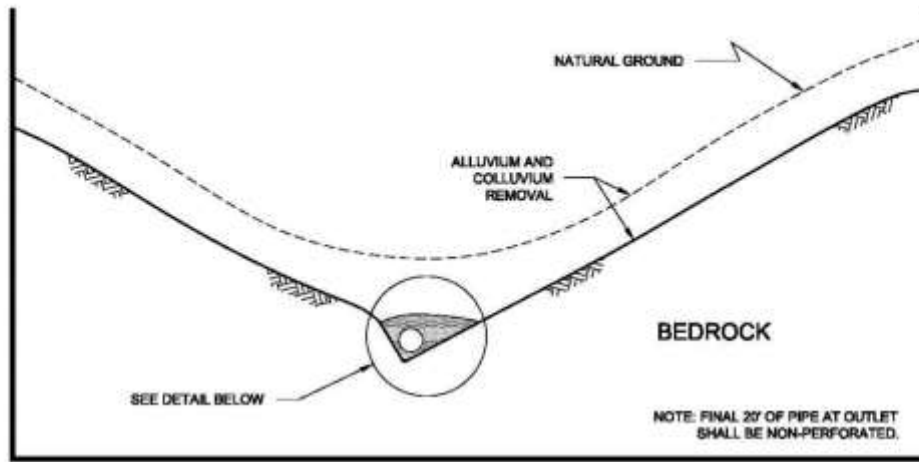
variation with number of passes. The required number of passes of the compaction equipment will be performed as necessary until the plate bearing deflections are equal to or less than that determined for the properly compacted *soil* fill. In no case will the required number of passes be less than two.

- 6.3.4 A representative of the Consultant should be present during *rock* fill operations to observe that the minimum number of “passes” have been obtained, that water is being properly applied and that specified procedures are being followed. The actual number of plate bearing tests will be determined by the Consultant during grading.
- 6.3.5 Test pits shall be excavated by the Contractor so that the Consultant can state that, in their opinion, sufficient water is present and that voids between large rocks are properly filled with smaller rock material. In-place density testing will not be required in the *rock* fills.
- 6.3.6 To reduce the potential for “piping” of fines into the *rock* fill from overlying *soil* fill material, a 2-foot layer of graded filter material shall be placed above the uppermost lift of *rock* fill. The need to place graded filter material below the *rock* should be determined by the Consultant prior to commencing grading. The gradation of the graded filter material will be determined at the time the *rock* fill is being excavated. Materials typical of the *rock* fill should be submitted to the Consultant in a timely manner, to allow design of the graded filter prior to the commencement of *rock* fill placement.
- 6.3.7 *Rock* fill placement should be continuously observed during placement by the Consultant.

## **7. SUBDRAINS**

- 7.1 The geologic units on the site may have permeability characteristics and/or fracture systems that could be susceptible under certain conditions to seepage. The use of canyon subdrains may be necessary to mitigate the potential for adverse impacts associated with seepage conditions. Canyon subdrains with lengths in excess of 500 feet or extensions of existing offsite subdrains should use 8-inch-diameter pipes. Canyon subdrains less than 500 feet in length should use 6-inch-diameter pipes.

## TYPICAL CANYON DRAIN DETAIL



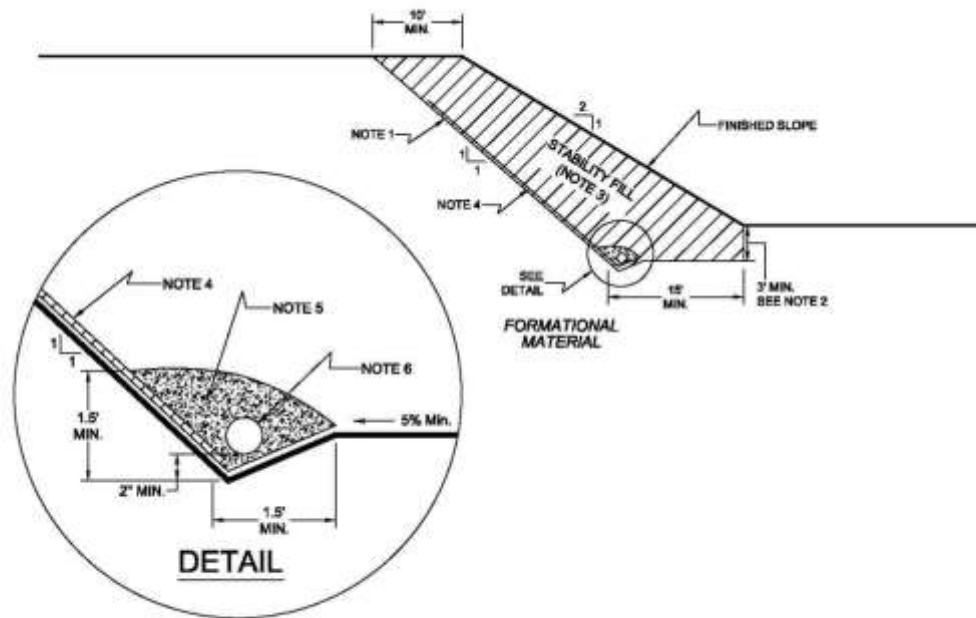
### NOTES:

- 1.....6-INCH DIAMETER, SCHEDULE 80 PVC PERFORATED PIPE FOR FILLS IN EXCESS OF 100-FEET IN DEPTH OR A PIPE LENGTH OF LONGER THAN 500 FEET.
- 2.....6-INCH DIAMETER, SCHEDULE 40 PVC PERFORATED PIPE FOR FILLS LESS THAN 100-FEET IN DEPTH OR A PIPE LENGTH SHORTER THAN 500 FEET.

NO SCALE

7.2 Slope drains within stability fill keyways should use 4-inch-diameter (or larger) pipes.

## TYPICAL STABILITY FILL DETAIL



### NOTES:

- 1....EXCAVATE BACKCUT AT 1:1 INCLINATION (UNLESS OTHERWISE NOTED).
- 2....BASE OF STABILITY FILL TO BE 3 FEET INTO FORMATIONAL MATERIAL, SLOPING A MINIMUM 5% INTO SLOPE.
- 3....STABILITY FILL TO BE COMPOSED OF PROPERLY COMPACTED GRANULAR SOIL.
- 4....CHIMNEY DRAINS TO BE APPROVED PREFABRICATED CHIMNEY DRAIN PANELS (MIRADRAIN G200N OR EQUIVALENT) SPACED APPROXIMATELY 20 FEET CENTER TO CENTER AND 4 FEET WIDE. CLOSER SPACING MAY BE REQUIRED IF SEEPAGE IS ENCOUNTERED.
- 5....FILTER MATERIAL TO BE 3/4-INCH, OPEN-GRADED CRUSHED ROCK ENCLOSED IN APPROVED FILTER FABRIC (MIRAFI 140NC).
- 6....COLLECTOR PIPE TO BE 4-INCH MINIMUM DIAMETER, PERFORATED, THICK-WALLED PVC SCHEDULE 40 OR EQUIVALENT, AND SLOPED TO DRAIN AT 1 PERCENT MINIMUM TO APPROVED OUTLET.

NO SCALE

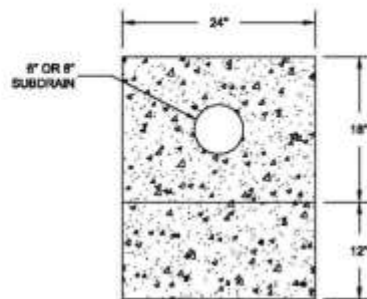
- 7.3 The actual subdrain locations will be evaluated in the field during the remedial grading operations. Additional drains may be necessary depending on the conditions observed and the requirements of the local regulatory agencies. Appropriate subdrain outlets should be evaluated prior to finalizing 40-scale grading plans.
- 7.4 *Rock fill or soil-rock fill* areas may require subdrains along their down-slope perimeters to mitigate the potential for buildup of water from construction or landscape irrigation. The subdrains should be at least 6-inch-diameter pipes encapsulated in gravel and filter fabric. *Rock fill* drains should be constructed using the same requirements as canyon subdrains.





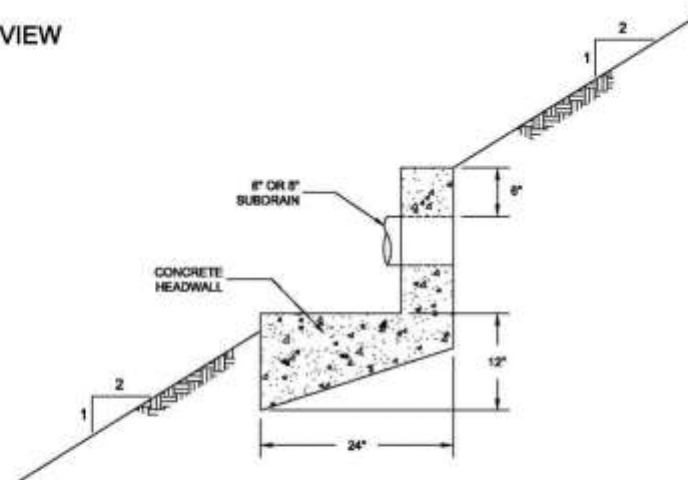
## TYPICAL HEADWALL DETAIL

FRONT VIEW



NO SCALE

SIDE VIEW



NOTE: HEADWALL SHOULD OUTLET AT TOE OF FILL SLOPE  
OR INTO CONTROLLED SURFACE DRAINAGE

NO SCALE

- 7.7 The final grading plans should show the location of the proposed subdrains. After completion of remedial excavations and subdrain installation, the project civil engineer should survey the drain locations and prepare an “as-built” map showing the drain locations. The final outlet and connection locations should be determined during grading operations. Subdrains that will be extended on adjacent projects after grading can be placed on formational material and a vertical riser should be placed at the end of the subdrain. The grading contractor should consider videoing the subdrains shortly after burial to check proper installation and functionality. The contractor is responsible for the performance of the drains.

## 8. OBSERVATION AND TESTING

- 8.1 The Consultant shall be the Owner's representative to observe and perform tests during clearing, grubbing, filling, and compaction operations. In general, no more than 2 feet in vertical elevation of *soil* or *soil-rock* fill should be placed without at least one field density test being performed within that interval. In addition, a minimum of one field density test should be performed for every 2,000 cubic yards of *soil* or *soil-rock* fill placed and compacted.
- 8.2 The Consultant should perform a sufficient distribution of field density tests of the compacted *soil* or *soil-rock* fill to provide a basis for expressing an opinion whether the fill material is compacted as specified. Density tests shall be performed in the compacted materials below any disturbed surface. When these tests indicate that the density of any layer of fill or portion thereof is below that specified, the particular layer or areas represented by the test shall be reworked until the specified density has been achieved.
- 8.3 During placement of *rock* fill, the Consultant should observe that the minimum number of passes have been obtained per the criteria discussed in Section 6.3.3. The Consultant should request the excavation of observation pits and may perform plate bearing tests on the placed *rock* fills. The observation pits will be excavated to provide a basis for expressing an opinion as to whether the *rock* fill is properly seated and sufficient moisture has been applied to the material. When observations indicate that a layer of *rock* fill or any portion thereof is below that specified, the affected layer or area shall be reworked until the *rock* fill has been adequately seated and sufficient moisture applied.
- 8.4 A settlement monitoring program designed by the Consultant may be conducted in areas of *rock* fill placement. The specific design of the monitoring program shall be as recommended in the Conclusions and Recommendations section of the project Geotechnical Report or in the final report of testing and observation services performed during grading.
- 8.5 We should observe the placement of subdrains, to check that the drainage devices have been placed and constructed in substantial conformance with project specifications.
- 8.6 Testing procedures shall conform to the following Standards as appropriate:

### 8.6.1 Soil and Soil-Rock Fills:

- 8.6.1.1 Field Density Test, ASTM D 1556, *Density of Soil In-Place By the Sand-Cone Method.*

- 8.6.1.2 Field Density Test, Nuclear Method, ASTM D 6938, *Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth)*.
- 8.6.1.3 Laboratory Compaction Test, ASTM D 1557, *Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-Pound Hammer and 18-Inch Drop*.
- 8.6.1.4 Expansion Index Test, ASTM D 4829, *Expansion Index Test*.

## **9. PROTECTION OF WORK**

- 9.1 During construction, the Contractor shall properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been installed. Areas subjected to erosion or sedimentation shall be properly prepared in accordance with the Specifications prior to placing additional fill or structures.
- 9.2 After completion of grading as observed and tested by the Consultant, no further excavation or filling shall be conducted except in conjunction with the services of the Consultant.

## **10. CERTIFICATIONS AND FINAL REPORTS**

- 10.1 Upon completion of the work, Contractor shall furnish Owner a certification by the Civil Engineer stating that the lots and/or building pads are graded to within 0.1 foot vertically of elevations shown on the grading plan and that all tops and toes of slopes are within 0.5 foot horizontally of the positions shown on the grading plans. After installation of a section of subdrain, the project Civil Engineer should survey its location and prepare an *as-built* plan of the subdrain location. The project Civil Engineer should verify the proper outlet for the subdrains and the Contractor should ensure that the drain system is free of obstructions.
- 10.2 The Owner is responsible for furnishing a final as-graded soil and geologic report satisfactory to the appropriate governing or accepting agencies. The as-graded report should be prepared and signed by a California licensed Civil Engineer experienced in geotechnical engineering and by a California Certified Engineering Geologist, indicating that the geotechnical aspects of the grading were performed in substantial conformance with the Specifications or approved changes to the Specifications.

**APPENDIX H**  
**BIOLOGICAL RESOURCES SURVEY**

January 27, 2016

Mr. Joe Esposito  
Estrada Land Planning  
225 Broadway, Suite 1160  
San Diego, CA 92101

**RE:   Canyonside Community Park Drainage and Parking Lot Improvement Project  
      Biological Resources Survey**

Dear Mr. Esposito:

The purpose of this letter report is to present the findings of the biological resource survey conducted for the Canyonside Community Park Drainage and Parking Lot Improvement Project (project). The purpose of the biological survey is to (1) compile a list of plant and animal species that occur within the site, (2) identify plant communities and distribution, (3) identify potential jurisdictional features, (4) identify potential opportunities and constraints that may occur during proposed project development activities, and (5) disclose potential impacts from the proposed project on biological resources and provide recommendations for mitigation measures.

**PROJECT DESCRIPTION**

The proposed project is located in the existing Canyonside Community Park at 1235 Black Mountain Road, San Diego, California. The site is specifically located on the northwest corner of the intersection of Black Mountain Road and Canyonside Park Drive in the community of Rancho Peñasquitos within the City of San Diego, California (Figure 1). The proposed project would improve the drainage of an existing dirt parking lot, construct a new tot lot play area, and construct an expanded overflow parking area. This survey covers the drainage improvement areas and expanded parking lot. The tot lot play area project is not included in this report as that project will simply replace existing play features and will not impact any vegetation.

The drainage improvement project limit of work is rectangular in shape and covers 0.22 acre. This project overlaps a concrete/asphalt and dirt parking lot at the western edge of the park, bordering Los Peñasquitos Canyon Preserve. The parking lot expansion project covers 2.24 acres and is located on the northwest edge of the park, north of an existing parking lot.

The area surveyed consisted of a 200-foot survey buffer surrounding the two sites (Figures 2 and 3). This 200-foot buffer around the proposed project area is approximately 15.17 acres (total survey area including two sites is 17.63 acres). The survey provides necessary information to assist the project design team during the engineering and planning phase for the development of the project and to facilitate the City's discretionary review process if necessary.

## METHODOLOGY

Prior to conducting the field survey, existing Multiple Species Conservation Program (MSCP) SanGIS data were reviewed to determine if any biologically sensitive resources previously reported have occurred within or adjacent to the study area. In addition, a search of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS) database, and California Native Plant Society (CNPS) database was conducted. Locations of sensitive resources in the vicinity of the project are shown in Figure 2.

Applicable local planning policies were reviewed, including the City of San Diego MSCP Subarea Plan (1997a), the City of San Diego Guidelines for Conducting Biology Surveys (1998), and the City of San Diego Land Development Code Biology Guidelines (Biology Guidelines; 1997b). As defined in the City of San Diego Guidelines for Conducting Biology Surveys (City of San Diego 1998), a Letter Survey Report is acceptable for projects involving minimal habitat alteration, highly disturbed areas, and very small sites. Since the proposed project meets all of these requirements, this letter survey report has been prepared.

Due to the project schedule, the survey was conducted at the time of year when spring ephemeral plant species and migratory animal species would not have been easily observable. Plant and wildlife species observed on-site are listed in Appendices A and B, respectively.

AECOM biologist Sundeep Amin conducted a biological survey on December 23, 2015. The survey was conducted by walking through the 17.63-acre project site boundary, including the surrounding 200-foot buffer, and recording plants and animals observed. Vegetation communities were mapped based on the 2008 *Draft Vegetation Communities of San Diego County* (Oberbauer et al. 2008), on a recent, color aerial photograph at a scale of 1 inch = 200 feet. A wetland determination was performed pursuant to the San Diego Municipal Code (City of San Diego 2012), *Corps of Engineers Wetland Delineation Manual* (1987 Manual) (Environmental Laboratory 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0) (2008 Regional Supplement) (Environmental Laboratory 2008).

Wetlands are defined by the San Diego Municipal Code (CH11Art.3Div.1§113) as areas that are characterized by any of the following conditions (City of San Diego 2012):

1. All areas persistently or periodically containing naturally occurring wetland vegetation communities characteristically dominated by hydrophytic vegetation, including but not limited to salt marsh, brackish marsh, freshwater marsh, riparian forest, oak riparian forest, riparian woodlands, riparian scrub, and vernal pools;
2. Areas that have hydric soils or wetland hydrology and lack naturally occurring wetland vegetation communities because human activities have removed the historic

- wetland vegetation or catastrophic or recurring natural events or processes have acted to preclude the establishment of wetland vegetation as in the case of salt pannes and mudflats;
3. Areas lacking wetland vegetation communities, hydric soils and wetland hydrology due to non-permitted filling of previously existing wetlands;
  4. Areas mapped as wetlands on Map No. C-713 as shown in Chapter 13, Article 2, Division 6 (Sensitive Coastal Overlay Zone).

Field assessment and delineation methodologies were composed of the following:

- 1) Identification of potential wetlands based on the three-criteria method outlined in the 1987 Manual and 2008 Regional Supplement. The simultaneous presence of the three criteria used to define the type, amount, and extent of wetlands are the following:
  - a) hydrophytic vegetation,
  - b) hydric soil, and
  - c) wetland hydrology.
- 2) Surveys for field indicators of all potential nonwetland waters of the U.S. (e.g., unvegetated water and/or drainage features) based on field indicators to define the jurisdictional lateral extent by using field indicators of the ordinary high water mark and relevant guidance and procedural documents.

Potential jurisdictional waters of the state were evaluated within the survey area pursuant to California Fish and Game Code (CFGC) Section 1600 *et seq.* (and other relevant guidance). For wetlands and other aquatic habitats occurring in California, CDFW relies on the USFWS wetland definition and classification system, which is based on *Classification of Wetland and Deepwater Habitats of the United States* (Cowardin et al. 1979).

Additionally, CDFW commonly asserts jurisdiction over nonwetland riparian vegetation communities associated with waters of the state (e.g., state jurisdictional rivers, streams, lakes). Although these riparian communities may not be considered aquatic features (e.g., streams, rivers, wetlands), they influence the geomorphic development and evolution of associated streams and rivers, as well as provide wildlife-supporting habitat. Therefore, these nonwetland riparian communities are subject to CDFW purview and CFGC Section 1600 *et seq.* regulations.



## SURVEY RESULTS

### Vegetation Communities and Cover Types

The entire drainage project footprint is characterized as urban/developed land, consisting of a concrete/asphalt and dirt parking lot. The majority of the parking lot expansion footprint is characterized by disturbed habitat, along with smaller areas of eucalyptus woodland and coastal sage scrub (Figure 3). Vegetation communities present outside of the development footprint but within the 200-foot buffer area included southern willow scrub and baccharis-dominated coastal sage scrub. A brief description of each vegetation community and cover type observed on-site is discussed below (Holland codes are provided in parentheses [Oberbauer et al. 2008]).

Table 1 shows the acreages for each vegetation community and cover type within the each of the proposed project areas and 200-foot buffer. A complete list of plant species observed is included in Appendix A. Representative site photographs are included in Appendix C.

**Table 1. Acreages for Observed Vegetation Communities and Cover Types**

Vegetation Community (Holland Code)	200 foot buffer (acres)	Drainage Improvement Area (acres)	Parking Lot Expansion Area (acres)	Total
Coastal Sage Scrub (32510)	3.97	0	0.29	<b>4.26</b>
Coastal Sage Scrub: Baccharis-dominated (32530)	0.27	0	0	<b>0.27</b>
Southern Willow Scrub (63320)	0.73	0	0	<b>0.73</b>
Eucalyptus Woodland (79100)	0.67	0	0.14	<b>0.81</b>
Disturbed Habitat (11300)	3.02	0	1.81	<b>4.83</b>
Urban/Developed (12000)	6.51	0.22	0	<b>6.73</b>
<b>Total</b>	<b>15.17</b>	<b>0.22</b>	<b>2.24</b>	<b>17.63</b>

*Coastal sage scrub (32510)* – This community is composed of low, soft-woody subshrubs to about 3 feet high, many of which are facultatively drought-deciduous. This community is typically found on dry sites, such as steep, south-facing slopes or clay-rich soils that are slow to release stored water. Dominant shrub species in this vegetation type may vary, depending on local site factors and levels of disturbance. Coastal sage scrub habitat in the survey area occurs on south-facing slopes to the north and west of the project sites. The parking lot expansion site contains 0.29 acre of coastal sage scrub. Dominant species present in this vegetation community on-site include California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), and laurel sumac (*Malosma laurina*). Other native and nonnative species are also present. Due to the proximity of this community to the disturbed habitat within the survey area, this coastal sage scrub quality is low, with a sparse density of native shrubs and moderate percentage of nonnative grasses and herbs. This vegetation community is a Tier II sensitive habitat, which designates it as an uncommon upland. This community is also considered significant because it provides

habitat for the federally threatened coastal California gnatcatcher (*Poliioptila californica* ssp. *californica*).

Coastal sage scrub: Baccharis-dominated (32530) – This community contains typical coastal sage scrub species but is dominated by the presence of Baccharis species. This community occurs entirely within the 200-foot survey buffer to the west of the drainage improvement site. Baccharis species found here include broom baccharis (*Baccharis sarothroides*), coyote brush (*Baccharis pilularis*), and mulefat (*Baccharis salicifolia*) along with other species such as California buckwheat, coast golden bush (*Isocoma menziesii*), and California rose (*Rosa californica*). This area will be completely avoided.

Southern willow scrub (63320) – This community is a type of riparian scrub found on loose, sandy, or fine gravelly alluvium deposited near stream channels during floods with most stands being too dense to allow much understory to develop (Oberbauer et al. 2008). Depending on how dynamic the riparian system is, this community can represent a successional stage leading to riparian woodland or forest, or it can remain stable as is. On-site, this community is a mix between younger scrub habitat and the early stages of riparian woodland. Typical scrub species present include arroyo willow (*Salix lasiolepis*), mulefat, California rose, and Douglas' mugwort (*Artemisia douglasiana*). Woodland species such as Fremont's cottonwood (*Populus fremontii*), coast live oak (*Quercus agrifolia*), and western sycamore (*Platanus racemosa*) are also present, showing the diversity of the community on-site.

Southern willow scrub is a wetland habitat and, as such, is regulated by the resource agencies; however, this community is only present within the 200-foot buffer, mainly south of Canyonside Park Drive within the Multi-Habitat Planning Area (MHPA) along Los Peñasquitos Creek and also in a small isolated patch to the east of the parking lot expansion site. Neither of these areas will be impacted by the project.

Eucalyptus woodland (79100) – Eucalyptus woodland is typically characterized by dense stands of gum trees (*Eucalyptus* spp.). They have increased their cover through natural regeneration, particularly in moist areas sheltered from strong coastal winds. Gum trees naturalize readily and, where they form dense stands, tend to completely supplant native vegetation, greatly altering community structure and dynamics. Very few native plants are compatible with eucalyptus.

Eucalyptus woodland occurs at the northeast portion of the survey area, with a small portion (0.14 acre) occurring within the parking lot expansion site footprint. Scattered eucalyptus trees are also present within the ornamental vegetation on-site within the 200-foot buffer area.

**Disturbed Habitat (11300)** – Disturbed habitat is any land that has been permanently altered by previous human activity, including grading, repeated clearing, intensive agriculture, vehicular damage, or dirt roads. Disturbed land is typically characterized by more than 50% bare ground and an absence of remnant native vegetation. Disturbed habitat occurs in areas

that were altered by previous disturbance, possibly clearing and/or grading, and are now sparsely vegetated with weedy, predominantly nonnative species. Approximately 1.81 acres of disturbed habitat is present within the parking lot expansion site footprint. Other disturbed habitat within the survey area is found along the western and northwestern edges of the park, located between the developed park and native coastal sage scrub habitat adjacent to the park.

*Urban/Developed (12000)* – Urban/developed areas within the survey area include paved parking areas, ornamental plantings, grass sports fields, sidewalks, and buildings. Urban/developed areas are not considered a vegetation community and typically support no or very few biological resources. Where ornamental areas are intermixed with developed land, they are included in this category. The drainage improvement site is composed entirely (0.22 acre) of urban/developed cover type in the form of a paved and dirt parking lot.

## **Wildlife**

Wildlife species within the project site are limited due to the lack of and disturbed nature of the habitat. Thirteen bird species, one reptile, and one mammal species were observed within the survey area. The complete list of wildlife species observed is included in Appendix B. No state or federally listed wildlife species were observed or detected during the field survey.

## **Wildlife Corridors**

The project sites are located along the western and northwestern edges of the existing Canyonside Community Park with urban development directly to the north and Los Peñasquitos Canyon Preserve to the west and south. The Preserve is part of the City of San Diego MHPA, which includes a major east-west wildlife movement corridor in the region; however, the implementation of the two projects would not hinder the functionality of this corridor. The drainage improvement and parking lot projects are small in size and located away from the main drainage, which serves as the wildlife movement corridor.

## **Sensitive Vegetation Communities and Species**

Sensitive habitats include wetland habitats; habitats that are ranked by the CNDDDB as a community that is rare and worthy of consideration by the CNDDDB; and those defined by the City of San Diego Municipal Code as Tier I, II, IIIa, and IIIb (City of San Diego 2011). Within the limits of work, coastal sage scrub is the only sensitive vegetative community observed (City of San Diego Tier II). Within the 200-foot buffer around the project footprint, southern willow scrub is considered sensitive habitat. Southern willow scrub habitat may be considered jurisdictional by the U.S. Army Corps of Engineers (USACE), CDFW, and the Regional Water Quality Control Board. Although planned activities are currently only proposed to impact 0.29 acre of sensitive coastal sage scrub habitat, future activities outside of the present proposed project boundary would require further analysis and potentially additional permitting.

Sensitive plant species are those that are considered federally or state listed as threatened or endangered, and those listed by the CNPS. Similarly, sensitive wildlife species are federally listed or state listed, or state species of special concern. A search of the CNDDDB revealed that 14 sensitive plant and five sensitive wildlife species are known from the general vicinity of the project area (i.e., within a 1-mile radius). A list of these species identified in the CNDDDB search, including their sensitivity status and presence status at the denoted location, is presented in Table 2. None of these species were observed within either project site or the 200-foot survey buffer during the survey. Most of these species are either not expected to occur within the proposed project site footprints due to the absence of suitable habitat or have a low potential to occur due to the presence of low-quality habitat for the species. Five plant species have a low potential to occur within the parking lot expansion habitat due to the presence of low-quality habitat. These species are perennial and easily identifiable at all times of the year, but were not observed on-site and are noted in the table as such. These species will not require special surveys or further analysis as they are not present on-site. Two wildlife species have potential to occur in the parking lot expansion site, coastal California gnatcatcher and Coronado Island skink (*Plestiodon skiltonianus* ssp. *interparietalis*). Figure 2 presents the historic locations of these some of these sensitive species in the vicinity of the proposed project site.

**Table 2**  
**Rare, Threatened, Endangered, Endemic, Sensitive Species, and/or**  
**MSCP-Covered Species Potential to Occur within the Survey Area**

Common Name	Scientific Name	Species Listing Status <sup>1</sup>	Presence within 200-Foot Buffer of Project Site	Potential to Occur within Drainage Improvement Site	Potential to Occur within Parking Lot Expansion Site
<b>Flora</b>					
decumbent goldenbush	<i>Isocoma menziesii</i> var. <i>decumbens</i>	CNPS 1B.2	Low potential; suitable habitat present	Not expected; lack of native habitat	Low potential; not observed
California adolphia	<i>Adolphia californica</i>	CNPS 2B.1	Low potential; suitable habitat present	Not expected; lack of native habitat	Low potential; not observed
Nuttall's scrub Oak	<i>Quercus dumosa</i>	CNPS 1B.1	Low potential; suitable habitat present	Not expected; lack of native habitat	Low potential; not observed
Orcutt's brodiaea	<i>Brodiaea orcuttii</i>	CNPS 1B.1	Low potential; low quality habitat present	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
San Diego ambrosia	<i>Ambrosia pumila</i>	FE; CNPS 1B.1	Low potential; low-quality habitat present	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
San Diego barrel cactus	<i>Ferocactus viridescens</i>	CNPS 2B.1	Moderate potential; low-quality habitat present	Not expected; lack of suitable habitat	Low potential; not observed

Common Name	Scientific Name	Species Listing Status <sup>1</sup>	Presence within 200-Foot Buffer of Project Site	Potential to Occur within Drainage Improvement Site	Potential to Occur within Parking Lot Expansion Site
San Diego button-celery	<i>Eryngium aristulatum</i> var. <i>parishii</i>	FE; SE; CNPS 1B.1	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat
San Diego goldenstar	<i>Bloomeria clevelandii</i>	CNPS 1B.1	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat
San Diego marsh-elder	<i>Iva hayesiana</i>	CNPS 2B.2	Low potential; suitable habitat present	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
San Diego mesa mint	<i>Pogogyne abramsii</i>	FE; SE; CNPS 1B.1	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat
San Diego thorn-mint	<i>Acanthomintha ilicifolia</i>	FT; SE; CNPS 1B.1	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
snake cholla	<i>Cylindropuntia californica</i> var. <i>californica</i>	CNPS 1B.1	Moderate potential; suitable habitat present	Not expected; lack of suitable habitat	Low potential; not observed
summer holly	<i>Comarostaphylis diversifolia</i> ssp. <i>diversifolia</i>	CNPS 1B.2	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
variegated dudleya	<i>Dudleya variegata</i>	CNPS 1B.2	Low potential; suitable habitat present	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
<b>Fauna</b>					
big free-tailed bat	<i>Nyctinomops macrotis</i>	CDFW SSC	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
coastal California gnatcatcher	<i>Poliptila californica californica</i>	FT	Moderate potential; suitable habitat present	Not expected; lack of suitable habitat	Low potential; low-quality habitat present
Coronado Island skink	<i>Plestiodon skiltonianus interparietalis</i>	CDFW SSC	Moderate potential; suitable habitat present	Not expected; lack of suitable habitat	Low potential; low-quality habitat present
least Bell's vireo	<i>Vireo bellii pusillus</i>	FE; SE	Low potential; suitable habitat present	Not expected; lack of suitable habitat	Not expected; lack of suitable habitat
San Diego fairy shrimp	<i>Branchinecta sandiegonensis</i>	FE	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat	Not expected; lack of vernal pool habitat

<sup>1</sup> FE – Federally listed as Endangered

FT – Federally listed as Threatened

SE – State listed as Endangered

ST – State listed as Threatened

CDFW SSC – California Department of Fish and Wildlife Species of Special Concern

CNPS California Rare Plant Ranks

1A – Plants presumed extirpated in California and either rare or extinct elsewhere

1B – Plants rare, threatened, or endangered in California and elsewhere

- 2A** – Plants presumed extirpated in California, but common elsewhere
- 2B** – Plants rare, threatened, or endangered in California, but more common elsewhere
- 3** – Plants about which more information is needed, a review list
- 4** – Plants of limited distribution, a watch list

Threat Ranks

- 0.1**-Seriously threatened in California (over 80% of occurrences threatened / high degree and immediacy of threat)
- 0.2**-Moderately threatened in California (20-80% occurrences threatened / moderate degree and immediacy of threat)
- 0.3**-Not very threatened in California (less than 20% of occurrences threatened / low degree and immediacy of threat or no current threats known)

## **Jurisdictional Assessment**

The proposed project sites do not contain areas that are under the jurisdiction of USACE or CDFW; however, the 200-foot buffer of the proposed project boundary contains features that may potentially be under the jurisdiction of both USACE and CDFW. Figure 3 shows two areas mapped as National Wetlands Inventory (NWI) wetlands: the area to the northeast of the parking lot expansion site contains southern willow scrub habitat; the feature directly west of the drainage improvement site is a shallow swale. It is presumed that these areas will be avoided and will not require additional permitting. Final plans for the proposed project will include a Storm Water Pollution Prevention Plan, with construction and post-construction best management practices (BMPs) to control the discharge of potential pollutants into the swale.

No other NWI-designated riparian or wetland areas are within the 200-foot buffer of the proposed project site.

## **IMPACT ANALYSIS**

Biological resources may be directly or indirectly impacted by a project. Direct impacts include alteration, disturbance, or destruction of biological resources. Indirect impacts include impacts such as elevated noise and dust levels, soil compaction, decreased water quality, and introduction of invasive species.

Under City and California Environmental Quality Act guidelines, impacts to biological resources will be considered significant if any of the following occur:

1. A substantial adverse impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in the MSCP or other local or regional plans, policies, or regulations, or by CDFW or USFWS;
2. A substantial adverse impact on any Tier I Habitats, Tier II Habitats, Tier IIIA Habitats, or Tier IIIB Habitats as identified in the City of San Diego Biology Guidelines or other sensitive natural community identified in local or regional plans, policies, regulations, or by CDFW or USFWS;
3. A substantial adverse impact on wetlands (including marsh, vernal pool, riparian) through direct removal, filling, hydrological interruption, or other means;

4. Interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, including linkages identified in the MSCP Plan, or impede the use of native wildlife nursery sites;
5. A conflict with the provisions of an adopted Habitat Conservation Plan; Natural Conservation Community Plan; or other approved local, regional, or state habitat conservation plan, either within the MSCP Plan area or in the surrounding region;
6. Introducing land use within an area adjacent to the MHPA that would result in adverse edge effects;
7. A conflict with any local policies or ordinances protecting biological resources; and/or
8. An introduction of invasive species of plants into a natural open space area.

This analysis is based on the assumption that all proposed activities would be contained within the “Limits of Work” as shown in Figures 2 and 3. Any activities outside of these boundaries will require further analysis to assess potential impacts.

### **Direct Impacts**

Potential direct impacts of this project are limited to the potential impact on 0.29 acre of coastal sage scrub from the parking lot expansion portion of the project. The coastal sage scrub in the area is sparse due to its location between homes on the top of the hill and the community park below. It is low quality due to encroachment of nonnative species from the disturbed habitat that immediately borders it, and its separation from a more contiguous patch of native habitat. Coastal sage scrub is a City of San Diego Tier II sensitive habitat and would require 1.5:1 to 1:1 mitigation depending on the mitigation option chosen.

Mitigation options are discussed in the Conclusion section of this report. Additionally, a portion of the site will be replanted with native vegetation, potentially increasing habitat values. As such, the proposed project will have a less than significant impact. The remaining 1.95 acres of the parking lot expansion project impact disturbed and eucalyptus woodland, which are both Tier IV habitats, and requires no mitigation. The drainage improvement project impacts a total of 0.22 acre of urban/developed land and requires no mitigation.

Coastal California gnatcatcher and Coronado Island skink have a low potential to occur on-site, mainly in the small patches of coastal sage scrub present. Coastal California gnatcatcher is an MSCP covered species and does not require special permitting in this situation. Measures that minimize disturbance during the nesting period satisfy the mitigation requirement for this species. Coronado Island skink does not have species-specific mitigation requirements. If necessary, a biological monitor can search for the skink under rocks and/or debris prior to construction. No other sensitive species or vegetation is present on either site.

## Indirect Impacts

### Multiple Species Conservation Plan Consistency

The MHPA of the MSCP was designed to capture the key biological core and linkage areas within the City. The MHPA Land Use Adjacency Guidelines are guidelines that are addressed on a project-by-project basis during the planning stage to minimize land use impacts and maintain the function of the MHPA. These guidelines are located in Section 1.4.3 of the City's MSCP Subarea Plan (City of San Diego 1997a), and are included in Appendix D to the report. The guidelines include the following issue areas: (1) drainage; (2) toxics; (3) lighting; (4) noise; (5) barriers; (6) invasive species; (7) brush management; and (8) grading/land development.

The project is not located within the MHPA, but the drainage improvement project site is located immediately adjacent to the MHPA. For reference, Figures 2 and 3 show the boundary of the MHPA in relation to the drainage improvement site. Although the drainage improvement site appears to overlap into the MHPA, this is not likely as the site is not within the Preserve. This discrepancy is likely a result of mapping artifacts. However, because the project is located near the City's MHPA, the project may need to demonstrate compliance with the MHPA land use adjacency guidelines to address potential indirect effects to the MHPA through features incorporated into the project and/or permit conditions.

Indirect impacts of the proposed project would potentially include temporary construction-related noise, temporary construction-related erosion and sedimentation, permanent human presence, permanent lighting impacts, permanent increase in storm water and nuisance runoff, and the introduction of invasive species. These indirect effects have been evaluated to determine their potential to affect adjacent MHPA resources.

**Drainage:** The proposed parking lot expansion project is located upslope of a concrete v-ditch and does not drain directly into the MHPA. The drainage improvement project is located directly upstream from a mapped NWI wetland area that is currently a very shallow swale that eventually drains into Los Peñasquitos Creek. During periods of heavy or prolonged rains, the area just upstream from the swale on park property floods into a small pond. This water does not drain directly into the swale and is the impetus for the drainage improvement project.

In general, runoff generated from the proposed project site will eventually drain into the MHPA areas after being collected and appropriately treated on-site. The greatest potential for the discharge of pollutants off-site will occur during the construction phase of the proposed project. Final plans for the proposed project will include a Storm Water Pollution Prevention Plan, with construction and post-construction BMPs to control the discharge of potential pollutants.

The impervious (paved) surface area would increase in the proposed condition; however, through the implementation of the drainage improvement project, the project would provide



significant treatment of the stormwater runoff that is not present in existing conditions. This would result in a beneficial impact of the project by removing potential pollutants within the on-site treatment facilities prior to discharge into the wetlands. As a result, the proposed project would have a less than significant indirect impact on wetland resources.

**Toxics:** Neither the parking lot expansion nor drainage improvement projects will use toxic chemicals or generate a toxic by-product during their intended uses. The drainage improvement project is intended to help with existing drainage problems. BMPs will also be utilized to keep runoff from leaving the project sites. As a result, the proposed project will be in compliance with MHPA consistency guidelines for toxic substances.

**Lighting:** Due to the sensitivity of adjacent MHPA resources, exterior lighting has the potential to indirectly affect wildlife in these areas. However, the current land use on the project site is recreational with lights for night-time use. Additionally, adjacent parcels to the north are developed with residences that have exterior lights. Therefore, the MHPA in the canyon currently receives lighting impacts from the project site and its surroundings. The scale and proposed function of the project do not require substantial outdoor lighting. Most of the proposed activities will occur during daylight activities when no lighting would be required. Lighting on the site will be shielded and directed away from the MHPA to avoid lighting impacts. As a result, no significant lighting impacts will occur from the proposed project.

**Noise:** Due to the relatively small footprints of the two project sites and proposed development type, long-term noise impacts are expected to be minimal and insignificant. Temporary construction noise impacts to nesting birds in the vicinity of the project could be considered significant if construction occurs during the breeding season. If so, mitigation measures may be required. If construction occurs outside of the breeding season, the proposed project would not have a significant noise impact on native birds.

**Barriers:** The MHPA boundary to the west of the drainage improvement project has an existing wooden-tie fence that separates it from Canyonside Community Park. This fence has several openings built into it to allow public use of the Preserve/MHPA area. If impacted during the construction of either project, the fence will be repaired or replaced to pre-project conditions. As a result, the proposed project will be in compliance with MHPA consistency guidelines for barrier requirements.

**Invasives:** Developments often include a landscaping component that introduces horticultural species not typically found in natural areas. Some species used for landscaping are known to be invasive and can outcompete native plant species. The landscape plans for the proposed project avoid the use of invasive exotic plant species and use a substantially native plant palette; therefore, this potential indirect impact is considered less than significant.

**Brush Management:** Neither the drainage improvement or parking lot expansion projects contain residential development. Therefore, neither project will require a brush management plan to be consistent with this MHPA land use adjacency guideline.

**Grading/Land Development:** Grading will be confined to the limits of work for each site and is not expected to go beyond current boundaries and encroach upon the MHPA.

### Nesting Raptors and Songbirds

The proposed project site has the potential to support both raptor and songbird nests due to the presence of trees, shrubs, and other ground cover; however, no active nests were observed during the field assessment. Nesting activity typically occurs from mid-February to mid-August. Disturbing or destroying active nests is a violation of the federal Migratory Bird Treaty Act. In addition, nests and eggs are protected under CFGC Section 3503. The removal of vegetation during the breeding season is considered a potentially significant impact of the proposed project. A mitigating action typically includes conducting any vegetation removal between August 16 and February 14, which is outside the nesting season, to avoid potential impacts to nesting birds. If initial vegetation removal occurs during the nesting season, all suitable habitats will be thoroughly surveyed for the presence of nesting birds by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 100 feet (300 feet for raptors) will be delineated, flagged, and avoided until the nesting cycle is complete as determined by the biological monitor or wildlife agency personnel have been consulted, to minimize impacts.

## **CONCLUSION**

The proposed project has the potential to directly impact 0.29 acre of Tier II sensitive habitat. If this area is impacted, mitigation of impacts at a ratio of 1.5:1 (outside Preserve) or 1:1 (inside Preserve) will reduce these impacts to less than significant levels. This mitigation may be avoided if the area is avoided; otherwise, mitigation may be satisfied via off-site acquisition of land with equal or greater habitat value; purchase of credits at an approved mitigation bank to offset impacted habitat; active restoration of on- or off-site land to equal or greater habitat value; or via payment of a fee to a fund used to acquire, maintain, and administer the preservation of sensitive resources. The final method of mitigation will require approval from the City of San Diego.

The proposed project also has the potential to indirectly impact the swale adjacent to the drainage improvement project. Implementation of the project itself and installation of appropriate BMPs would reduce the potential impacts due to storm water runoff and pollutants to a level that is less than significant.

If construction occurs outside of the breeding season or recommended avoidance measures are implemented if work occurs during the breeding season, then potentially significant indirect impacts to nesting native birds would be avoided.

If you have questions regarding our findings or this letter report, do not hesitate to call me at (619) 610-7646.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sundeep Amin', written in a cursive style.

Sundeep Amin  
Senior Biologist

Attachments: Figure 1 – Regional/Vicinity Map  
Figure 2 – Sensitive Species Locations and Multi-Habitat Planning Area  
Figure 3 – Vegetation Communities and Cover Types  
Appendix A – List of Observed Plant Species  
Appendix B – List of Observed Wildlife Species  
Appendix C – Representative Site Photographs  
Appendix D – City of San Diego MSCP Subarea Plan Land Use Adjacency Guidelines (City of San Diego MSCP Subarea Plan – March 1997, Section 1.4.3)

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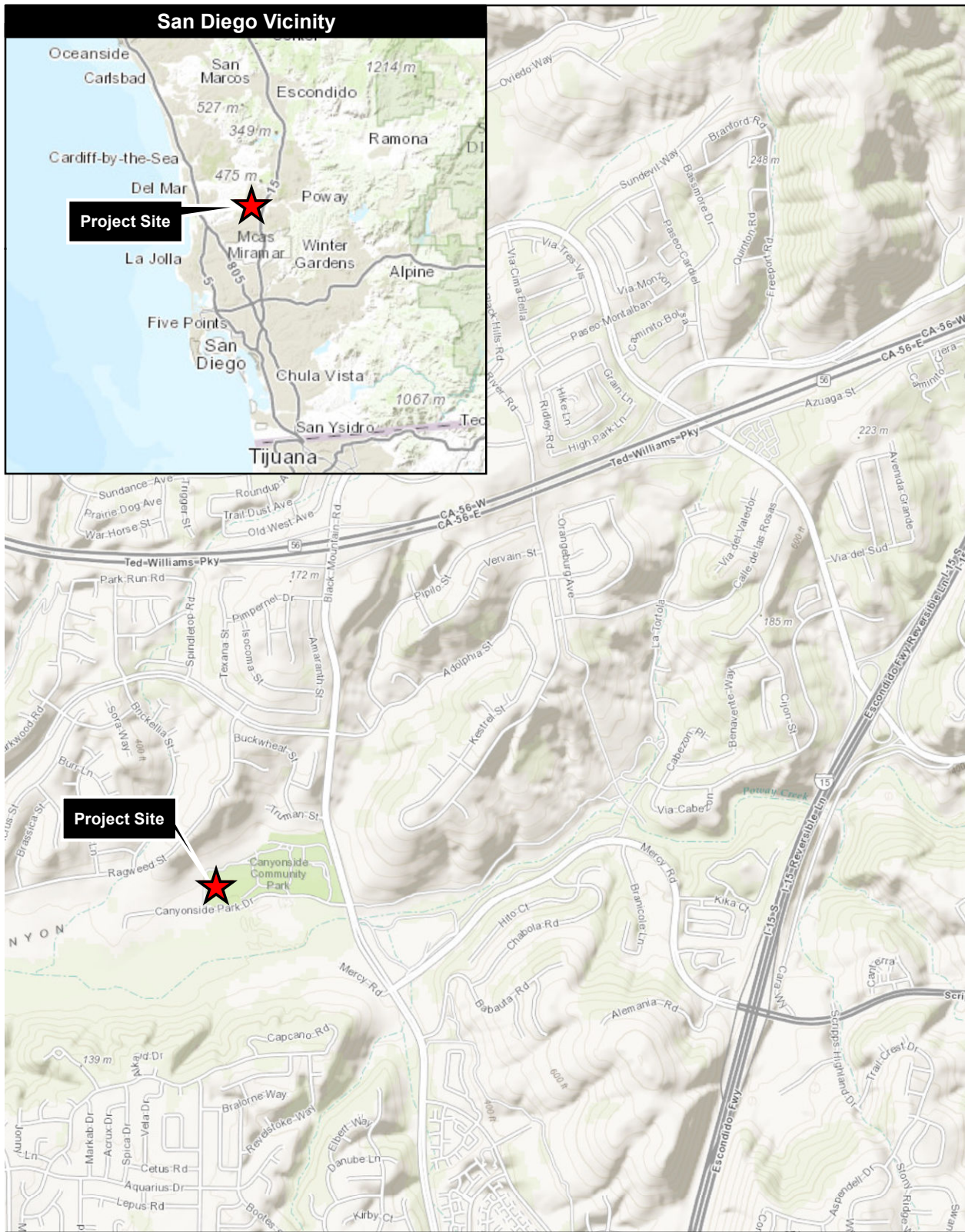
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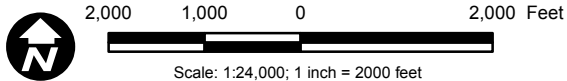
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## FIGURES



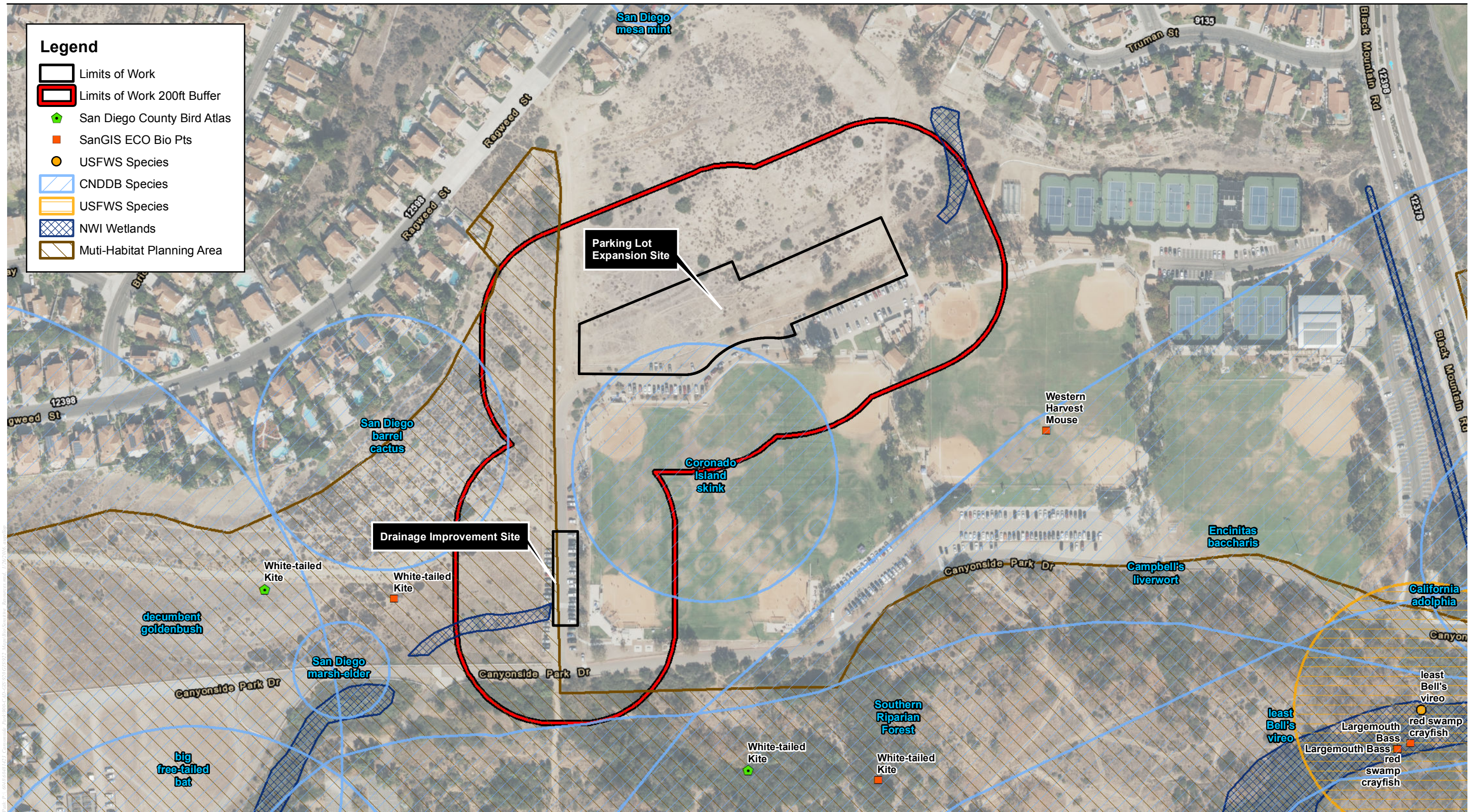
Source: ESRI.



**Figure 1**  
**Regional/Vicinity Map**

**Canyonside Community Park Drainage and Parking Lot Improvements**

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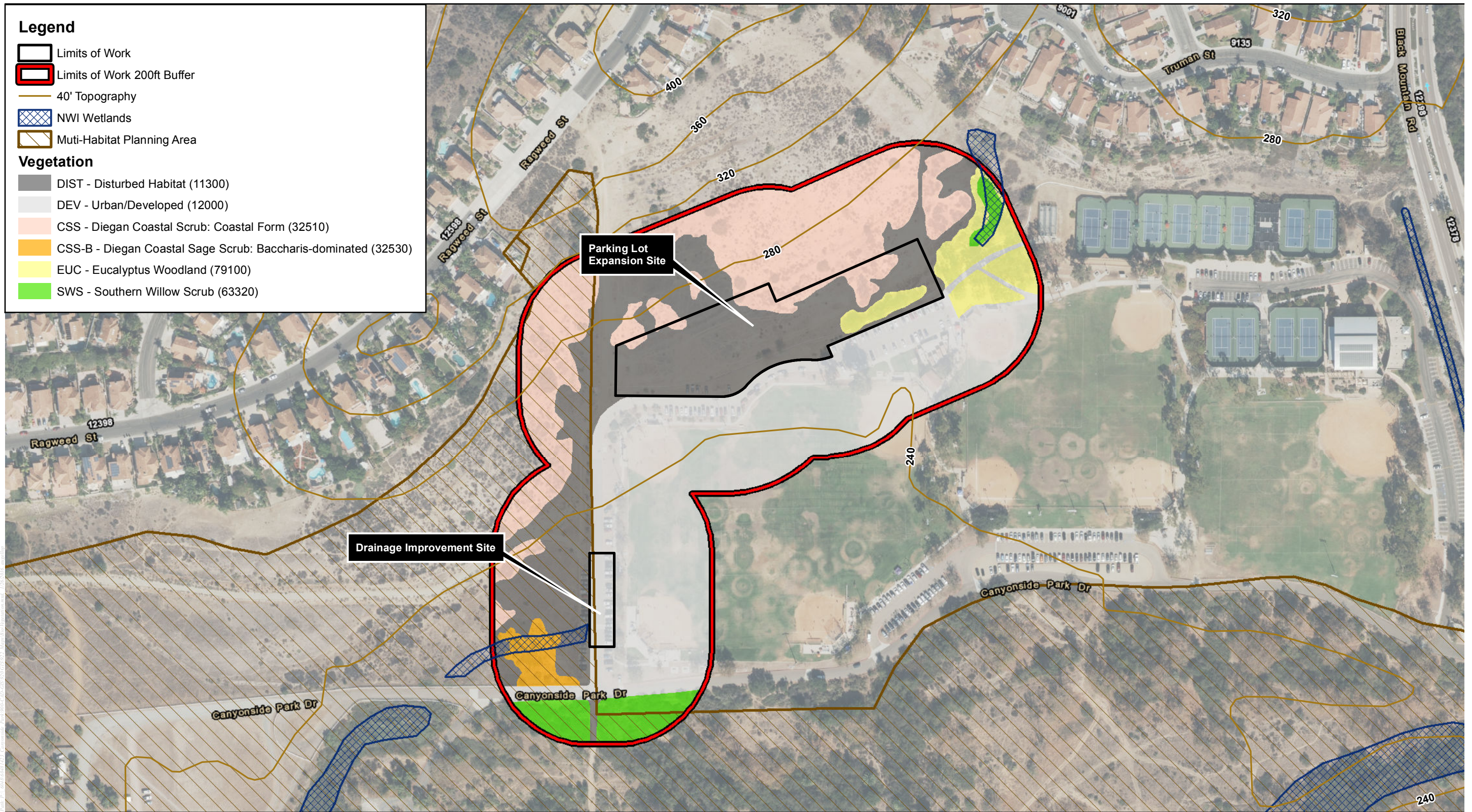
Source: CNDDDB, SanGIS, USFWS, NWI.

200 100 0 200 Feet

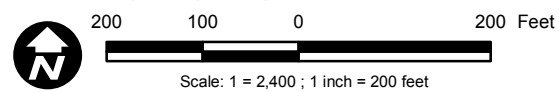
Scale: 1 = 2,400 ; 1 inch = 200 feet

**Figure 2**  
**Sensitive Species Locations and Multi-Habitat Planning Area**

Canyonside Community Park Drainage and Parking Lot Improvements  
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Source: CNDDDB, SanGIS, USFWS, NWI.



**Figure 3**  
**Vegetation Communities and Cover Types**

**Canyonside Community Park Drainage and Parking Lot Improvements**

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**APPENDIX A**

**LIST OF OBSERVED PLANT SPECIES**

## Appendix A List of Observed Plant Species

Family	Common Name	Scientific Name
Anacardiaceae	laurel sumac	<i>Malosma laurina</i>
	lemonadeberry	<i>Rhus integrifolia</i>
Apiaceae	sweet fennel	<i>Foeniculum vulgare*</i>
Asteraceae	broom baccharis	<i>Baccharis sarothroides</i>
	California sagebrush	<i>Artemisia californica</i>
	cardoon	<i>Cynara cardunculus*</i>
	coast golden bush	<i>Isocoma menziesii</i>
	coyote brush	<i>Baccharis pilularis</i>
	Douglas' mugwort	<i>Artemisia douglasiana</i>
	mulefat	<i>Baccharis salicifolia</i>
	prickly lettuce	<i>Lactuca serriola*</i>
	spiny sowthistle	<i>Sonchus asper*</i>
	totalote	<i>Centaurea melitensis*</i>
	western ragweed	<i>Ambrosia psilostachya</i>
Brassicaceae	black mustard	<i>Brassica nigra*</i>
	shortpod mustard	<i>Hirschfeldia incana*</i>
Cactaceae	coast cholla	<i>Cylindropuntia prolifera</i>
	coast prickly pear	<i>Opuntia littoralis</i>
Chenopodiaceae	Russian thistle	<i>Salsola tragus*</i>
Cleomaceae	bladder pod	<i>Peritoma arborea</i>
Fagaceae	coast live oak	<i>Quercus agrifolia</i>
Geraniaceae	redstem filaree	<i>Erodium cicutarium*</i>
	storksbill	<i>Erodium botrys*</i>
Myrtaceae	gum tree	<i>Eucalyptus sp.*</i>
Platanaceae	western sycamore	<i>Platanus racemosa</i>
Poaceae	perennial ryegrass	<i>Festuca perennis*</i>
	purple needlegrass	<i>Stipa pulchra</i>
	red brome	<i>Bromus madritensis*</i>
Polygonaceae	California buckwheat	<i>Eriogonum fasciculatum</i>
	curly dock	<i>Rumex crispus*</i>
Rosaceae	California rose	<i>Rosa californica</i>
Salicaceae	Fremont's cottonwood	<i>Populus fremontii</i>
	arroyo willow	<i>Salix lasiolepis</i>
Solanaceae	Jimsonweed	<i>Datura wrightii</i>
	tree tobacco	<i>Nicotiana glauca*</i>

\* denotes nonnative species

**APPENDIX B**

**LIST OF OBSERVED WILDLIFE SPECIES**

## Appendix B List of Observed Wildlife Species

Common Name	Scientific Name
<b>Birds</b>	
Anna's hummingbird	<i>Calypte anna</i>
American crow	<i>Corvus brachyrhynchos</i>
Bushtit	<i>Psaltriparus minimus</i>
California towhee	<i>Melospiza crissalis</i>
Common raven	<i>Corvus corax</i>
House finch	<i>Haemorhous mexicanus</i>
Mourning dove	<i>Zenaida macroura</i>
Northern mockingbird	<i>Mimus polyglottos</i>
Red-tailed hawk	<i>Buteo jamaicensis</i>
Say's phoebe	<i>Sayornis saya</i>
Spotted towhee	<i>Pipilo maculatus</i>
Western scrub jay	<i>Aphelocoma californica</i>
White-crowned sparrow	<i>Zonotrichia leucophrys</i>
<b>Reptiles</b>	
Side-blotched lizard	<i>Uta stansburiana</i>
<b>Mammals</b>	
Desert cottontail rabbit	<i>Sylvilagus audubonii</i>

**APPENDIX C**

**REPRESENTATIVE SITE PHOTOGRAPHS**



Photo 1. Parking Lot Expansion Site – Westerly view from eastern edge of site, looking at eucalyptus woodland at left, disturbed habitat in center and coastal sage scrub to top right of photo.



Photo 2. Parking Lot Expansion Site – View of the disturbed/coastal sage scrub boundary. Note the sparse density of the coastal sage scrub.



Photo 3. Parking Lot Expansion Site – View from approximate center of site looking west at the disturbed part of the site, with the existing parking lot to the left and native vegetation in the top right (arrow).



Photo 4. Parking Lot Expansion Site – View from SW corner of site, looking towards NE end. Dead Russian thistle is visible here in the disturbed part of the site with some greener native vegetation in the back (arrow).



Photo 5. Drainage Improvement Site – View of drainage improvement area from east to west into the Preserve/MHPA area, just beyond the wooden fence.



Photo 6. Drainage Improvement Site – View of swale feature west of project site. Swale is distinguishable by the slightly greener vegetation and trail of taller vegetation in the center of the photo (arrow).



## **APPENDIX D**

# **CITY OF SAN DIEGO MSCP SUBAREA PLAN LAND USE ADJACENCY GUIDELINES**

3. No riprap, concrete, or other unnatural material shall be used to stabilize river, creek, tributary, and channel banks within the MHPA. River, stream, and channel banks shall be natural, and stabilized where necessary with willows and other appropriate native plantings. Rock gabions may be used where necessary to dissipate flows and should incorporate design features to ensure wildlife movement.

### **1.4.3 Land Use Adjacency Guidelines**

Land uses planned or existing adjacent to the MHPA include single and multiple family residential, active recreation, commercial, industrial, agricultural, landfills, and extractive uses. Land uses adjacent to the MHPA will be managed to ensure minimal impacts to the MHPA. Consideration will be given to good planning principles in relation to adjacent land uses as described below. The following are adjacency guidelines that will be addressed, on a project-by-project basis, during either the planning (new development) or management (new and existing development) stages to minimize impacts and maintain the function of the MHPA. Implementation of these guidelines is addressed further in **Section 1.5**, Framework Management Plan. Many of these issues will be identified and addressed through the CEQA Process.

#### **Drainage**

1. All new and proposed parking lots and developed areas in and adjacent to the preserve must not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the MHPA. This can be accomplished using a variety of methods including natural detention basins, grass swales or mechanical trapping devices. These systems should be maintained approximately once a year, or as often as needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.

#### **Toxics**

2. Land uses, such as recreation and agriculture, that use chemicals or generate by-products such as manure, that are potentially toxic or impactive to wildlife, sensitive species, habitat, or water quality need to incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. Such measures should include drainage/detention basins, swales, or holding areas with non-invasive grasses or wetland-type native vegetation to filter out the toxic materials. Regular maintenance should be provided. Where applicable, this requirement should be incorporated into leases on publicly owned property as leases come up for renewal.

### **Lighting**

3. Lighting of all developed areas adjacent to the MHPA should be directed away from the MHPA. Where necessary, development should provide adequate shielding with non-invasive plant materials (preferably native), berming, and/or other methods to protect the MHPA and sensitive species from night lighting.

### **Noise**

4. Uses in or adjacent to the MHPA should be designed to minimize noise impacts. Berms or walls should be constructed adjacent to commercial areas, recreational areas, and any other use that may introduce noises that could impact or interfere with wildlife utilization of the MHPA. Excessively noisy uses or activities adjacent to breeding areas must incorporate noise reduction measures and be curtailed during the breeding season of sensitive species. Adequate noise reduction measures should also be incorporated for the remainder of the year.

### **Barriers**

5. New development adjacent to the MHPA may be required to provide barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the MHPA boundaries to direct public access to appropriate locations and reduce domestic animal predation.

### **Invasives**

6. No invasive non-native plant species shall be introduced into areas adjacent to the MHPA.

### **Brush Management**

7. New residential development located adjacent to and topographically above the MHPA (e.g., along canyon edges) must be set back from slope edges to incorporate Zone 1 brush management areas on the development pad and outside of the MHPA. Zones 2 and 3 will be combined into one zone (Zone 2) and may be located in the MHPA upon granting of an easement to the City (or other acceptable agency) except where narrow wildlife corridors require it to be located outside of the MHPA. Zone 2 will be increased by 30 feet, except in areas with a low fire hazard severity rating where no Zone 2 would be required. Brush management zones will not be greater in size that is currently required by the City's regulations. The amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done. Vegetation clearing shall be done consistent with City standards and shall avoid/minimize impacts to covered species to the maximum extent possible. For all new development, regardless of the ownership, the brush management in the Zone 2 area will be the responsibility of a homeowners association or other private party.

For existing project and approved projects, the brush management zones, standards and locations, and clearing techniques will not change from those required under existing regulations.

### **Grading/Land Development**

8. Manufactured slopes associated with site development shall be included within the development footprint for projects within or adjacent to the MHPA.

## **1.5 FRAMEWORK MANAGEMENT PLAN**

### **1.5.1 Management Goals and Objectives**

The habitat management aspect of the City of San Diego's MHPA is an important component of the MSCP, related to the goal of the Program. The overarching MSCP goal is to maintain and enhance biological diversity in the region and conserve viable populations of endangered, threatened, and key sensitive species and their habitats, thereby preventing local extirpation and ultimate extinction, and minimizing the need for future listings, while enabling economic growth in the region.

Where land is preserved as part of the MSCP through acquisition, regulation, mitigation or other means, management is necessary to continue to ensure that the biological values are maintained over time, and that the species and habitats that have been set aside are adequately protected and remain viable.

The City will be responsible for and will continue the management and maintenance of its existing public lands (including those with conservation easement), at current levels. The City will also manage and maintain lands obtained as mitigation where those lands have been dedicated to the City in fee title or easement, and land acquired with regional funds within the City's MHPA boundaries. Likewise, the federal and state agencies will manage, maintain and monitor their present land holdings, as well as those they acquire on behalf of the MSCP, consistent with the MSCP. Lands in the MHPA which are set aside as open space through the development process but are not dedicated in fee to the City, or other acceptable entity, will be managed by the landowner consistent with approved mitigation, monitoring and reporting programs or permit conditions. Private owners of land within the MHPA, who are not third party beneficiaries, will have no additional obligations for the management or maintenance of their land.

In order to assure that the goal of the MHPA is attained and fulfilled, management objectives for the City of San Diego MHPA are as follows:

1. To ensure the long-term viability and sustainability of native ecosystem function and natural processes throughout the MHPA.

**APPENDIX I**  
**PLAY AREA SPECIFICATIONS**

## APPENDIX I - PLAY AREA SURFACES, PLAY EQUIPMENT, PLAY AREA SURFACES INSTALLATION, PLAY EQUIPMENT INSTALLATION, INDEPENDENT PLAY AUDIT

### 1.1 RESILIENT PLAY SURFACING

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

**1-1.1 Description.** Poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffing which will make up the Cushion Layer. The Cushion Layer is capped with TPV rubber granules mixed with a polyurethane binder creating the Wear Course. Robertson Industries, Inc., or approved equal, surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. Playground resilient rubber surfacing shall be certified by IPEMA, a third party testing organization for playground surfaces and equipment.

**1-1.2 Work.** Provide all necessary materials, labor, tools, and equipment to perform the work included in the section for the installation of the poured-in-place resurface.

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

**1-1.4 Accessibility.** NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.

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

### 1-1.5 Applicable Standards.

ASTM International:

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

- ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

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

**1-1.6 Certified installers.** Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the “Certified Installers Training Program” required by Robertson Industries or approved equal.

**1-1.7 Submittals.**

- a) Contractor to provide one original hard copy of the submittal package. Additional hard copies shall be provided upon request.
- b) Manufacturer’s descriptive data and installation instructions.
- c) Manufacturer’s details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
- d) A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-09 for a head-first fall from the highest accessible portion of the specified playground equipment.
- e) A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer’s Trained Installers.
- f) Upon request, 2 inch X 3 inch samples of the proposed material for this project.
- g) IPEMA certification shall be mandatory.

- h) Third party test results of tensile strength equal to or greater than 170psi and elongation yield equal to or greater than 180%.

**1-1.8 Delivery, Storage and Handling.** Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

**1-1.9 Project Site Conditions.** Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product.

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

**1-1.10 Warranty.** Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited seven (7) year period or as specified and agreed upon. Warranty will be specific to maintenance requirements and performance standards of completed product.

**1-1.11 Materials.**

**1-1.11.1 Cushion Layer Section.**

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



**1-1.11.2 Wear Course.**

- a) The following are TotTurf® TRV Colors: Standard Green (RH10), Beige (RH30) and Light Grey (RH61).
- b) Wear Course shall consists of Thermal Plastic Vulcanized (TPV) granules with an Aliphatic binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.
- c) TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 15 percent of total weight of TVP material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.
- d) Thickness of Wear Course shall be a minimum ½ to 5/8-inch (minimum 1/2-inch).
- e) The Wear Course shall be porous.

**1-1.11.3 Binder.**

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

**1-1.11.4 Color.**

Selected from Manufacturer's Color Chart and shown on the plans.

## APPENDIX I - PLAY EQUIPMENT

### 2-1 5-12 TOT LOT PLAY STRUCTURE.

**2-1.1 Play booster 5-12 Tot Lot Play Structure shall be Model No. 89106-1-3** (5-12 Years Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation, Inc. (714) 619-0100.

### 2-1.2 General.

All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be specified.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

**TenderTuff Coating:** Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 PSI and a minimum tear strength of 250 pounds/inch. Five standard colors are available all with a matte finish. (Brown only for HealthBeat). Not applicable for Evos.

**ProShield Finish:** All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H
- Flexibility (D522) pass 1/8" mandrel
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654)  
4,000 hours and rating 6 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2,  
and 90 percent gloss retention
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.  
Twenty-six (26) standard colors are available.

**Decks:** All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos, Weevos or HealthBeat.

**Rotationally Molded Polyethylene Parts:** These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

**Permalene Parts:** These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available. Not applicable for Evos or HealthBeat.

**Recycled Permalene® Parts:** These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Eleven standard color options are available (Blue/Black, Yellow/Black, Red/Black, Green/Black and Tan/Black). Not applicable for Evos or HealthBeat.

**Footings:** Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

**Hardware Packages:** All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

**Installation Documentation:** All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

**Packing List:** All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

**Packaging:** Play Booster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

**Maintenance Kit:** An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

**(PB) Play Booster General Specifications:**

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel Play Booster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- % Elongation in 2 inches: 25
- Modulus of Elasticity: 29.5 x 1,000,000 PSI

Aluminum Posts: All aluminum Play Booster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:

Yield Strength (min): 35,000 PSI  
Tensile Strength (min): 38,000 PSI  
% Elongation in 2 inches: 10  
Modulus of Elasticity: 10 x 1,000,000 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center to center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be proShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

Ultimate Tensile: 47,000 PSI  
Yield Strength: 28,000 PSI  
Elongation: 7% in 2 inches  
Shear Strength: 29,000 PSI  
Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet w/stainless steel pin is used to ensure a secure fit to the post.

Play Booster clamps have three functional applications and shall be named as follows:

- 1.) Offset hanger clamp assembly.
- 2.) Deck hanger clamp assembly.
- 3.) Hanger clamp assembly.

Cable: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core, black in color.

PlayOdyssey Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and

secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.312") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws thru (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets.

### **2-1.3**

**5-12 Play Structure Tot Lot Components:** Play structure shall include the following components:

#### **120711A - Pod Climber 16" DB**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Disc: Rotationally molded from U.V. stabilized linear low density polyethylene, disc measures 14" in diameter x 7" high, color specified.

Support: Weldment comprised of 1.900" O.D. RS-20 (.090" - .100") 1.315" O.D. RS-20 (.080" - .090") and 3/16" x 5" diameter plate. Finish: ProShield, color specified.

#### **156067A - The Pointe Inserted from Low Side**

Rock Pocket Cover: Fabricated from 13 Ga. (.090") HRPO flat steel conforming to ASTM A1011. Finish: Zinc plate with yellow chromate finish.

The Pointe Assy.: (Base) Weldment comprised of 7 GA. (.179") HRPO sheet steel, C8 x 13.75 steel channel, 3" x 1 1/2" x .120" wall galvanized steel tube and 1 1/8" square bar. Finish: ProShield. (Pointe-fully assembled) Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" and weighs about 11 1/2 lbs. per square foot. Castings have a strength of 1,500 lbs. per square inch in tension and 5,000 lbs. per square inch in compression. Finish: Acid stain and latex paint made for concrete, Natural in color.

### **136158A - Spider Web Climber DB Only**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

CableCore Cable: Made from 3/16", 7-19 galvanized aircraft cable. Coated with U.V. stabilized polyvinyl chloride (PVC) measuring 1" in diameter, red in color.

Spider Web Frame: Weldment comprised of formed 2.375" O.D. RS-20 (.095"-.105") galvanized steel tubing and 2" O.D. x 12 GA (.109") steel tubing. Finish: ProShield, color specified.

Spider Web Ring: Weldment comprised of formed 1.125" O.D. x 11 GA (.120") galvanized steel tubing. Finish: ProShield, color specified.

Support: Fabricated from 1 3/4" O.D. x 10 GA (.134") black steel tubing. Finish: ProShield, color specified.

Hub/Cover: Formed from 12 GA (.105") HRPO low carbon sheet steel. Finish: ProShield, color specified.

### **146812A - Sky Rail Climber 72" Dk DB**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Footer: Fabricated from 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing. Finish: ProShield, color specified.

Sky Rail: Weldment comprised of 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing per ASTM A500, 1.315" O.D. RS-20 (.080" - .090") galvanized steel tubing per ASTM A500, 1.029" O.D. RS-20 (.070" - .080") galvanized steel tubing per ASTM A500, 3/16" x 1 1/4" x 2" angle and 1/4" x 2 1/2" HR flat steel. Finish: ProShield, color specified.

### **155042A - Chimney Climb Across 72" Dk Equal Heights DB Only**

CableCore Cable: Made from 3/16", 7-19 galvanized aircraft cable. Coated with U.V. stabilized polyvinyl chloride (PVC) measuring 1" in diameter, red in color.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Ring Top Climb Across: Weldment comprised of 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing, and 1/4" x 1 3/4" wide steel clamps. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Base Rubber: 4 Ply - 440 .530" thick rubber belting.

Chimney Bottom Ring: Weldment comprised of 1.900" O.D. RS-20 (.090"-.100") galvanized steel tubing, and 3/16" HRPO sheet steel. Finish: ProShield, color specified.

Ring & Clamp Cover Plates: Fabricated from 3/16" HRPO sheet steel. Finish: ProShield, color specified.

Chimney Clamp: Weldment comprised of 1/4" x 1 3/4" HRPO flat steel and 3/16" HRPO sheet steel. Finish: ProShield, color specified.

Handhold Panel: Recycled Permalene, color specified.

Hub/Cover: Formed from 12 GA (.105") HRPO low carbon sheet steel. Finish: ProShield, color specified.

#### **116249A - Vertical Ladder 24" Dk DB**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Handhold Panel: Permalene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Vertical Ladder: Weldment comprised of 1.125" O.D. x 11 GA (.120") steel tubing, 1.029" O.D. RS-20 (.070" - .080") and 3/16" x 2" wide steel flat plates. Finish: TenderTuff, color specified.

Footer: Fabricated from 1.315" O.D. RS-20 (.080" - .090") galvanized steel tubing. Finish: ProShield, color specified.

#### **122916C - Double Wave Climber 16" Dk Difference 56"Dk DB**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.



Climber: Weldment comprised of 1.660" O.D. RS-40 (.111" - .121") galvanized steel tubing, 1.315" O.D. RS-20 (.080" - .090") galvanized steel tubing and 1/4" HR flat steel. Finish: ProShield, color specified.

Handhold Panel: Permalene, color specified.

Support: Formed from 1.660" O.D. RS-40 (.111" - .121") galvanized steel tubing. Finish: ProShield, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

### **145624B - Vertical Ascent 56" Dk**

Panels: Permalene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. Finish: ProShield, color specified.

Made from Polyester Resin. Handholds measure approx. 5 3/4" long x 2 1/4" wide x 1 3/4" high.

Clamps: Cast aluminum. Finish: ProShield, color specified.

### **148432B - Corkscrew Perm Handholds 72" Dk DB**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Corkscrew: Weldment comprised of 1.900" O.D. RS-20 (.090"-.100") galvanized steel tubing, and 1.315" O.D. RS-20 (.080"-.090") galvanized steel tubing. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Handhold Panel: Recycled Permalene, color specified.

### **156916B - Pod Climber w/Handloop 24" Dk DB Left Mounted Handhold**

Clamps: Cast aluminum. Finish: ProShield, color specified.

Handloop: Weldment comprised of 1.125" O.D. x 11 GA (.120") steel tubing with 203 or 303 stainless steel inserts, with 3/8" internal thread. Finish: TenderTuff, color specified.

Support: Weldment comprised of 1.900" (48, 26 mm) O.D. RS-20 (.090" - .100"), 1.315" O.D. RS-20 (.080" - .090") and 3/16" x 5" diameter plate. Finish: ProShield, color specified.

Handhold Panel: Permalene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Disc: Rotationally molded from U.V. stabilized linear low density polyethylene, disc measures 14" in diameter x 7" high, color specified.

### **176077B - Croquet Climber 72" Dk DB**

Croquet Climber: Weldment comprised of 2.375" O.D. RS20 (.095"-.105") wall galvanized steel tube, 1.029" O.D. RS20 (.070"-.080") wall galvanized steel tube, and 1/4" HRPO steel sheet. Finish: ProShield, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

### **111228A - Square Tenderdeck**

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Square Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47". Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

#### **121948A - Kick Plate 8" Rise**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Kick Plate: Fabricated from 11 GA (.120") HR flat steel. Finish: TenderTuff, brown or gray in color.

#### **121949A - Tri-Deck Kick Plate 8" Rise**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Kick Plate: Fabricated from 11 GA (.120") HR flat steel. Finish: TenderTuff, brown or gray in color.

#### **122197A - 90 Degree Triangular Tenderdeck**

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Triangular Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4". Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

#### **152911C - Curved Transfer Module Left 48" Dk DB**

Panels: Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Step Support: Weldment comprised of 1.660" O.D. RS-20 (.080" - .095") galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" HR angle. Finish: ProShield, color specified.

Step Sections/Top Step Section: Formed from 12 GA (.105") HRPO sheet steel conforming to ASTM A1011. Standing surface is 24 3/8" wide x 14" deep and is perforated with 5/16" diameter holes. Finish: TenderTuff, color specified.

Deck Support: Weldment comprised of 3 1/2" O.D. RS-20 (.125") galvanized steel tubing and 3/8" O.D. x 5" long CRS rod. Finish: ProShield, color specified.

Deck: Flange formed from 12 GA (.105") HRPO sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" diameter holes and measures 29" per (2) sides. Finish: TenderTuff, color specified.

Railings: Weldment comprised of 1.125" O.D. x 11 GA. (.120") steel tubing with 203 or 303 stainless steel 3/8" threaded inserts. Finish: TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

#### **115227A - Zoo Panel Above Deck**

Panels: Permalene, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" O.D. x 1 1/2" long. Finish: ProShield, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

#### **115228A - Driver Panel Above Deck**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" O.D. x 1 1/2" long. Finish: ProShield, color specified.

Permalene Panel: Two color panel measures 35 5/8" wide x 41" high, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Wheel: 12" diameter cast A319.1 aluminum alloy. Shaft-303 stainless steel. Finish: TenderTuff, color specified.

Wheel Bracket: Weldment comprised of formed 3/16" plate and 5/8" O.D. stainless steel shaft. Finish: ProShield, color specified.

Hub: One-color Permalene, color specified.

#### **159459A - Ring-A-Bell Panel Above Deck**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Angled Panel Bracket: Weldment comprised of .190" thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" O.D. x 1 1/2" long. Finish: ProShield, color specified.

Permalene Panel: Two color panel measures 35 5/8" wide x 41" high, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

Bell Striker: Recycled Permalene, color specified.

Bell: Fabricated from 10 GA. (.135") HRPO low carbon steel. Finish: ProShield, color specified.

#### **164094B - Bongo Reach Panel Ground Level**

Access Clamp: Weldment comprised of 3/8" HRPO steel plate and 1/4" x 1 3/4" wide steel clamp. Finish: ProShield, color specified.

Angle: Fabricated from formed 11 GA (.120") HRPO sheet steel. Finish: ProShield, color specified.

Panel: Two color Permalene panel measures 34" wide x 18" high, color specified.

Bongo: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Screen Plate: Fabricated from 12 GA. (.105") HRPO flat steel. Finish: Black in color.

### **111362A - Talk Tube 40' Tubing Kit PB**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Talk Tube Hose: Made from 1.75" O.D. HDPE conduit.

### **111363A - Talk Tube at Grade Mounted DB Only**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Talk Tube Cover: One-color Permalene, Tan in color.

Bug Screen: Weave .011 Ga. charcoal fiberglass screen.

Talk Tube: Weldment comprised of 1.600" O.D. RS20 (.085" - .095") galvanized steel tubing, 14 GA. (.079") cold rolled steel sheet zinc plate, and 3/16" HRPO steel sheet. Finish: ProShield, color specified.

### **120902A - Handhold Leg Lift**

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Hand Hold/Leg Lift: Weldment comprised of formed 7/8" O.D. x 11 GA (.120") and 1/4" x 1 3/4" steel half clamps. Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

### **166809A - E-Pod Seat**

E-Pod Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield, color specified.

### **193174A - Sol Spinner DB**

GripX Panel: Permalene, black in color.

Support Arm: Weldment comprised of 2.375" O.D. RS40 (.130"-.140") wall galvanized steel tube, 2.750" O.D. 1018 steel, and 1/4" HRPO flat steel. Finish: ProShield, color specified.

Sol Spinner: Weldment comprised of 1.900" O.D. RS20 (.090"-.100") wall galvanized steel tube, 1.660" O.D. RS40 (.111"-.121") wall galvanized steel tube, 1/4" HRPO steel plate, 3/8" HRPO steel plate, 2.750" O.D. 1018 steel, and 1 7/8" steel ball. Finish: ProShield, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bushing: Oil-filled UHMW PE.

Footer: Weldment comprised of 2.375" O.D. RS40 (.130"-.140") wall galvanized steel tube, 12 GA. (.105") HR flat steel and 1 7/8" steel ball. Finish: ProShield, color specified.

### **141886A - Access/Landing Assembly Rails Barrier Right 24" Dk**

Rail/ Handloop: Fabricated from 1 1/8" O.D. steel tubing with 303 stainless steel welded 5/8" threaded inserts in each end. Finish: Coated with TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**142891A - 2" Circular Horizontal Ladder DB**

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Support: Weldment comprised of 2.750" O.D. x .125" wall zinc plated steel tubing and 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing. Finish: ProShield, color specified.

Horizontal Ladder: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing, 1.125" O.D. x 11 GA zinc plated steel and cast 535 aluminum magnesium attachment brackets. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**111404O - 132" Steel Post DB**

Post: See Play Booster (PB) General Specifications.

**111404F - 108" Alum Post DB**

Post: See Play Booster (PB) General Specifications.

**111404E - 116" Alum Post DB**

Post: See Play Booster (PB) General Specifications.

**111404D - 124" Alum Post DB**

Post: See Play Booster (PB) General Specifications.

**111404C - 132" Alum Post DB**

Post: See Play Booster (PB) General Specifications.

**111404A - 148" Alum Post DB**

Post: See Play Booster (PB) General Specifications.



### **154883A - 265" Steel Post For CoolToppers Single Post Roof DB 64" Dk**

CoolTopper Post: Weldment comprised of 5" O.D. x 11 GA. (.120") galvanized steel tubing and 1/4" steel plate. Finish: ProShield, color specified.

Footer Extension: Weldment comprised of 5" O.D. x 11 GA. (.120") galvanized steel tubing and 1/4" steel plate. Finish: ProShield, color specified.

### **154884A - CoolToppers Single Post DB Only**

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Extension Arms: Weldment comprised of 2.375" O.D. RS-20 (.095"-.105") galvanized steel tubing, 1/4" steel plate and 1/4" diameter carbon steel J-hooks. Finish: ProShield, color specified.

Clamp: Weldment comprised of 1/4" x 3" HRPO flat steel and 1/4" HRPO steel plate. Finish: ProShield, color specified.

CoolTopper Shade Top: Heavy duty, 62.9 mils thick professional grade shade fabric for tensioned structures and other shade applications. Made from UV stabilized HDPE monofilament and tape yarns. Specialized lock stitch knit for more air movement and better channeling of cooling breezeways. Constructed to block up to 97.7% of harmful UV sun rays. Fade and tear resistant, will not crack, rot or fray. Tensile strength warp 142.75 lbs. weft 560.67 lbs. Tear strength warp 42.03 lb. and weft 80.70 lbs. Burst pressure 507.63 PSI. Remove fabric when wind speed is expected to exceed 90 mph and snow load is expected to exceed 5 psf, per International Building Code (IBC) 2009.

### **182503C - Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury**

Sign Panel: Panel is fabricated from 1/8" (.125") aluminum plate. Finish: ProShield, gray in color. (Sign) Digital image is transferred to a 1/8" (.125") ProShield coated aluminum plate, then infused into the ProShield.

Post: Weldment comprised 2.375" O.D. RS20 (.095-.105) wall galvanized tube, 1/4" HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

### **124863F - SlideWinder2 72" Dk DB 1 Right 2 Left**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Rail Spacer: Fabricated from 1.312" O.D. x 16 Ga. (.065") steel tubing. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Rail: 1 1/8" O.D. 6061-T6 aluminum extrusion with 5/16" walls. Finish: ProShield, color specified.

Slide Sections: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Exit Footer: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" x 7 1/2" HRPO steel mounting plate. Finish: ProShield, color specified.

Mid-Support: Weldment comprised of 1.900" O.D. RS20 (.090" - .100") galvanized steel tubing and 7 GA. (.179") HRPO steel strap. Finish: ProShield, color specified.

Support Base (SM): Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1/4" x 3" x 8" mounting plate. Finish: ProShield, color specified.

### **130390A - Double Swoosh Slide 72Dk DB**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Rail: Extruded from 1.125" O.D. x .312" wall. 6005-T5 aluminum. Finish: ProShield, color specified.

Slide Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rail Spacer: Fabricated from 1.312" O.D. x 16 GA (.065") steel tubing. Finish: ProShield, color specified.

Slide: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Slide Support: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: ProShield, color specified.

### **130798A - Double Swirl Slide 48" Dk DB**

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Rail: Extruded from 1.125" O.D. x .312" wall. 6005-T5 aluminum. Finish: ProShield, color specified.

Slide Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rail Spacer: Fabricated from 1.312" O.D. x 16 GA (.065") steel tubing. Finish: ProShield, color specified.

Slide: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Mid-Support: Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Slide Support: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: ProShield, color specified.

#### **2.1.4 Warranties.** Approved equal items shall have equivalent coverage as shown below.

##### **100-YEAR LIMITED WARRANTY**

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

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

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

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

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

#### 8-YEAR LIMITED WARRANTY

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

#### 3-YEAR LIMITED WARRANTY

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

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

### **2-1.5 Product Compliance Verification.**

At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAG Final Rule for Play Areas (<http://www.access-board.gov/play/finalrule.txt>, and <http://www.access-board.gov/play/guide/guide.pdf>). The contractor shall verify current compliance prior to ordering the equipment.

## APPENDIX I - PLAY AREA SURFACES INSTALLATION

### 3-1 RESILIENT RUBBER SURFACING

#### 3-1.1 Site Preparation.

**3-1.1.1 Finished Grade/Slope.** Verify that finished elevations of adjacent areas are as indicated on the site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per, site or equipment plans while meeting accessibility and use zones requirements.

**3-1.1.2 Sub base.** Tolerance of concrete sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Verify that subgrade has been fully compacted to 95 percent or greater.

**3-1.1.3 Curing of Concrete.** If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.

**3-1.1.4 Drainage.** Verify that sub-surfacing drainage has been installed to provide positive drainage.

#### 3-1.2 Installation.

**3-1.2.1 Poured in Place Surfacing.** Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to *2,000 square feet* per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.

**3-1.2.2 Cushion Layer.** Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.

**3-1.2.3 Wear Course.** Wear Course must be Thermal Plastic Vulcanized (TPV) granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written

approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.

**3-1.2.4 Perimeter.** For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1" deep x 1" wide, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive and the final 2" of the cushion layer shall be tapered to allow the wear surface material to be 1.5"- 2" thick where it joins the concrete edge.

**3-1.2.5 Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

**3-1.3 Clean Up.** Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

**3-1.4 Protection.**  
The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.

**3-1.5 Manufacturer's Services.**  
For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

## APPENDIX I - PLAY EQUIPMENT INSTALLATION

**4-1** Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground equipment, structure or modular unit.

Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be LSI (Landscape Structures, Inc.) certified or approved equal. Contractor shall contact a minimum of 48 hours in advance to have a CPSI certified County Inspector to inspect the play equipment and rubber surfacing prior to acceptance. Any non-conforming items shall be repaired or replaced before acceptance.

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

See construction plans and details for location/layout and model numbers of play equipment.

All equipment installations shall observe the manufacturer's recommended safety zones. Safety zones shall be completely contained in the resilient surfacing area.

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

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

## APPENDIX I - INDEPENDENT PLAY AUDIT

5-1

### General.

The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment."

The Contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the Audit. The Contractor shall provide to the Park and Recreation Department, Landscape Architect, and Resident Engineer, written certification, signed by the certified playground safety inspector stating that the playground area, surfacing, and play equipment is in compliance with all current applicable accessibility and safety standards.

The cost of the play audit shall be included in the cost of the play equipment as part of the LS Bid item for "**Construction of Canyonside Community Park Improvements**", and no additional payment shall be made.



## APPENDIX J

### SWPPP CONSTRUCTION BMP MAINTENANCE LOG

## SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

### **Construction BMP Maintenance Activities**

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

**Project Title:**

**WBS/IO No:**

**WDID:**

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

---

### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and JMJ Construction, herein called "Contractor" for construction of **Canyonside Community Park Improvements**; Bid No. **K-19-1776-DBB-3**; in the amount of **One Million Forty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,041,250.00)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement, Long-Term Revegetation Maintenance Agreement.
  - (e) That certain documents entitled **Canyonside Community Park Improvements**, on file in the office of the Public Works Department as Document No. **S-12004**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Canyonside Community Park Improvements**, Bid No. **K-19-1776-DBB-3** San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT AGREEMENT (continued)**

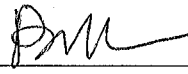
**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By 

By 

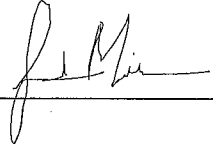
Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Contracts

Print Name: Bonny Hsu  
Deputy City Attorney

Date: 7/8/2019

Date: 7/16/19

**CONTRACTOR**

By 

Print Name: Jordan Moisa

Title: President

Date: 6/3/19

City of San Diego License No.: 2018002957

State Contractor's License No.: 938561

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000010912

## CERTIFICATIONS AND FORMS

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



## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, SECTION 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

**AFFIDAVIT OF DISPOSAL**

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

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

**Canyonside Community Park Improvements**  
\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-19-1776-DBB-3**; SAP No. (WBS/IO/CC) **S-12004**; 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



**LIST OF SUBCONTRACTORS**

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

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. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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 <sup>Ⓢ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
- Ⓢ As appropriate, Bidder shall indicate if Subcontractor is certified by:
 

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

### **THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

**Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal**

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

CANYONSIDE COMMUNITY PARK IMPROVEMENTS

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

SIGNED AND SEALED, this 9TH day of APRIL, 2019

J M J CONSTRUCTION (SEAL)  
(Principal)

NORTH AMERICAN SPECIALTY  
INSURANCE COMPANY (SEAL)  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: Sandra Figueroa  
(Signature)

JORDAN MOISA, PRESIDENT  
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SANDRA FIGUEROA, ATTORNEY-IN-FACT



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

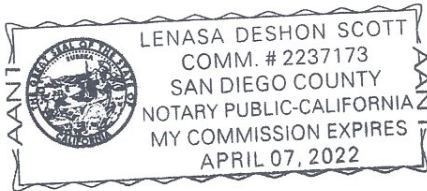
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/9/2019 before me, LENASA DESHON SCOTT, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared JORDAN MOISA  
*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.



Place Notary Seal and/or Stamp Above

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 *Lenasa Deshon Scott*  
*Signature of Notary Public*

**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: MARK D. IATAROLA

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

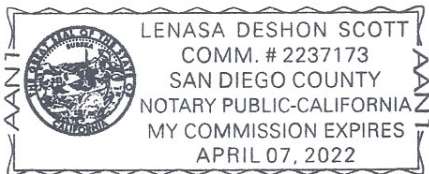
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/9/2019 before me, LENASA DESHON SCOTT, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared SANDRA FIGUEROA  
*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 *Lenasa D Scott*  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: SANDRA FIGUEROA

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:


“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By   
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

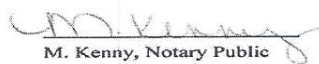
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9TH day of APRIL, 20 19.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

## 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.

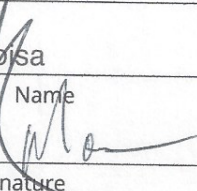
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within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

Certified By Jordan Moisa Title President

Name

 Date 4/10/19

Signature

**USE ADDITIONAL FORMS AS NECESSARY**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

JMJ Construction	JMJ COstruction
Legal Name	DBA
30724 Benton Road C302-593	winchester
Street Address	City
	ca
JJordan Moisa, President	State
Contact Person, Title	Zip
	92591
	n/a
	5621384733
	Phone
	Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

JJordan Moisa	president / owner
Name	Title/Position
Temecula Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction	

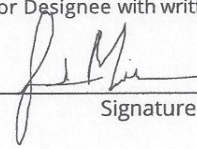
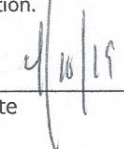
Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Jordan Moisa President		
Print Name, Title	Signature	Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

**SUBCONTRACTOR LISTING**  
**(OTHER THAN FIRST TIER)**

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: robertsons industries Address: 2414 west 12th street City: tempe State: AZ Zip: 85281 Phone: 8008580519 Email:	constructor	1000002700	667261	rubber surfacing
Name: Western gardens landscaping Address: 4616 pannonia rd City: carlsbad State: ca Zip: 92008 Phone: 7607201459 Email:	constructor	1000004289	662550	landscaping
Name: Address: City: State: Zip: Phone: Email:				
Name: Address: City: State: Zip: Phone: Email:				

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

# City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: [TJCox@sandiego.gov](mailto:TJCox@sandiego.gov)  
Phone No. (619) 533-3033

## ADDENDUM A



**FOR**

## CANYONSIDE COMMUNITY PARK IMPROVEMENTS

BID NO.: K-19-1776-DBB-3  
SAP NO. (WBS/IO/CC): S-12004  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 6  
PROJECT TYPE: GA

---

**BID DUE DATE:**

**2:00 PM  
APRIL 11, 2019**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. In the Play Area Surfaces specs, at the end of section 1 - 1.5 (pg. 213 of the bid packet) it calls for TPV granules in a 0.5 - 1.5 mm sizing (equal to a "Supreme" system). In 1 - 1.11.2.C it calls for TPV granules of 1 - 4 mm (standard sizes).

A1. TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 0.5 – 1.5 mm.

Q2. For the proposed parking lot, the plans show a net export of 1,950 CY. However, an independent take-off shows the export will be approximately 9,800 CY for the proposed parking lot design alone. Will pay adjustments be established for quantities beyond those stated on the plans?

A2. The contractor shall be responsible for determining their own earthwork quantities for bidding, contract, and construction purposes as conveyed on the grading quantity note on Sheet 6 of the plans.

## **C. CLARIFICATIONS**

1. An alternate set of project plans have been provided for quantity takeoff and bidding purposes only. These plans shall not be used for construction. You may access the files at the location below:

<https://filecloud.sandiego.gov/url/1776addenduma>

James Nagelvoort, Director  
Public Works Department

Dated: *April 9, 2019*  
San Diego, California

JN / RWB / br

# City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: [TJCox@sandiego.gov](mailto:TJCox@sandiego.gov)  
Phone No. (619) 533-3033

## ADDENDUM B



**FOR**

## CANYONSIDE COMMUNITY PARK IMPROVEMENTS

BID NO.: K-19-1776-DBB-3  
SAP NO. (WBS/IO/CC): S-12004  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 6  
PROJECT TYPE: GA

---

**BID DUE DATE:**

**2:00 PM  
APRIL 23, 2019**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

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

**B. PLANS**

1. To Plan Set 39143-06-D, Parking Lot Grading and Drainage Plan, "GRADING QUANTITIES", DELETE in its entirety and SUBSTITUTE with the following:

GRADING QUANTITIES

EXPORT: 9000 CY

NOTE: Earthwork quantities do not reflect special conditions that may be encountered during construction and are for reference only. Since the engineer cannot control the exact method or means used by the contractor during grading operations, nor can the engineer guarantee the exact soil condition over the entire site, the engineer assumes no responsibility for final earthquake quantities. The contractor shall be responsible for determining his own earthwork quantities for bidding, contract, and construction purposes.

James Nagelvoort, Director  
Public Works Department

Dated: *April 11, 2019*  
San Diego, California

JN / RWB / br

**Bid Results**

**Bidder Details**

**Vendor Name** JMJ Construction  
**Address** 30724 Benton Rd C302-593  
 winchester, CA 92596  
 United States  
**Respondee** jordan moisa  
**Respondee Title** president  
**Phone** 562-318-4733 Ext.  
**Email** jmjconstruction@me.com  
**Vendor Type** LAT,MALE,DBE,CADIR,PQUAL  
**License #** 938561  
**CADIR** 1000010912

**Bid Detail**

**Bid Format** Electronic  
**Submitted** April 23, 2019 1:38:25 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 174449  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
pending	pend actions.pdf	Contractor's Certification of Pending Actions
mandatory	man discl.pdf	Mandatory Disclosure of Business Interests Form
subs	subcon.pdf	Subcontractor Listing (Other Than First Tier)
bid bond	canyonside bid bond.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
<b>Main Bid</b>						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$12,500.00	\$12,500.00	
2	Construction of Canyonside Community Park Improvements per Plans numbered 39143-01-D through 39143-14-D, inclusive, and these specifications, including but not limited to the children's play area, parking area, drainage improvements, hardscape and all necessary demolition, clearing & grubbing, special inspections, permits and fees.					
	238990	LS	1	\$809,000.00	\$809,000.00	
3	Archaeological and Native American Monitoring Program					
	541690	LS	1	\$30,000.00	\$30,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$8,000.00	\$8,000.00	
5	SWPPP Development					
	541330	LS	1	\$5,000.00	\$5,000.00	
6	SWPPP Implementation					
	561730	LS	1	\$25,000.00	\$25,000.00	
7	SWPPP Permit Fee (EOC Type I)					
	541330	AL	1	\$500.00	\$500.00	
8	Mobilization					
	238990	LS	1	\$75,000.00	\$75,000.00	
9	Field Orders (EOC Type II)					
		AL	1	\$63,750.00	\$63,750.00	
10	Biological Monitoring and Reporting					
	541330	LS	1	\$12,500.00	\$12,500.00	
				<b>Subtotal</b>	<b>\$1,041,250.00</b>	
				<b>Total</b>	<b>\$1,041,250.00</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
<b>Western Gardens Landscaping, Inc.</b> 4616 Pannonia Rd. Carlsbad, CA 92008 United States	landscaping	662550	1000004289	\$175,000.00	CADIR,ELBE
<b>Robertson Industries, Inc</b> 2414 West 12th St, Suite 5 Tempe, AZ 85281 United States	rubber surfacing	667261	1000002700	\$75,000.00	CADIR



Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	JMJ Construction - Unit Price	JMJ Construction - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$12,500.00	\$12,500.00
2	Main Bid	238990	Construction of Canyonside Community Park Improvements per Plans numbered 39143-01-D through 39143-14-D, inclusive, and these specifications, including but not limited to the children's play area, parking area, drainage improvements, hardscape and all necessary demolition, clearing & grubbing, special inspections, permits and fees.	7-3.1	LS	1	\$809,000.00	\$809,000.00
3	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LS	1	\$30,000.00	\$30,000.00
4	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$8,000.00	\$8,000.00
5	Main Bid	541330	SWPPP Development	1001-3.7	LS	1	\$5,000.00	\$5,000.00
6	Main Bid	561730	SWPPP Implementation	1001-3.7	LS	1	\$25,000.00	\$25,000.00
7	Main Bid	541330	SWPPP Permit Fee (EOC Type I)	1001-3.7	AL	1	\$500.00	\$500.00
8	Main Bid	238990	Mobilization	7-3.4.1	LS	1	\$75,000.00	\$75,000.00
9	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$63,750.00	\$63,750.00
10	Main Bid	541330	Biological Monitoring and Reporting	802-4	LS	1	\$12,500.00	\$12,500.00
								\$1,041,250.00
							<b>Total</b>	<b>\$1,041,250.00</b>