

ORIGINAL

City of San Diego

CONTRACTOR'S NAME: PCL Construction Services, Inc.
ADDRESS: 4350 Executive Drive, Suite 270 Suite 100, San Diego, CA 92121
TELEPHONE NO.: (858) 229-7983 **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
J. Grotzinger / M. Antwan / R. Sigston

BIDDING DOCUMENTS



FOR

MIRA MESA COMMUNITY PARK PHASE II IMPROVEMENTS

BID NO.: K-24-2197-DBB-3-A-C
SAP NO. (WBS/IO/CC): L-16002.1
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 6
PROJECT TYPE: BE, BH, GA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

BID DUE DATE:

**2:00 PM
FEBRUARY 13, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DOCUMENT NO. 315562
FILED JUN 03 2024
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

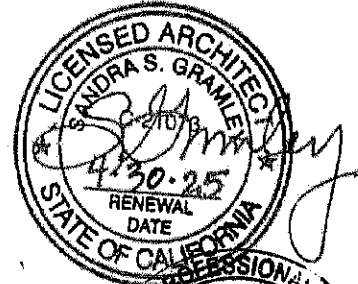
ENGINEER OF WORK

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

Sandra Gramley
1) Registered Architect

1-2-2024
Date

Seal:



[Signature]
2) For City Engineer

1/02/24
Date

Seal:

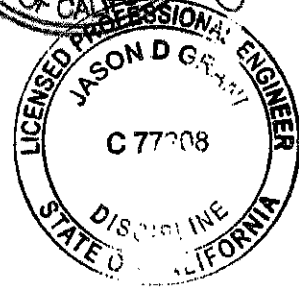


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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Mira Mesa Community Park Phase II 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 **\$35,600,000**.
4. **BID DUE DATE AND TIME ARE: FEBRUARY 13, 2024, at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**
7. **BUSINESS COOPERATION TAX PROGRAM:**

You must exercise your right to obtain a California State of Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible Bradley-Burns Uniform Local Sales and Use Tax (Use Tax) to the City. In addition, you will ensure that all eligible subcontractors will exercise their right to obtain this BOE sub-submit and allocate all eligible Use Tax to the City. The City will not issue a notice to proceed unless you and your eligible subcontractors have obtained this sub-permit from the BOE. More information on obtaining this permit can be found by contacting the local BOE office.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 8.1. 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	7.8%
2. ELBE participation	10.0%
3. Total mandatory participation	17.8%
 - 8.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

8.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

8.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

8.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

9. PRE-BID MEETING:

9.1. ENCOURAGED ONLINE PRE-BID MEETING:

Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Wednesday, January 24, 2024**, at **10:00 AM** (PDT) at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 210 827 754 492

Passcode: AWor4g

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 945-468-5511,,327849473#](#) United States, Dallas

Phone Conference ID: 327 849 473#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

10. AWARD PROCESS:

- 10.1.** 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.
- 10.2.** 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.
- 10.3.** 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.
- 10.4.** The low Bid will be determined by the Base Bid plus all the Alternates.
- 10.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid plus one or more Alternates.

11. SUBMISSION OF QUESTIONS:

- 11.1.** The Director (or Designee) of the Purchasing & Contracting 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:
JEEspindola@sandiego.gov
- 11.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3.** 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.
- 11.4.** 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.

12. PHASED FUNDING: This contract may be subject to phased funding, for Conditions, see Attachment B.

13. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 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>
- 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division 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>

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”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</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 **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed

shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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 alternate items, bidder shall use the provided "**Subcontractors For Alternates**" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

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 amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 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 Purchasing & Contracting Department, Public Works Division.
- 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. By 5PM, 1 working day after the bid opening date, all 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 by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

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.
- 20.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

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 by 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 herein and in the Notice of Intent to 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:

PCL Construction Services, Inc., a corporation, as principal, and Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual 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 Forty Three Million Three Hundred Eight Thousand One Hundred Twenty Seven Dollars and Zero Cents (\$43,308,127.00) for the faithful performance of the annexed contract, and in the sum of Forty Three Million Three Hundred Eight Thousand One Hundred Twenty Seven Dollars and Zero Cents (\$43,308,127.00) 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: [Signature]
Print Name: Matthew Vespi
Chief Financial Officer

Mara W. Elliott, City Attorney
By: Dana Fanchild
Print Name: Dana Fanchild
Deputy City Attorney

Date: 6/27/2024

Date: 7/10/2024

CONTRACTOR PCL Construction Services, Inc.

Federal Insurance Company
Travelers Casualty and Surety Company of America
Berkshire Hathaway Specialty Insurance Company
SURETY Liberty Mutual Insurance Company

By: [Signature]
Print Name: David Clarke

By: [Signature]
Attorney-In-Fact
Print Name: Christina L. Sandoval

Date: April 3, 2024

Date: April 2, 2024
202B Hall's Mill Road, Whitehouse Station, NJ 08889
One Tower Square, Bond/SPB, Hartford, CT 06183
1314 Douglas Street Suite 1400, Omaha NE 68102
175 Berkeley Street, Boston, MA 02116

Local Address of Surety

908-903-2000; 203-277-0111; 402-916-3000; 617-357-9500

Local Phone Number of Surety

\$210,044.00

Premium

K41867486; 107904850; 47-SUR-300199-01-0148; 285074590

Bond Number



April 2, 2024

Shane Lundeberg
PCL CONSTRUCTION SERVICES, INC.
655 N. Central Avenue, Suite 1600
Glendale, CA 91203

RE: THE CITY OF SAN DIEGO
Bond #: 107904850, 285074590, 47-SUR-300199-01-0148, K41867486
Project: Mira Mesa Community Park Improvements Phase II; K-24-2197-DBB-3-A-C
Contract Amount: \$43,308,127.00

Dear Shane Lundeberg:

Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. Bond executed in 1 counterparts.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

Tara Maquinto
Record #: 2944784

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

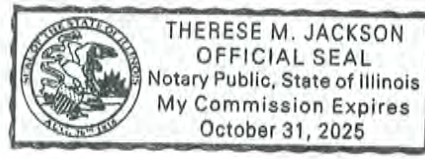
County of DuPage

On 2nd day of April, 2024, before me, Therese M. Jackson, Notary Public, personally appeared Christina L. Sandoval who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Richard Casas, Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Therese M. Jackson, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, Tara A. Maquinto, James B. McTaggart, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh, Sandra M. Winsted and Dartonya Wright of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of December, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

On this 21st day of December, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 2, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRISTINA L SANDOVAL** of **CHICAGO**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

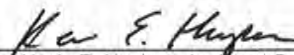
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **April**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Power Of Attorney

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Tara A. Maquinto, Susan A. Welsh, Sandra M. Winsted, Derek J. Elston, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Christina L. Sandoval, Aerie Walton, Bartłomiej Siewierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Paraison, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Dartonya Wright, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 2, 2024.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



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

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

Certificate No: 8211417-285057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron D. Griffin; Aerie Walton; Bartlomiej Siepierski; Christina L. Sandoval; Christopher P. Troha; Corinne Chapman; Dartonya Wright; Derek J. Elston; James B. McTaggart; Jean Torres; Jennifer L. Jakaitis; Jessica B. Dempsey; Judith A. Lucky-Eftimov; Kristin L. Hannigan; Melissa L. Fortier; Nicholas Kertesz; Rachel Fore; Richard Casas; Roger Paraison; Samantha Chierici; Sandra M. Winsted; Susan A. Welsh; Tara A. Maquinto; Therese M. Jackson

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February, 2024.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of February, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

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

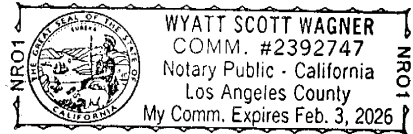
State of California
County of Los Angeles)

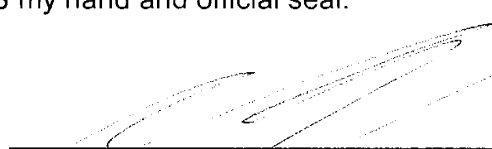
On April 3rd, 2024 before me, Wyatt Scott Wagner, Notary Public
(insert name and title of the officer)

personally appeared David Clarke,
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  (Seal)

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- SCOPE OF WORK:** Construction of Mira Mesa Community Park Phase II Improvements per Plans numbered **42010-001-D** through **42010-524-D**, inclusive, **Appendix J - Public Art Installation**, and these specifications, shall include, and not be limited to, the construction of an Aquatic Center and related site/stormwater work as part of the Base Bid. The center includes a one-story 6,290 SF locker/toilet/community room/office building and a one-story 2,867 SF pool equipment building containing storage space, single-occupant toilet rooms & other support spaces in addition to the pool equipment. It also includes two pools, a splash pad, and all related hardscape, landscape, parking, stormwater mitigation & public art. Additional work is required on-site, as required, to make the Base Bid functional as specified in the Plans, Contract Documents, Technical Specifications, and SSP.

Additive Alternate #1 is a remodel of the existing Gil Johnson recreation center. Repair/replacement of rotten wood and repainting of the exterior are included. Existing toilets will be demolished & replaced with accessible ones. New millwork, replacement of finishes in some spaces, and mechanical, electrical, and plumbing work in some spaces is also included.

Additive Alternate #2 includes playground equipment with hardscape, landscape & other related site work.

Additive Alternate #3 includes the reconfiguration of site playing fields, sports lighting, equipment, and other related site work.

Additive Alternate #4 includes an all wheels plaza, shade structure, and related hardscape/landscaping & other related site work.

- 1.1.** The Work shall be performed in accordance with:

- 1.1.1.** The Notice Inviting Bids, Plans numbered **42010-001-D** through **42010-524-D**, inclusive, and **Appendix J - Public Art Installation**.

For Plans numbered **42010-001-D** through **42010-524-D** refer to the link below:

<https://drive.google.com/drive/folders/1S-pn6-y0M3LplhX5NHlan74ULTxzwP0Z?usp=sharing>

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

See **Appendix E - Location Map**
- CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **525 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. Contractor's failure to perform any of the following may result cancelling the 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 of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-24-2197-DBB-3-A-C

CONTRACT OR TASK TITLE: Mira Mesa Community Park Phase II Improvements

CONTRACTOR: PCL Construction Services, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	All work in the project. Base Bid plus all four (4) alternates.	NTP	Contract Duration	\$ 43,308,127.00
2				\$
3				\$
Contract Total				\$ 43,308,127.00

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

PRINT NAME: Tony Perez
Construction Senior Engineer

Signature: Tony Perez

Date: 3/28/2024

PRINT NAME: Juliana Grotzinger for Kevin Oliver
Design Senior Engineer

Signature: Juliana Grotzinger

Date: 3/27/2024

CONTRACTOR

PRINT NAME: Lucas Malloy

Title: Area Manager

Signature: Lucas Malloy

Date: 3/29/24

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 - List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
 - a) Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following: 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 2. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 3. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOC to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOC review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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 1.11. 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 **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The Contractor shall obtain the following permits:
 - a) DSD Building Permit
 - b) Deferred Submittal Aquatic Building Roof Screen System
 - c) Deferred Submittal Fire Alarm System
 - d) Deferred Submittal Pre-Fabricated Shade Structure All Wheels Plaza
 - e) Deferred Submittal Custom Single Off Set Canti Sail Shade Structures Children's Play Areas

- f) Separate Submittal Public Art
- g) DEH Permit
- h) San Diego Fire-Rescue Department Hazardous Material Permit
- i) SDG&E Fee Allowance

2-2.3 Payment. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for procuring permits listed in section 2-2 of this SSP is included in the bid item for **“Permits (EOC Type I)”**

ADD:

2-10.2.5 Dispute Resolution Board.

1. If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used.
2. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City’s alternative dispute resolution process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association or any other such neutral organization selected by the City hereinafter called the “Administrator”. Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.
3. To initiate the DRB procedures, the parties shall jointly execute and file a “Submission to Dispute Resolution Board Procedures” request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator will furnish to the parties a list of individuals skilled in dispute resolution and that have expertise in construction from which to select for the Dispute Resolution Board.
4. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator and shall strike out any individuals to which the parties have any factual objections to and shall number the remaining individuals in preference order. The Administrator will appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The self performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

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) Geotechnical Evaluation dated July 3, 2019 by Ninyo & Moore.
 - b) Noise Technical Memorandum dated August 10, 2022 by Kimley Horn.
 - c) Noise Impact Analysis dated March 28, 2005 by EDAW, Inc.
 - d) 7581 Completed Asbestos Inspection Mira Mesa Rec Rehabilitation dated September 10, 2018 by ALMP- City of San Diego.
 - e) Letter Update to Geotech Report dated February 6, 2023.
6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1F6_7j4-Zihb8P7dljlHE9YfRmSwafEEX

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

3-10 SURVEYING (DESIGN-BID-BUILD).

3-10.1 General.

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City.

1. Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
 - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
 - b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.

- c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

3-10.3 Payment.

- 1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

SECTION 4 - CONTROL OF MATERIALS

4-3.4 Specialty Inspection Paid for by the Contractor. To the "WHITEBOOK", ADD the following:

- 2. The specialty inspections required are listed as follows:
 - a) Third party playground safety audit
 - b) Suspended ceiling systems
 - c) Fire alarm system to be tested in presence of the fire AHJ
 - d) Pool concrete and shotcrete
 - e) Anchors pool chemical tank

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 issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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.

5-4.2.3 Workers’ Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers’ Compensation Insurance as required by the state of California, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California’s Workers’ Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.6

Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

5-4.2.8

Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.

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 three years after completion of the Project or termination of the 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 here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance

Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

4. The **90 Calendar Day** 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".

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", Item 1, ADD the following:

- a) Third party playground safety audit
- b) Suspended ceiling systems
- c) Fire alarm system to be tested in presence of the fire AHJ
- d) Pool concrete and shotcrete
- e) Anchors pool chemical tank

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Mitigated Negative Declaration for Carroll School Park (AKA Mira Mesa Community Park Expansion)**, Project No. **36762**, 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, unless separate bid items have been provided.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

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

6-6.2.4.1 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUE with the following:

1. The Work for paleontological mitigation and related excavation shall be paid under the Allowance Bid item for "**Paleontological Mitigation and Excavation**". Excavation Work over 10 feet (3 m) deep or, as determined by the paleontologist, of areas outside of the trench for further recovery of fossils (test pits) shall be included in this Bid item.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the

value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the “WHITEBOOK”, ADD the following:

3. The Lump Sum Bid item for **“Construction of Mira Mesa Community Park Phase II Improvements per Plans numbered 42010-001-D through 42010-524-D”**, inclusive, and these specifications shall include, and not be limited to, the construction of an aquatic center and related site/stormwater work. The center includes a one story 6,290 sf locker/toilet/community room/ office building and a one story 2,867 sf pool equipment building containing storage space, single occupant toilet rooms & other support spaces in addition to the pool equipment. Two pools, a splash pad and all related hardscape, landscape, parking, stormwater mitigation & public art included in the base bid. Additional work is required on site as required to make the base bid functional as specified in the Plans, Contract Documents, and Technical Specifications and SSP.

4. The Lump Sum Bid item for the **“Public Art Installation”** as part of the Mira Mesa Community Park Phase II Improvements refer to **Appendix J - Public Art Installation**, and these specifications, shall include, and not be limited to install the Artwork, as shown in the Artwork construction plans, Mira Mesa Canopy Structural Calculations prepared by Kingworks Structural Engineers dated 12/12/2022, and technical specifications. The Artwork is being fabricated off-site, and the Artist and the Artist’s subcontractors will transport the Artwork to the park. The Contractor must account for time and materials necessary for coordinating with the Artist and the Artist’s subcontractors on the integration of the public Artwork throughout the duration of the project. The Artwork is a “Tnemec”-coated, mild steel pavilion detailed in the Artwork construction plans, including lighting and securitized electrical outlet, to be sited permanently between the playgrounds in the northwest section of the park.
5. The Lump Sum Bid item for **“Noise Monitoring”** includes payment to verify sound attenuation measures to be incorporated in accordance with the updated noise memo.
6. The Lump Sum Bid item for **“PSA System and CCTV System”** includes payment for PSA system to include door access control by Essex or approved equal, Intercom by Aiphone or approved equal, PA interior Speakers by Bogen or approved equal, Exterior long range Speakers by LRAD Speakers or approved equal. CCTV System by Bay Alarm, SilverStrand, Halcyon, Seimens or approved equal. The conduits & other required infrastructure is provided in the project's Electrical Plans.
7. The Lump Sum Bid Item **“Geotech Monitoring”** includes payment for geotechnical monitoring during construction performed by Ninyo & Moore Geotechnical and Environmental Sciences Consultants or approved equal.
8. The Lump Sum Bid item for **“Alternate 1 - Existing Recreation Center Remodel”** includes a remodel of the existing Gil Johnson Recreation Center. Repair/replacement of rotten wood and repainting of the exterior are included. Existing toilets will be demolished & replaced with accessible ones. New millwork, replacement of finishes in some spaces, and mechanical, electrical, and plumbing work in some spaces is also included as specified in the Plans, Contract Documents, Technical Specifications and SSP.
9. The Lump Sum Bid item for **“Alternate 2 - Playground Improvements”** includes payment for playground equipment with hardscape, landscape & other related site work, as specified in the Plans, Contract Documents, Technical Specifications and SSP.
10. The Lump Sum Bid item for **“Alternate 3 - Softball Complex Improvements”** includes payment for the reconfiguration of site playing fields, sports lighting, equipment and other related site work, as specified in the Plans, Contract Documents, Technical Specifications And SSP.

11. The Lump Sum Bid item for **“Alternate 4 - All Wheels Plaza”** includes payment for All Wheels Plaza shade structure and related hardscape/landscaping & other related site work, as specified in the Plans, Contract Documents, Technical Specifications and SSP.

For additional information regarding the breakdown of work in the Base Bid and Alternates, see Sheet G-010 part of the set of Plans numbered **42010-001-D** through **42010-524-D**.

12. The Lump Sum Bid item for **“Handling and Disposal of Asbestos and Lead Materials”** includes payment of handing and disposal of Asbestose and lead containing materials. Please refer to 7581 Completed Asbestos Inspection Mira Mesa Rec Rehabilitation for instructions on handling and disposal of Asbestos and Lead Materials . Asbestos is present in the kitchen flooring, all flooring mastics under floor tiles, and all drywall. Lead-based paint was found on all door frames of the gym. The contractor awarded the project will need to have an abatement contractor certified to remove asbestos and lead. The City Asbestos, Lead and Mold Program Team (ALMP) will review submittal documents and contractor licensing prior to the start of work and then provide any clearance testing needed to complete the renovations.
13. The Allowance Bid item for **“Alternate 1 - Existing Recreation Center Under Slab Leak Identification and Repair”** shall include, and not be limited to the work and materials required to identify and repair the existing recreation center under slab leak as specified in the Plans, and Contract Documents. The extent of pipe, slab demo, wall/finish repair and other items are unknown.
14. The Allowance Bid item for **“Alternate 1 - Existing Recreation Center Ceiling Tiles Repair and Painting”** shall include, and not be limited to the work and materials to repair all damaged tiles and paint all new and existing tiles white as specified in the Plans and Contract Documents. The number of ceiling tiles requiring repair or replacement is unknown and the area of ceiling tiles to be painted is not given.
15. The Allowance Bid item for **“Alternate 1 - Existing Recreation Center Exterior Rotting Beams and Fascia Board Repair/Replacement”** shall include, and not be limited to the work and materials necessary to repair exterior rotting beams and fascia board as specified in the Plans, and Contract Documents. The extent of deteriorated wood at existing exterior portions of glulam beams that will require repair, consolidation, wood filler and/or patching is unknown. It is also likely that some beams will need to be cut off back to the face of the building and a new exterior section of beam added. A detail for this will be provided as an ASI after award of bid.

7-3.9 Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “**Field Orders**” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the “WHITEBOOK”, ADD the following.

1. Provide a Class “D” Field Office.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

ADD:

201-11 PRECAST CONCRETE WHEEL STOPS.

Precast concrete wheel stops shall be as manufactured by American Precast Concrete Inc., Oldcastle Infrastructure, Jensen Precast, or approved equal. Install 6’ Precast Concrete Wheel Stop as specified in these Special Provisions, and as shown on the Plans.

201-11.1 Payment.

Payment for **wheel stops** shall be included in the Contract Lump Sum Price for “**Construction Of Mira Mesa Community Park Phase II Improvements per Plans Numbered 42010-001-D through 42010-524-D**” and shall include full compensation manufacturing, transportation, and installation, complete-in-place at the Project Site. No other payments shall be made therefor.

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 **General.** To the “WHITEBOOK”, ADD the following:

10. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements called out on the Plans to be removed and/or disposed of, including, but not limited to, excess soil, pavement, playground equipment, playground sand, playground edging, playground surfacing, basketball court & equipment, lights and pull boxes, drinking fountains, fencing, concrete mow curb, concrete pads, picnic tables, shade structure and footings, sidewalk to nearest joint, curb and gutter, pedestrian curb ramps, signs and sign posts, monument signs, electrical conduit & equipment, telephone conduit, trees, waterlines, vegetation and all other existing improvements that are shown on the Plans for removal or are in conflict with the installation of work shown on the Plans, directed by the Resident Engineer to be removed, or otherwise required to perform the work which are not designated as separate bid items or which are not included in other bid items.

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of Salvaging and/or Re-Installing/Relocating Existing Improvements, as called out on the Plans and necessary to accomplish the Work.

300-1.4 **Payment.** To the “WHITEBOOK”, ADD the following:

3. Payment for **Clearing and Grubbing** shall be included in the Contract Lump Sum Price for **“Construction Of Mira Mesa Community Park Phase II Improvements” per Plans Numbered 42010-001-D through 42010-524-D** and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.
4. Payment for **Preservation of Property** shall be included in the Contract Lump Sum Price for **“Construction Of Mira Mesa Community Park Phase II Improvements” per Plans Numbered 42010-001-D through 42010-524-D**. No other payments shall be made therefor.
5. Payment for **Removing and Salvaging and/or Relocating/Reinstalling Existing Improvements** shall be included in the Contract Lump Sum Price for **“Construction Of Mira Mesa Community Park Phase II Improvements” per Plans Numbered 42010-001-D through 42010-524-D**. No other payments will be made therefor.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-15 PAYMENT.

306-15.1 General. To the "WHITEBOOK", item 1, ADD the following:

- q) storm drain cleanouts per SDSW-101
- r) saddled water service connections
- s) hose bibs with locking key and vacuum breakers
- t) sewer cleanouts per SDS-102

SECTION 402 - UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix H - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

SECTION 800 - MATERIALS

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "i", ADD the following:

Type 9 Mulch shall be 3 inches maximum in size.

ADD:

800-1.2.7 Soil Amendments

A. Bid Mix for Shrub Areas:

Soil Amendments Bid Mix shall be the following per 1000 square feet:

1. 6 cu. yds. nitrogen stabilized organic amendment 'humic compost' by Agri-service (8000-262-4167) or approved equal.
2. 40 lbs. gro-power plus.
3. 100 lbs. gypsum.
4. 6 lbs. ferrous sulfate.
5. 4 lbs. triple superphosphate.
6. 4 lbs. potassium phosphate.

B. Bid Mix for Plant Pit Backfill Areas:

Planting and Backfill Mix for plant pits shall be as follow per cubic yard:

1. 70% of native soil.
2. 30% nitrogen stabilized organic amendment 'humic compost' by agri-service (8000-262-4167) or approved equal.

3. 16 lbs. gro-power plus.
4. 2 lbs. ferrous sulfate.
5. ¼ lbs. triple superphosphate.
6. ¼ lbs. potassium phosphate.

Thoroughly blend the above at a central on-site location prior to use. The ferrous sulfate should not contact paving surfaces as staining will result.

Per WHITEBOOK Section 801-2.2.1 General, Item 5, to be mixed into the top 8" of soil for all planting areas throughout the site except on slopes 2:1 or steeper.

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.

802-4 Payment. To the WHITEBOOK, item 1, sub item d), DELETE in its entirety and SUBSTITUTE with the following:

- d) The payment for Biological Monitoring and Reporting throughout installation and the PEP includes the payment for the Project Biologist when required and shall be included in the lump sum Bid item for "Biological Monitoring and Reporting". Biological monitoring is needed if Vegetation Removal would Occur During Nesting Season.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 2.**

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 I - SWPPP Construction BMP Maintenance Log.**

SECTION 1002 – PERMANENT BEST MANAGEMENT PRACTICES (BMPs)

ADD:

1002-9

STORMWATER PUMP STATION.

1002-9.1

General.

1. Contractor shall furnish a package type pre-engineered pump station wet well and valve vaults that will consist of a cylinder (diameter per plans) made of either fiberglass or concrete with factory installed pipe, hatch, vent, and conduit openings.
2. Pump stations shall contain the number of pumps indicated on the plans of the flow rate and total dynamic head as indicated on the Plans. Pumps shall be Flygt heavy duty, non-clog submersible pumps or approved equal.
3. Control panel shall be a stand-alone control panel with mounting hardware to mount to a building wall or on a pedestal. Control panel shall be a NEMA 4X enclosure.
4. Pump station appurtenances shall include:
 - a. Stainless steel guide bar bracket and cable holder hooks
 - b. Check valve and shutoff valve internal to the wet well as indicated on the Plans
 - c. Vent piping
 - d. Influent and effluent pipe connections and orientations as indicated on the Plans
 - e. Pressure transducer and backup level floats
 - f. Aluminum access hatch with fall protection grating
 - g. Power and Communication Cables

1002-10

STORMWATER STORAGE SYSTEM.

1002-10.1

General.

1. Contractor shall furnish an underground stormwater storage system that shall consist of a series of 84-inch Steel Reinforced Polyethylene (SRPE) pipes manifolded together.

2. Contractor shall furnish all labor, materials, equipment, and incidentals necessary to install the SRPE system, appurtenances, and incidentals in accordance with the Plans and as specified herein.
3. Material Properties and Standards
 - a. ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage"
 - b. AASHTO Designation MP-20 Section
 - c. ASTM D3350 "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials"
 - d. ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals"
 - e. ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications"

1002-10.2 Submittals.

1. Site layout drawings, product specifications, materials, hydraulic storage data and supported calculations of proposed alternatives shall be submitted to the Engineer for review and approval.
2. Shop drawings shall be annotated to indicate all materials to be furnished and installed under this section, and all applicable standards for materials, required tests of materials and design assumptions for structural analysis:
 - a. Before installation of the SRPE system, Contractor shall obtain the written approval of the EOR for the stormwater system and the installation drawings.
3. All proposed alternatives to the SRPE system shall conform to applicable above referenced AASHTO and ASTM specifications.
4. Any proposed deviation from the design shown on the Plans requires, but is not limited to, submittal of the following: material, footprint, a summary report on stage-storage curves, design calculations, HydroCAD modeling and engineering drawings signed and stamped by a California- licensed Civil Engineer.

1002-10.3 Materials.

1. SRPE shall be manufactured in accordance with the applicable requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non- Pressure Drainage and Sewerage".
2. Virgin high density polyethylene stress-rated resins are used to manufacture SRPE pipe and complimentary fabricated fittings. Resins shall conform to the

minimum requirements of cell classification 345464C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials".

3. Pipe lengths shall be joined on site using coupling bands, bell & spigots, or welded couplers especially designed for SRPE pipe. Joints shall meet one of the performance levels as required and specified:
 - a. Soil Tight Joints shall be plain ended SRPE pipe with Aluminized Type 2 (or optional Polymeric coated) CMP coupling bands and elastomeric gaskets.
 - b. High Performance (HP) Joints shall be gasketed, bell and spigot joints where both the bell and spigot are reinforced with steel that is fully encased in stress-rated high-density polyethylene (meeting the requirements set forth in the above Material Properties paragraph) and that have been laboratory tested to 10.8 psi in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals".
 - c. Welded Coupler (WC) Joints shall utilize plain ended SRPE pipe joined by extrusion welded couplers. Welded couplers to be installed by Contech authorized service provider. Contractor is responsible for providing a clean, dry surface for welding as described in the Contech "SRPE Steel Reinforced PE Technology Installation Guide". The field installed welded couplers shall be capable of successfully passing field leakage testing as described in the "Contech SRPE Detention Post Installation Leak Testing Procedure".
 - d. The manufacturer of the SRPE system shall be one that has regularly been engaged in the engineering design and production of these systems and which has a history of successful production, acceptable to the Engineer.
 - e. Sampling, testing, and inspection of polyethylene resin, metal sheets and coils used for manufacturing the SRPE system shall be in accordance with to the above applicable referenced specifications. All fabrication of the product shall occur within the United States.

1002-11 STORMWATER PUMP STATION.

1002-11.1 General.

1. Excavation and backfill for Pump Station installation shall conform to Standard Specification Section 300-3. Upon completion of excavation and dewatering, the subgrade at the bottom of the excavation shall be smoothed and adjusted for grade. The excavation bottom subgrade shall be compacted to a minimum of 95% relative compaction.

2. Testing shall conform to the following requirements:
 - a. Pumps: The pump and power cord shall be visually inspected for imperfections, cuts or nicks.
 - b. Contractor to refer to manufacturer's specifications for testing procedures.
 - c. The pump shall have a ground continuity check.
 - d. Oil is added, and the pump is run. Voltage and current are monitored visually, electronically, and the tester listens for any noise or malfunction.
 - e. Contractor to fill wet well with potable water to allow each pump to cycle a minimum of five times. The alarm system should be cycled a minimum of three times.
 - f. Contractor to coordinate with the City Maintenance Department for inspection of the pump operation. The City's lead plumber and lead electrician (or designates) shall be present during startup and testing.
 - g. Contractor shall be responsible for providing water for use in testing the operation of the pump station.
 - h. Contractor shall be responsible for obtaining acceptance from the City for discharging of testing water to the downstream drainage system.
3. The Contractor shall assemble an operations and maintenance manual for the pump stations and provide 2 copies to the City.

1002-11.2 Payment.

Payment for **Stormwater Pump Station** shall be included in the Contract Lump Sum Price for "**Construction Of Mira Mesa Community Park Phase II Improvements" per Plans Numbered 42010-001-D through 42010-524-D** and shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals and for doing all the work (including excavation, shoring, dewatering, backfill, pump station installation, valve vault installation, piping, concrete, testing and commissioning, all electrical work, valves, and force main), complete-in-place, as specified in these Special Provisions, and as shown on the Plans.

1002-12 STORMWATER STORAGE SYSTEM.

1002.12.1 General.

1. The SRPE system installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with Table 1 and product-specific recommendations.
2. Excavation and backfill for 84-inch HDPE Stormwater Storage System shall conform to Standard Specifications Section 300-3. Upon completion of

excavation and dewatering, the subgrade at the bottom of the excavation shall be smoothed and adjusted for grade. The excavation bottom subgrade shall be compacted to a firm and unyielding firm and unyielding condition to the extent practicable without soil amendment or other special preparation. Stormwater Storage System shall be laid on a bed of filter fabric and crushed rock as shown on the Plans and conforming to this Specification. The bedding material shall be leveled and compacted to a firm and unyielding condition prior to installation of the system.

3. 84-inch HDPE Stormwater Storage System installation shall conform to the details shown on the Plans and shall include the installation of the bedding, pipes, manifolds, access manholes and pipe connections.

1002-12.2 Payment.

Payment for **Construct Stormwater Storage System** shall be included in the Contract Lump Sum Price for **“Construction Of Mira Mesa Community Park Phase II Improvements per Plans Numbered 42010-001-D through 42010-524-D”** and shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals and for doing all the work (including excavation, shoring, dewatering, backfill, installation, piping, concrete, complete-in-place, as specified in these Special Provisions, and as shown on the Plans.

TECHNICALS

For Technical Specifications, please refer to the following link:

<https://drive.google.com/drive/folders/1UsQEbgqG5Dpciiq5j3ISCIZUOoSEbssZ?usp=sharing>

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
MITIGATED NEGATIVE DECLARATION



ADVANCED PLANNING &
ENGINEERING DIVISION
(619) 446-5460

MITIGATED NEGATIVE DECLARATION

Project No. 36762
SCH No. Not Applicable

SUBJECT: CARROLL SCHOOL PARK (AKA MIRA MESA COMMUNITY PARK EXPANSION:
COUNCIL APPROVAL to provide new and enhanced facilities within an approximately 27.82-acre existing community park. Proposed amenities include an aquatic center with two pools, a new recreation center building, a skate plaza, and outdoor basketball courts, baseball fields with associated amenities, restrooms, and associated parking. The site is located at 8575 New Salem Street in the AR-1-2 Zone of the Mira Mesa Community Planning Area. Applicant: City of San Diego, Public Works Department ~~Park and Recreation~~ Department.

UPDATE: August 27, 2014. The MND was finalized and distributed on July 12, 2005. Since the time of the finalization of the MND, the environmental document was not certified. Therefore, in order to ensure that the analysis conducted for the 2005 MND is still valid, current documentation related to roadway segments and ADT counts were submitted to determine the adequacy of the Traffic Study prepared by Darnell & Associates, dated January 11, 2005 is applicable to current conditions.

City staff reviewed roadway segments counts taken between 2010 and 2011 that were included in the study area of the 2005 traffic study. The documentation provided identified a decrease in the ADT when compared to the 2005 traffic study of the five segments. The previous 2005 traffic study would continue to be applicable, as it is more conservative since the latest traffic volume counts are lower than those utilized in the 2004/2005 traffic study counts. Therefore, the traffic study was not required to be updated.

In addition, the environmental issue of greenhouse gas (GHG) emissions was not analyzed in the environmental document pursuant to the CEQA Guidelines in effect at the time the original 2005 MND was prepared. The following

discussion provides information to show that, while this issue was not analyzed to the level currently required, there is no new information available that would indicate that this issue would result in a new significant impact. Also, in 2010 revisions were made to City's standard mitigation templates, more specifically, the General Requirements and the Paleontological Resources. Consequently, the MMRP has been revised to reflect these updated measures.

In addition, revisions and/or minor corrections have been made to this document when compared to the final Mitigated Negative Declaration. More specifically, typographical errors and clarifications were made to the revised final environmental document.

There are no substantive changes when compared to the original final document and that the previous analysis conducted was still valid based on current conditions/circumstances. Taking into consideration the updated analysis conducted by Development Services Department, it was concluded that the project would not result in new impacts or changed circumstances that would require a new and/or a recirculated environmental document.

In accordance with the California Environmental Quality Act, Section 15073.5(c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modifications does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is the identification of new significant environmental impacts or the addition of a new mitigation measure required to avoid a significant environmental impact. The modifications within the environmental document do not affect the environmental analysis or conclusions of the Mitigated Negative Declaration. All revisions are shown in a ~~strikethrough~~ and/or underline format.

- 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: **NOISE** and **PALEONTOLOGICAL RESOURCES**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

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:

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, applicant t is also required to call RE and MMC at 858-627-3360

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) Number 36762 and/or Environmental Document Number 36762, 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.

NOTE: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required 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.

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>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</u>		
<u>Issue Area</u>	<u>Document Submittal</u>	<u>Associated Inspection/Approvals/Notes</u>
<u>General</u>	<u>Consultant Qualification Letters</u>	<u>Prior to Preconstruction Meeting</u>
<u>General</u>	<u>Consultant Construction Monitoring Exhibits</u>	<u>Prior to or at Preconstruction Meeting</u>
<u>Paleontology</u>	<u>Paleontology Reports</u>	<u>Paleontology Site Observation</u>
<u>Noise</u>	<u>Acoustical Reports</u>	<u>Noise Mitigation Features Inspection</u>
<u>Bond Release</u>	<u>Request for Bond Release Letter</u>	<u>Final MMRP Inspections Prior to Bond Release Letter</u>

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

Noise

Prior to the preconstruction meeting, staff shall verify the incorporation of sound attenuation measures as described in the *Mira Mesa Community Park Expansion Noise Impact Analysis, San Diego California*, prepared by EDAW, May 16, 2005. Specifically, the plans shall indicate a solid three-foot-high attenuation barrier located along the eastern edge of the skate plaza. The barrier shall be constructed of masonry block, wood frame with stucco, 0.5-inch-thick Plexiglas, 0.25-inch-thick plate glass, or other material with demonstrated ability to attenuate exterior noise levels at the ground floor to below 65 CNEL. If transparent barrier materials are used, no gaps shall be allowed between panels.

PALEONTOLOGICAL 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 Paleontological Monitoring have been noted on the appropriate construction documents.

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 paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain 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 has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution 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.

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, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological 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 paleontological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME 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 depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of PME and Construction Schedule – After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **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 PME.

2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV'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 Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery 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.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - 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. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP 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: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall

notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(1) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2) Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities 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 fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

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 forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum 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. 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 the RE via fax by 8AM on the next business day.
 - b. Discoveries – All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries – If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on 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 BL, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BL, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and 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 Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in

accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum 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 Fossil Remains

1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.

C. Curation of artifacts: Deed of Gift and Acceptance Verification

1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
4. 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 two copies of the Final Monitoring Report 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.

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PALEONTOLOGICAL RESOURCES

~~I. Prior to Permit Issuance or Bid Opening~~

~~A. Land Development Review (LDR) Plan Check~~

- ~~1. Prior to permit issuance or Bid Opening, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted.~~

~~on the appropriate construction documents.~~

~~B. Letters of Qualification have been submitted to ADD~~

- ~~1. 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 paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.~~
- ~~2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.~~
- ~~3. Prior to the start of work, the applicant shall obtain 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 has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution 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.~~

~~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, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological 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 paleontological monitoring program.~~
- ~~3. Identify Areas to be Monitored~~

- a. ~~Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits.~~
- b. ~~The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).~~
- c. ~~MMC shall notify the PI that the PME 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 depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.~~
- 5. ~~Approval of PME and Construction Schedule~~
~~After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.~~

~~III. During Construction~~

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

- 1. ~~The monitor shall be present full time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME and as authorized by the CM that could result in impacts to formations with high and/or moderate resource sensitivity. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities.~~
- 2. ~~The 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.~~

~~3. The PI may submit a detailed letter to the CM and/or RE for concurrence and forwarding to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.~~

~~B. Discovery Notification Process~~

- ~~1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery 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.~~

~~C. Determination of Significance~~

- ~~1. The PI shall evaluate the significance of the resource.
 - ~~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. The determination of significance for fossil discoveries shall be at the discretion of the PI.~~
 - ~~b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP 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.
 - ~~(1) Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."~~~~
 - ~~c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.~~
 - ~~d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.~~~~

~~(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth, the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.~~

~~(2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.~~

~~D. Discovery Process for Significant Resources Pipeline Trenching Projects~~

~~The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities 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 fossil resources within the trench alignment and width shall be documented in situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.~~

~~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 forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum 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. Night Work~~

~~A. If night work is included in the contract~~

~~1. When night work is included in the contract package, the extent and timing shall be presented and discussed at the pre-con meeting.~~

~~2. The following procedures shall be followed.~~

~~a. No Discoveries~~

~~In the event that no discoveries were encountered during night work, The PI shall record the information on the CSVr and submit~~

to MMC via the RE via fax by 9am the following morning, if possible.

~~b. Discoveries~~

~~All discoveries shall be processed and documented using the existing procedures detailed in Sections III During Construction.~~

~~c. Potentially Significant Discoveries~~

~~If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III During Construction shall be followed.~~

~~d. The PI shall immediately contact the RE and MMC, or by 8AM the following morning to report and discuss the findings as indicated in Section III B, unless other specific arrangements have been made.~~

~~B. If night 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) which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,~~

~~a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.~~

~~b. Recording Sites with the San Diego Natural History Museum The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum 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 Fossil Remains~~

1. ~~The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.~~
- ~~C. Curation of artifacts: Deed of Gift and Acceptance Verification~~
1. ~~The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.~~
 2. ~~The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.~~
 3. ~~The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.~~
 4. ~~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 two copies of the Final Monitoring Report 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 the MITIGATED NEGATIVE DECLARATION were distributed to:

CITY OF SAN DIEGO

~~Councilmember Maienschein, District 5~~
 Development Services Department (78, 78A)
 Planning Department
 Plan Long-Range Planning
 Fire and Life Safety Services (79)
 Mira Mesa Branch Library (81)
 Park and Recreation Department (89)
 City Attorney (93C)

OTHER ORGANIZATIONS AND INTERESTED INDIVIDUALS

San Diego Natural History Museum (166)
 Mira Mesa Community Planning Group (310) Mira
 Mesa Town Council (311)
 Ken Harper, Mira Mesa Journal (312)

VII. RESULTS OF PUBLIC REVIEW

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

Copies of the draft MITIGATED NEGATIVE DECLARATION, the Mitigation Monitoring and Reporting Program and any Initial Study material are available in the office of the Development Services Department for review, or for purchase at the cost of reproduction.



E. Shearer-Nguyen
Senior Planner
Development Services Department

June 30, 2005
Date of Draft Report

July 12, 2005
Date of Final Report

September 2, 2005
Date of Revised Final Report

Analyst: SHEARER – NGUYEN

- Attachments: Figure 1: Location Map
Figure 2: Entire Site Plan
Figure 3: Site Plan – Proposed Developed Areas
Figure 4: Aerial Photographs
Initial Study Checklist

City of San Diego
Development Services Department
1222 First Avenue, Mail Station 501
San Diego, CA 92101 (619) 446-6460

INITIAL STUDY
Project No. 36762
SCH No. N/A

SUBJECT: CARROLL SCHOOL PARK (AKA MIRA MESA COMMUNITY PARK EXPANSION): COUNCIL APPROVAL to provide new and enhanced facilities within an approximately 27.82-acre existing community park. Proposed amenities include an aquatic center with two pools, a new recreation center building, a skate plaza, and outdoor basketball courts, baseball fields with associated amenities, restrooms, and associated parking. The site is located at 8575 New Salem Street in the AR-1-2 Zone of the Mira Mesa Community Planning Area. Applicant: City of San Diego, Public Works Department ~~Park and Recreation Department.~~

I. PURPOSE AND MAIN FEATURES:

The proposed Approval to be considered by the City Council (Process 5) would provide new and enhanced facilities within an approximately 27.82-acre existing community park. The site consists of two irregularly shaped parcels divided by New Salem Street. The southern parcel, Mira Mesa Community Park, is approximately 16.94 acres in size; whereas the northern parcel, Carroll School Site Neighborhood Park, is approximately 10.88 acres in size.

The Carroll School Site Neighborhood Park is a City-owned parcel that has not been improved by the Park and Recreation Department. Currently, the park has four baseball fields and associated amenities which have been privately installed and maintained. The proposed new little league complex would include a redesign of the site resulting in four fields with two soccer overlay fields. The existing hub-and-spoke concept would be retained with a new support facility at the hub.

The planned improvements to the Mira Mesa Community Park include an aquatic center, new recreation center, basketball courts, skate plaza, and roadways and parking. The aquatic center would include a 25-meter pool and water slide pool. The 25-meter pool would accommodate lap swimming, free-play swimming practice and competition. The water slide pool would be shallow and maintained at a higher temperature and would serve younger users, seniors, and would be universally acceptable for therapeutic purposes. The aquatic center also proposes a pool building that would include lobby, reception, a first aid room, administration space, a mechanical room to

accommodate the pool mechanical equipment, storage, and restrooms. A solid wall is proposed for the east side of the pool area. In addition a series of buffer walls are proposed for the north side of the pool area. These walls would provide view and noise protection from the northeast while allowing visual observation between the walls from the northwest for purposes of security and safety. The design of the walls, in number and length, would eliminate lines of sight from the residences across New Salem Street to the pool areas. The tops of the walls would be at least six feet above the elevation of the pool deck area.

The new 15,000-square-foot recreation center would be constructed southwest of the existing recreation center which would continue to remain in use. The new recreation center would include a lobby/reception area, an administration office, activity room, kitchen, storage area, mechanical equipment spaces, restrooms, and gymnasium with a full size basketball court and two smaller basketball cross courts.

The existing outdoor basketball court facilities would be removed and new basketball courts constructed southwest of the new recreation center.

A skate plaza is proposed at the northwest corner of New Salem Street and Mira Mesa Boulevard. The skate plaza would provide an area for typical street skating. The plaza is to be designed to accommodate persons accompanying and watching the skaters. A 3-foot high wall would surround the skate area. The wall would provide openings allowing for pedestrians to walk through.

Building materials for would include concrete masonry with (stack, running and roman bond patterns) over random or uniform color block with various sealed finishes), painted aluminum, painted metal doors, windows, fascia, and coping and shade canopy, steel outriggers, steel pipe columns, architectural grade glue laminated beams or equal, metal louvered screen wall, and dual glazed glass for all of the proposed new building structures. The conceptual landscaping plan would comply with all applicable City of San Diego landscape ordinances and standards. The new recreation center would be approximately 32 feet (currently proposed is 5 feet below grade with 27 feet above grade). The pool building would be approximately 16 feet at grade while the concession stand would be approximately 15 feet at grade.

Currently, the Mira Mesa Community Park athletic fields are lit for nighttime use. Security lighting is proposed throughout all new portions of the project and no new night time ball field lighting is proposed within the new athletic fields north of New Salem Street.

A new parking lot would be created along Westmore Road to accommodate users of the ball field complex. There would be minor modifications to parking and traffic control on New Salem Street and Westmore Road. Stops signs, traffic calming devices, and diagonal parking would be utilized in order to provide a reduction in the average speed.

The proposed landscape concept plan provides landscape improvements in all unpaved or unbuilt areas with varying combinations of street/parking lot trees (American Sweet Gum, California Sycamore, White Alder); park shade trees (Big Leaf Maple, Coast Live Oak, Holly Oak, Camphor Tree, Fan Tex Ash, London Plane Tree, California Sycamore, Fern Pine, and Tipu Tree); natural area trees (Coast Live Oak, California Sycamore, and Canary Island Palm); accent trees (Chinese Fringe Tree, Ornamental Pear, Purple Leaf Plum, and Japanese Maple); shrubs (California Lilac, Orchid Rockrose, Pride of Madeira, California Encelia, Rosemary, and Munz's Sage); sod for the playfields; and ground cover for natural areas (Thingrass, Golden yarrow, California Poppy, Plantain, Blue-eyed Grass, and Small Fescue). Access points to the park would remain the same.

~~The Park and Recreation Department anticipates construction would begin in spring of 2007 and last for approximately one and a half years.~~ Construction would be phased to meet the needs of the park users and funding availability.

II. ENVIRONMENTAL SETTING:

The 27.82-acre park site is located in a mixed-use area bounded to the south by Mira Mesa Boulevard, existing office/commercial buildings and residential use to the west, Westmore Road to the north, and residential use to the east. The project site is located at 8575 New Salem Street within the Mira Mesa Community Plan area in the City of San Diego and consists of two irregularly shaped parcels separated by New Salem Street. The 16.94-acre southern parcel is the Mira Mesa Community Park located north of Mira Mesa Boulevard and west of and south of New Salem Street. The 10.88-acre northern parcel consists of privately maintained little league baseball fields north of New Salem Street and South of Westmore Road.

The site is relatively flat with less than 20 feet of relief across the entire two parcels. The project site is zoned AR-1-2 (Agriculture Residential) and the land use designation is Neighborhood Park within the Mira Mesa Community Plan. No biological resources are present on-site and it is not located within or adjacent to the Multi-Habitat Planning Area (MHPA).

The proposed development site is within an existing urbanized area currently served by police, fire, and emergency medical services. The location of the proposed development is adjacent to the City of San Diego Fire Station 38, which is located at 8441 New Salem Street. Response time from this station is approximately 1.6 minutes. In addition, Fire Station 44, located at 10011 Black Mountain Road, is approximately 2.21 miles from the site and has a response time of 4.3 minutes. Fire Station 41, located at 4914 Carroll Canyon Road, which is 4.47 miles from the project site and has a response time of 8.2 minutes, also serves the project site. The location is within the City of San Diego Police Department's Northeastern Division, which had an average emergency response time of 9.87 minutes in 2004.

II. ENVIRONMENTAL ANALYSIS: See attached Initial Study Checklist.

IV. DISCUSSION: The project files and reports referred to below are available for public review on the Fifth Floor of the Development Services Department, Land Development Review Division, 1222 First Avenue, San Diego, 92101.

During the environmental review of the project, it was determined that construction could potentially result in significant but mitigable impacts in the following area(s): **noise and paleontological resources.**

NOISE

Noise is defined as any sound that is undesirable or interferes with normal hearing processes. Projects are reviewed for noise generation which could impact adjacent sensitive receptors and noise exposure from existing sources. The proposed expansion of Mira Mesa Community Park could potentially affect residents located adjacent to New Salem Street and to Westmore Street. To determine if existing or future noise levels would adversely affect the adjacent residents, EDAW prepared the *Mira Mesa Community Park Expansion Noise Impact Analysis, San Diego California*, dated May 16, 2005.

The City of San Diego Progress Guide and General Plan establishes land use compatibility criteria for various noise levels. According to the General Plan, exterior noise levels in excess of 65 decibels (dBA), Community Noise Equivalent Level (CNEL) are defined as being incompatible with residential land uses. Adjacent residents could be subjected to exterior noise levels associated with the various parks, which could potentially exceed those allowed. The report determined that the principal noise sources in the park area are vehicle traffic on New Salem Street and Mira Mesa Boulevard. Sensitive noise receptors include residents living adjacent to New Salem Street or the northern portion of the park area. Existing sources in the park do not add substantially to traffic noise levels. The report concluded that mitigation through design of a sound attenuation wall associated with the skate plaza would provide a usable outdoor area below 65 CNEL at the center line of New Salem Street. Specifically, access to the plaza should take place from either the north, south, or west with a three-foot-high solid noise barrier constructed along the eastern edge of the skate plaza would mitigate exterior noise levels to below significant. The acoustical report specified that access to the plaza should take place from either the north, south, or west therefore allowing for a three-foot-high solid noise barrier to be constructed along the eastern edge of the skate plaza. With construction of the three-foot barrier, exterior noise levels would be mitigated to below significant.

According to the report, no significant noise impacts would occur at the basketball and recreation center. The report determined that the loudest noise would occur during recreational swim periods and by the pool mechanical equipment. In order to offset potential noise impacts from the pool equipment, all equipment would be located inside of the proposed pool buildings. To allow flexibility of design and to avoid future noise impacts, specifications for pool equipment would be required to ensure that the maximum pool equipment operations do not exceed the 45 dBA LEQ at a distance of 100 feet from the pool building. In addition, as part of the design of the aquatic

complex, a solid wall is planned along the eastern parameter. A series of buffer walls are proposed for the north side of the pool areas and their height would extend approximately six-feet from the pool deck. These walls would provide noise protection from the northeast.

Implementation of the above mitigation would reduce project-related noise impacts to below a level of significance.

PALEONTOLOGICAL RESOURCES

According to the Geology of the San Diego Metropolitan Area, California (1975) published by the California Division of Mines and Geology, the project site is underlain by the Linda Vista Formation. The Linda Vista Formation represents a marine and/or non-marine terrace deposit of early Pleistocene age (approximately .5 - 1.5 million years ago). Typical exposures of the formation consist of rust-red, coarse-grained, pebbly sandstones and pebble conglomerates with locally common deposits of green claystone. This formation has an average thickness of about 20-30 feet and is thought to be deposited under fluvial, Aeolian, and shallow nearshore marine conditions. These deposits accumulated on a flat, wave-cut platform during a period of dropping sea levels. Today these deposits form extensive mesa surfaces characteristic of Otay Mesa, San Diego Mesa, Linda Vista, Kearny Mesa, and Mira Mesa. The Linda Vista Formation has produced remains of nearshore marine invertebrates including clams, scallops, snails, barnacles, and sand dollars, as well as sparse remains of sharks and baleen whales. Accordingly, the Linda Vista Formation is assigned high paleontological resource sensitivity level within the Mira Mesa Community.

Construction of the project requires approximately 15,000 cubic yards of soil cut and grade cut depths of approximately 10 feet. According to the City-of San Diego's Paleontological Guidelines (Revised July 2002), over 1,000 cubic yards of grading at depths of greater than 10 feet (less than 10 feet if the site has been graded) into formations with a high resource sensitivity rating could result in a significant impact to paleontological resources, and mitigation would be required. The mitigation program consists of monitoring excavation activities by a qualified paleontologist, recovery and curation of any discovered fossils and preparation of a monitoring results report. Implementation of the program would reduce any project-related impacts to fossil resources to below a level of significance.

The following environmental issue(s) were considered in depth during the environmental review of the project. No significant impacts were identified.

GREENHOUSE GASES

The City currently does not have adopted thresholds of significance for greenhouse gas (GHG) emissions and is therefore utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA & Climate Change" dated January 2008 as an interim-screening threshold to determine whether a GHG analysis would be required. The 900 metric ton screening threshold for determining when an air quality analysis is required was chosen based on available guidance from

the CAPCOA white paper. The CAPCOA report references the 900 metric ton guideline as a conservative threshold for requiring further analysis and mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use, and other factors associated with projects. CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually, refer to Table below.

Project Types* that require a GHG Analysis and Mitigation

<u>PROJECT TYPE</u>	<u>PROJECT SIZE THAT GENERATES APPROXIMATELY 900 METRIC TONS OF GHGs PER YEAR</u>
<u>Single Family Residential</u>	<u>50 Units</u>
<u>Apartments/Condominiums</u>	<u>70 Units</u>
<u>General Commercial Office Space</u>	<u>35,000 square feet</u>
<u>Retail Space</u>	<u>11,000 square feet</u>
<u>Supermarket/Grocery Space</u>	<u>6,300 square feet</u>

*For project types that do not fit the categories in this table, a determination on the need for a GHG analysis is made on a case-by-case basis, based on the whether the project could generate 900 metric tons of more of GHGs.

Based on the screening thresholds, the project was required to prepare a GHG analysis in order to determine what, if any, cumulative impacts would result through project implementation. Although these interim thresholds are being utilized, nonetheless, a good faith effort has been made to evaluate whether GHG impacts from the project are potentially significant, taking into account the type and location of the proposed development, the best available scientific data regarding GHG emissions, and the current statewide goals and strategies for reduction of GHG emissions. It is important to note that the San Diego Air Pollution Control District has not provided any guidance on the quantification of GHG emissions or emissions thresholds.

The GHG analysis (prepared by RBF Consulting, dated June 16, 2014) calculated emission estimates for the five primary sources of GHG emissions associated with additional development: vehicular traffic on area roadways, electricity generation, natural gas consumption/combustion, water usage, and solid waste generation. Emissions of these five primary sources were calculated for two scenarios: (1) existing baseline Conditions and (2) the proposed project.

In summary, it was determined that the existing baseline conditions would generate a total of approximately 396.18 metric tons of carbon dioxide equivalent (CO₂e) per year; whereas the proposed project would generate approximately 858.21 CO₂e per year, resulting in a net of 462.03 CO₂e, which is below the screening criteria and no further analysis was required.

The project would be below the 900 metric ton screening criteria established by CAPCOA, and potential impacts from greenhouse gas emissions would be considered less than significant.

TRAFFIC

According to the "Traffic Summary for the Mira Mesa Community Park Expansion" (May 18, 2005) prepared by Darnell & Associates, traffic was evaluated utilizing the City of San Diego trip generation rates. Trip generation for park facilities is normally measured as trips per acre of developed park per the Trip Generation Manual. Since these park sites are already developed parks, the acreage would not be changed by the redevelopment. However, some increases in trips can reasonably be expected due to the addition of new facilities to the existing park sites. Therefore, the Recreation Buildings classification per the Trip Generation Manual was utilized in obtaining the amount of trips generated by the project. The project is estimated to generate approximately 1,170 net driveway average daily trips (ADT) with 47 AM peak trips and 94 PM peak trips. According to the City of San Diego's Significance Thresholds, if any intersection or roadway segment affected by a project would operate at a level of service (LOS) of E or F under either direct or cumulative conditions, the impact would be significant if the project exceeds the City's thresholds (a 2-second increase in delay; a 0.02 percent increase in roadway volume-to-capacity ratio; or a 1 mile per hour decrease in speed). According to the traffic study, the adjoining streets were studied and all of the segments are operating near or below the volumes projected in the community plan. Mira Mesa Boulevard was designed to operate at a LOS D, at which it is currently operating. All other segments are operating at LOS C. New Salem Street is an exception to this in that, although it is operating at a LOS C based on its original design as a two-lane collector street, it has since been removed from the community plan as a classified street, and thus can be expected to carry lower volumes at lower speeds. The existing intersections near the park site are operating at LOS C or better during peak hours with the exception of Mira Mesa Boulevard at Westonhill Drive, which currently operates at a LOS D during the afternoon peak hour and Camino Ruiz which currently operates at LOS D during both the morning and the afternoon peak hours.

The study concluded that the level of service would remain the same for all of the streets under existing and existing plus project conditions with the exception of New Salem Street. New Salem Street would be reduced from a LOS C to LOS D based on its original design standard as a two-lane collector street. However, since New Salem Street has been dropped from the community plan transportation element, New Salem Street is now considered a local street and is carrying considerably more traffic than normally expected. In addition, all key intersections were found to operate at an acceptable LOS D or better under existing and existing plus project conditions. Future conditions were reviewed using SANDAG's 2030 forecast, and the community plan's buildout volumes. In both cases the volumes projected are reasonably similar to each other and to existing conditions.

The Park and Recreation Department's General Development Plan focuses on combining the two adjacent park sites, Mira Mesa Community Park and the Carroll School Park Site, into one single park. A major concern is that the park sites are separated by New Salem Street, which is used by vehicles as a short cut from Mira Mesa Boulevard to Camino Ruiz. Fire and Safety access requirements preclude closing New Salem Street. Therefore, to address pedestrian safety concerns, traffic calming methods have been incorporated into the project for both New Salem Street and

Westmore Road. These methods include raised crosswalks, in-pavement flashing lights, lane narrowing, speed humps, signage and landscaping, and placement of All-Way stop signs.

A standard traffic control plan would be implemented during construction. As the project would not generate traffic levels in excess of the City's Thresholds and traffic calming elements in New Salem Street and Westmore Road are included in the project, no traffic impacts are identified and no mitigation is required.

PARKING

The project proposed to provide 421 parking spaces (with 119 on-street parking spaces and 302 off-street parking spaces). The Land Development Code does not include parking requirements for parks. Therefore, the City's Park and Recreation Department bases the number of parking spaces to be provided on input from community workshops and on the types of uses to be provided at the park. The spaces would not be regulated by specific park uses (such as ball fields or pools), but would be first come first serve. Park and Recreation Department in conjunction with DeLorenzo Incorporated conducted workshops with the community with the result that community members were in agreement with the number of parking spaces proposed. Therefore, no impacts have been identified and no mitigation is proposed.

GEOLOGIC CONDITIONS

According to the City of San Diego Seismic Safety Study Maps, the site is mapped within Geologic Hazard Category 52. Hazard Category 55 represents other level areas with gently sloping to steep terrain with favorable geologic structure, and a low risk potential. To assess the potential geologic hazards affecting the site, the following report was prepared by GEOCON Incorporated: *Soil and Geologic Reconnaissance, Carroll School Neighborhood Park/Mira Mesa Community Park Expansion, Mira Mesa Boulevard and New Salem Street, San Diego California* (dated August 24, 2004.)

The project site is located within a seismically active southern California region, and is potentially subject to moderate to strong seismic ground shaking along major earthquake faults. Seismic shaking at the site could be generated by any number of known active and potentially active faults in the region. No major faults are known to traverse the site. The nearest active fault to the project site is the Rose Canyon Fault zone, located approximately eight miles west of the site.

Groundwater is not anticipated to be encountered due to the lack of a shallow groundwater table. The near surface soils at the site are not considered susceptible to liquefaction due to such factors as soil density, grain-size distribution, and the absence of shallow groundwater conditions. Topographic maps reviewed indicate that the area is flat with less than 20 feet of relief across the entire two parcels. Therefore, previous grading for the parcels was likely very limited with minor amounts of fill and topsoil over the existing Lindavista Formation.

Seismic considerations are required in the design of the proposed structures and incorporation of all applicable Uniform Building Code requirements would be verified at the building permit stage. In addition, with the incorporation of proper engineering design and utilization of standard construction practices, the potential for geologic impacts from regional hazards would be below a level of significance; therefore, no mitigation is required.

WATER QUALITY

A water quality technical report was prepared for the proposed project by Burkett & Wong (Water Quality Technical Report for the Mira Mesa/Carroll Canyon Park, San Diego, California) dated December 15, 2004. The results and conclusions are summarized below.

The project site is located within the Penasquitos Hydrologic Unit, Miramar Reservoir Area (HA 906.10), as designated by the Regional Water Quality Control Board (RWQCB), and San Diego Region. The surface runoff does not directly discharge into a 303(d) listed impaired water body. The State Water Resources Control Board (SWRCB) 303(d) impaired water body lists Los Penasquitos Lagoon as a downstream impaired water body. The pollutant of concern is sedimentation/siltation.

Runoff from the site flows into existing catch basins throughout the site as well as curb inlets along Wetmore Road, New Salem Street, and Camino Ruiz. These catch basins then flow directly into the Los Penasquitos Creek, which eventually flows into the Los Penasquitos Lagoon. Project runoff would be directed into the new and existing catch basins. The flows entering the catch basins and curb inlets along New Salem Street and Westmore Road flow directly into the public storm drain system on Westmore Road. The flow entering the curb inlet along Camino Ruiz flows directly into the public storm drain system on Camino Ruiz. The project would slightly alter drainage patterns on-site, but there is no net increase in storm water peak runoff with implementation of the project.

The development is considered a "Priority" in accordance with the City's *Storm Water Requirements Applicability Checklist*. As such, demolition and construction activities require implementation of Best Management Practices (BMPs) to minimize impacts to receiving waters. Priority projects are required to incorporate site design source control, and treatment control BMPs. The anticipated pollutants of concern include sediment, nutrients, heavy metals, trash debris, oxygen demanding substances, oil and grease, and pesticides. The project proposes to utilize a vegetative swale, twenty catch basins, and two Stormceptors as structural treatment BMPs. The detention basins would filter runoff from the pool area and the proposed buildings. The vegetative swale would filter runoff from the fields, while the Stormceptors would filter anticipated and potential pollutants of concern prior to entering the public drainage system and the downstream water body. In addition, the following source control BMPs would be incorporated into the project: concrete stamping/stenciling of all storm water conveyance system inlets and catch basins with prohibitive language; design of outdoor material storage and trash storage areas to reduce pollution introduction; employment of Integrated Pest Management Principles; and utilization of an efficient irrigation systems and landscape design. The following site design BMPs have been

incorporated into the design of the project: walkways throughout the site would be constructed with a permeable surface, therefore reducing the amount of impervious surfaces; the site would be planted with approved landscaping per the City of San Diego requirements; rooftops of proposed buildings would drain into adjacent landscaping prior to discharging into the storm water conveyance system; riprap would be installed at outlets of new storm drains in the detention basins to minimize erosion and preclude impacts to receiving waters.

The project and the above described project features have been designed in accordance with the City's Storm Water Standards. Compliance with the standards through the above project elements would preclude a cumulatively considerable contribution to water quality impacts.

V. RECOMMENDATION:

On the basis of this initial evaluation:

_____ The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION SHOULD BE PREPARED.

X _____ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.

_____ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

Project Analyst: SHEARER-NGUYEN

Initial Study Checklist

Date: May 27, 2004

Project No.: 36762

Name of Project: Mira Mesa Community Park Expansion

III. ENVIRONMENTAL ANALYSIS:

The purpose of the Initial Study is to identify the potential for significant environmental impacts which could be associated with a project pursuant to Section 15063 of the State CEQA Guidelines. In addition, the Initial Study provides the lead agency with information which forms the basis for deciding whether to prepare an Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration. This Checklist provides a means to facilitate early environmental assessment. However, subsequent to this preliminary review, modifications to the project may mitigate adverse impacts. All answers of "yes" and "maybe" indicate that there is a potential for significant environmental impacts and these determinations are explained in Section IV of the Initial Study.

Yes Maybe No

I. AESTHETICS / NEIGHBORHOOD CHARACTER – Will the proposal result in:

- | | <u>Yes</u> | <u>Maybe</u> | <u>No</u> |
|---|------------|--------------|-----------|
| A. The obstruction of any vista or scenic view from a public viewing area?
<u>The project would not result in the obstruction of any public view or scenic vista. No such views are identified in the Mira Mesa Community Plan or the San Diego Progress Guide and General Plan.</u> | — | — | <u>X</u> |
| B. The creation of a negative aesthetic site or project?
<u>The proposed project would integrate with existing and surrounding development within the neighborhood. Please see I-A and I-C.</u> | — | — | <u>X</u> |
| C. Project bulk, scale, materials, or style which would be incompatible with surrounding development?
<u>The design of the proposed project would be compatible with the architectural style of the existing surrounding development.</u> | — | — | <u>X</u> |
| D. Substantial alteration to the existing character of the area? | — | — | <u>X</u> |

Yes Maybe No

The project has been designed to integrate with the surrounding development (see I-C above).

- E. The loss of any distinctive or landmark tree(s), or a stand of mature trees? — — X
No distinctive or landmark trees would be removed.

- F. Substantial change in topography or ground surface relief features? — — X
Construction grading would not substantially change topography or ground relief features.

- G. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent? — — X
The project site is developed and does not contain any unique geologic or physical features.

- H. Substantial light or glare? — — X
Currently, within the Mira Mesa Community Park athletic fields are lit for nighttime use. Security lighting would be proposed throughout all new portions of the project. In addition, no new night time ball field lighting is proposed within the new athletic fields north of New Salem Street. Any proposed lighting would comply with all current street lighting standards in accordance with the City of San Diego Street Design Manual, satisfactory to the City Engineer. No substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. In addition, proposed building materials do not exhibit highly reflective properties and would not create adverse glare effects.

- I. Substantial shading of other properties? — — X
The proposed project does not involve the amount of height and mass required to subject adjacent properties to substantial shading.

II. AGRICULTURE RESOURCES / NATURAL RESOURCES / MINERAL RESOURCES – Would the proposal result in:

A. The loss of availability of a known mineral resource (e.g., sand or gravel) that would be of value to the region and the residents of the state?
The project site is located within a developed urbanized neighborhood and is not designated as suitable for sand/gravel extraction. — — X

B. The conversion of agricultural land to nonagricultural use or impairment of the agricultural productivity of agricultural land?
The project site is developed and located in an urbanized neighborhood. Agricultural land is not present on site or in the general site vicinity. — — X

III. AIR QUALITY – Would the proposal:

A. Conflict with or obstruct implementation of the applicable air quality plan?
No such conflict or obstruction would result. Standard dust abatement measures would be implemented during construction. The proposed project is consistent with the *Mira Mesa Community Plan* and therefore, would not conflict or obstruct the implementation of the *Regional Air Quality Strategy (RAQS)* or the *State Implementation Plan (SIP)*. — — X

B. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
The proposed community park would not generate substantial quantities of operational emissions. Construction emissions would be generated during demolition and grading activities; however, these emissions would be temporary and would be controlled by standard construction practices. Please see III-A. — — X

C. Expose sensitive receptors to substantial pollutant concentrations?
The community park would not emit substantial concentrations of air pollutants. (See III-B above). Thus, sensitive receptors in project area, including multi- and single-family residences, would not be exposed to such emissions. Please see III-A. — — X

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
D. Create objectionable odors affecting a substantial number of people? <u>The proposed project consists of park uses, which do not typically generate objectionable odors.</u>	—	—	<u>X</u>
E. Exceed 100 pounds per day of Particulate Matter 10 (dust)? <u>The grading amounts required for project implementation would not exceed 100 pounds per day of particulate matter. It is estimated that one graded acre produces 26.4 pounds of particulate matter. Proposed grading would not meet the 100 pound per-day threshold and would not produce significant amounts of particulate matter. Please see III-A.</u>	—	—	<u>X</u>
F. Alter air movement in the area of the project? <u>All structures proposed would not alter air movement in the project area.</u>	—	—	<u>X</u>
G. Cause a substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally? <u>The project consists of new park facilities within an existing community park, which would not substantially alter micro or macroclimatic conditions.</u>	—	—	<u>X</u>
IV. BIOLOGY – Would the proposal result in:			
A. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals? <u>The project site is partially developed and located within an urbanized neighborhood. No sensitive biological resources are present on site.</u>	—	—	<u>X</u>
B. A substantial change in the diversity of any species of animals or plants? <u>Please see IV-A.</u>	—	—	<u>X</u>
C. Introduction of invasive species of plants into the area?	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p><u>The project site is partially developed and does not adjoin any open space areas. Please see IV-A.</u></p>			
D. Interference with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors? <u>The project site and immediate surroundings are developed and do not contain any wildlife movement corridors. Please see IV-A.</u>	—	—	<u>X</u>
E. An impact to a sensitive habitat, including, but not limited to streamside vegetation, aquatic, riparian, oak woodland, coastal sage scrub or chaparral? <u>Please see IV-A.</u>	—	—	<u>X</u>
F. An impact on City, State, or federally regulated wetlands (including, but not limited to, coastal salt marsh, vernal pool, lagoon, coastal, etc.) through direct removal, filling, hydrological interruption or other means? <u>The project site is partially developed and does not contain any City, State or federally regulated wetlands. Please see IV-A.</u>	—	—	<u>X</u>
G. Conflict with the provisions of the City's Multiple Species Conservation Program Subarea Plan or other approved local, regional or state habitat conservation plan? <u>The project site is designated for Neighborhood Park development and is not located within or adjacent to the Multi-Habitat Planning Area (MHPA). Therefore, the proposed project would not conflict with the Multiple Species Conservation Program (MSCP). Please see IV-A.</u>	—	—	<u>X</u>
V. ENERGY – Would the proposal:			
A. Result in the use of excessive amounts of fuel or energy (e.g. natural gas)? <u>Excessive amounts of fuel would not be used during construction of the project. Standard construction equipment is expected.</u>	—	—	<u>X</u>
B. Result in the use of excessive amounts of power?	—	—	<u>X</u>

Implementation of the proposed project would result in an incremental increase in power consumption. The proposed community park would not consume excessive amounts of electricity. Please see V-A.

VI. GEOLOGY/SOILS – Would the proposal:

- | | |
|--|-------------------------------|
| <p>A. Expose people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?
<u>The project site is assigned a geologic risk category of 52 per the City of San Diego Safety Seismic Study Maps. Please refer Initial Study Discussion.</u></p> | <p>— — <u>X</u></p> |
| <p>B. Result in a substantial increase in wind or water erosion of soils, either on or off the site?
<u>Erosion control measures would be implemented during the construction period. Long-term erosion and sedimentation impacts would not occur because virtually all developed areas would consist of pavement or permeable surfaces, and landscaping. The site would be landscaped in accordance with City requirements and all storm water requirements would be met. Please refer to VI-A.</u></p> | <p>— — <u>X</u></p> |
| <p>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?
<u>The project site is underlain by some undocumented fill soils and the Lindavista Formation. Please refer to the Initial Study Discussion.</u></p> | <p>— — <u>X</u></p> |

VII. HISTORICAL RESOURCES – Would the proposal result in:

- | | |
|---|-------------------------------|
| <p>A. Alteration of or the destruction of a prehistoric or historic archaeological site?
<u>The site is graded and partially developed.</u></p> | <p>— — <u>X</u></p> |
| <p>B. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site?</p> | <p>— — <u>X</u></p> |

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<u>No historic buildings or structures exist onsite.</u>			
C. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object? <u>Please see VII-A and -B.</u>	—	—	<u>X</u>
D. Any impact to existing religious or sacred uses within the potential impact area? <u>No such uses are known to occur on-site.</u>	—	—	<u>X</u>
E. The disturbance of any human remains, including those interred outside of formal cemeteries? <u>The project site has been utilized for park uses, and was previously graded. Thus, human remains are not expected to be encountered during excavation activities.</u>	—	—	<u>X</u>
 VIII. HUMAN HEALTH / PUBLIC SAFETY / HAZARDOUS MATERIALS: Would the proposal:			
A. Create any known health hazard (excluding mental health)? <u>The community park and its amenities would not be associated with such impacts.</u>	—	—	<u>X</u>
B. Expose people or the environment to a significant hazard through the routine transport, use or disposal of hazardous materials? <u>The proposed project would not involve the use, transport or disposal of hazardous materials, as the project consists of park uses. The chemicals used for treating the pool would be transported and stored in accordance to applicable regulations</u>	—	—	<u>X</u>
C. Create a future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)? <u>No future risk of explosions or releases of hazardous substances would occur as a result of project implementation. See VIII-B above.</u>	—	—	<u>X</u>
D. Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan? <u>The proposed project is consistent with adopted land use plans and would not interfere with emergency response and/or evacuation plans</u>	—	—	<u>X</u>

Yes Maybe No

E. 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, create a significant hazard to the public or environment?
The project site is not located on a site which is included on a list of hazardous materials sites.

— — X

F. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
The proposed project would not involve the use of hazardous materials. See VIII-A and VIII-C.

— — X

IX: HYDROLOGY/WATER QUALITY – Would the proposal result in:

A. An increase in pollutant discharges, including down stream sedimentation, to receiving waters during or following construction? Consider water quality parameters such as temperature dissolved oxygen, turbidity and other typical storm water pollutants.
The project would be required to comply with all storm water quality standards during and after construction and appropriate Best Management Practices (BMPs) must be utilized. Please refer to the Initial Study Discussion.

— — X

B. An increase in impervious surfaces and associated increased runoff?
The project would not result in an incremental increase in impervious surfaces. However, BMPs would be utilized to treat all site runoff. Please refer to IX-A. The project site is partially developed and covered with permeable surfaces (grass/dirt). See Initial Study discussion.

— — X

C. Substantial alteration to on- and off-site drainage patterns due to changes in runoff flow rates or volumes?
The proposed project would not substantially increase flow rates or volumes and thus, would not adversely affect on- and off-site drainage patterns. Please refer to IX-A.

— — X

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
D. Discharge of identified pollutants to an already impaired water body (as listed on the Clean Water Act Section 303(b) list)? <u>Los Penasquitos Lagoon is listed on the State Water Resources Board 303(d) impaired water body list. However, compliance with State and/or City Storm Water Standards would preclude impacts.</u>	—	—	<u>X</u>
E. A potentially significant adverse impact on ground water quality? <u>No such impact would occur, no areas of ponded water would be on the property, and all site runoff would be directed to the City's storm water system. Please see IX-A.</u>	—	—	<u>X</u>
F. Cause or contribute to an exceedance of applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses? <u>See IX-A above. The project would not make a considerable contribution to water quality degradation.</u>	—	—	<u>X</u>
X. LAND USE – Would the proposal result in:			
A. A land use which is inconsistent with the adopted community plan land use designation for the site or conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over a project? <u>The project is consistent with the land use designation and applicable policies of the <i>Mira Mesa Community Plan</i>. See Initial Study discussion.</u>	—	—	<u>X</u>
B. A conflict with the goals, objectives and recommendations of the community plan in which it is located? <u>Please see X-A.</u>	—	—	<u>X</u>
C. A conflict with adopted environmental plans, including applicable habitat conservation plans adopted for the purpose of avoiding or mitigating an environmental effect for the area? <u>The project would not conflict with City's Multiple Species Conservation Plan (MSCP) and is not located within or adjacent to the Multi-habitat Planning Area (MHPA).</u>	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
D. Physically divide an established community? <u>The project site is located in the developed urban community of Mira Mesa and is surrounded by residential and commercial development. Construction of the partially developed existing park, would constitute infill development and would help maintain continuity within the existing neighborhood.</u>	—	—	<u>X</u>
E. Land uses which are not compatible with aircraft accident potential as defined by an adopted airport Comprehensive Land Use Plan? <u>The project site is not located within the Airport Environs Overlay Zone or the Airport Approach Overlay Zone.</u>	—	—	<u>X</u>
XI. NOISE – Would the proposal result in:			
A. A significant increase in the existing ambient noise levels? <u>Noise mitigation is required, Refer to Initial Study Discussion.</u>	—	<u>X</u>	—
B. Exposure of people to noise levels which exceed the City's adopted noise ordinance? <u>Noise mitigation is required, Refer to Initial Study Discussion.</u>	—	<u>X</u>	—
C. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan or an adopted airport Comprehensive Land Use Plan? <u>Please see XI-B. The structures would be subject to Title 24 regulations.</u>	—	—	<u>X</u>
XII. PALEONTOLOGICAL RESOURCES: Would the proposal impact a unique paleontological resource or site or unique geologic feature? <u>The project site is underlain by Lindavista Formation which has a high sensitivity level for paleontological resources in Mira Mesa. Proposed project could potentially exceed significance thresholds. Therefore, monitoring is required. Refer to Initial Study Discussion.</u>			
	—	<u>X</u>	—

Yes Maybe No

XIII. POPULATION AND HOUSING – Would the proposal:

- | | | | |
|---|---|---|----------|
| <p>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)?
 <u>The proposed project is consistent with the <i>Mira Mesa Community Plan</i> and would provide park uses for planned population growth. Therefore, the project would not directly or indirectly induce population growth.</u></p> | — | — | <u>X</u> |
| <p>B. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
 <u>No residential units would be displaced upon project implementation.</u></p> | — | — | <u>X</u> |
| <p>C. Alter the planned location, distribution, density or growth rate of the population of an area?
 <u>The proposed project would be consistent with applicable land use plans, as well as land use and zoning designations.</u></p> | — | — | <u>X</u> |

XIV. PUBLIC SERVICES – Would the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:

- | | | | |
|--|---|---|----------|
| <p>A. Fire protection?
 <u>Project would be served by Fire Stations 38, 44, and 41 with a response times from 1.6 to 4.47 minutes.</u></p> | — | — | <u>X</u> |
| <p>B. Police protection?
 <u>Project is located in the Northeastern Division, where the 2004 average response time was 9.87 minutes.</u></p> | — | — | <u>X</u> |
| <p>C. Schools?
 <u>N/A.</u></p> | — | — | <u>X</u> |
| <p>D. Parks or other recreational facilities?
 <u>The project would provide new amenities on an existing partially developed park.</u></p> | — | — | <u>X</u> |

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
E. Maintenance of public facilities, including roads? <u>The proposed project includes park utility and roadway improvements. These improvements, upon construction would not require substantially augmented maintenance services.</u>	—	—	<u>X</u>
F. Other governmental services? <u>N/A.</u>	—	—	<u>X</u>
XV. RECREATIONAL RESOURCES – Would the proposal result in:			
A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? <u>The proposed project would not adversely affect the availability of and/or need for new or expanded recreational resources, as this project proposes to enhance existing park facilities.</u>	—	—	<u>X</u>
B. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? <u>The proposed project is the enhancement of an existing park facility, no such impacts would occur through project implementation. See XV-A above.</u>	—	—	<u>X</u>
XVI. TRANSPORTATION/CIRCULATION – Would the proposal result in:			
A. Traffic generation in excess of specific/ community plan allocation? <u>The project would generate a total of 1,170 ADT. Refer Initial Study Discussion</u>	—	—	<u>X</u>
B. An increase in projected traffic which is substantial in relation to the existing traffic load and capacity of the street system? <u>Please see XVI-A. Level of service on the existing roadways would not decrease with project implementation to significant levels (LOS E or F).</u>	—	—	<u>X</u>
C. An increased demand for off-site parking? <u>All required parking would be provided on site.</u>	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
D. Effects on existing parking? <u>Street parking would not be effected by project implementation. All parking would be provided on-site. See Initial Study discussion.</u>	—	—	<u>X</u>
E. Substantial impact upon existing or planned transportation systems? <u>Project implementation would not affect existing transit service in the project vicinity.</u>	—	—	<u>X</u>
F. Alterations to present circulation movements including effects on existing public access to beaches, parks, or other open space areas? <u>Alterations to present circulation movements would not occur with project implementation. The project has incorporated traffic calming methods on New Salem Street and Westmore Road. Refer to Initial Study Discussion.</u>	—	—	<u>X</u>
G. Increase in traffic hazards for motor vehicles, bicyclists or pedestrians due to a proposed, non-standard design feature (e.g., poor sight distance or driveway onto an access-restricted roadway)? <u>The project area is served by the Metropolitan Transit System (MTS) with several bus stops in the vicinity. The project would opt adversely affect these transit operations. Refer to XVI-A.</u>	—	—	<u>X</u>
H. A conflict with adopted policies, plans or programs supporting alternative transportation models (e.g., bus turnouts, bicycle racks)? <u>No such conflicts are proposed.</u>	—	—	<u>X</u>
XVII. UTILITIES – Would the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:			
A. Natural gas? <u>Adequate services are available to serve site.</u>	—	—	<u>X</u>
B. Communications systems? <u>Please see XVII-A.</u>	—	—	<u>X</u>
C. Water? <u>Please see XVII A.</u>	—	—	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
D. Sewer? <u>Please see XVII-A.</u>	—	—	<u>X</u>
E. Storm water drainage? <u>Please see XVII-A.</u>	—	—	<u>X</u>
F. Solid waste disposal? <u>Please see XVII-A.</u>	—	—	<u>X</u>

XVIII. WATER CONSERVATION – Would the proposal result in:

A. Use of excessive amounts of water? <u>The proposed project would result in the typical park consumption.</u>	—	—	<u>X</u>
B. Landscaping which is predominantly non-drought resistant vegetation? <u>Landscaping and irrigation would be in compliance with the City's Land Development Code.</u>	—	—	<u>X</u>

XIX. MANDATORY FINDINGS OF SIGNIFICANCE:

A. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? <u>The project site is located in a developed area with no biological resources located on site or in the immediate surroundings. Thus, project implementation would not adversely impact plant or animal species/ communities.</u>	—	—	<u>X</u>
B. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts would endure well into the future.)	—	—	<u>X</u>

Yes Maybe No

Impact to long term water quality goals would be avoided through street improvements and compliance with storm water standards.

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

— — X

The proposed project would not have a considerable incremental contribution to any cumulative impacts.

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

— — X

The proposed project would not be associated with such impacts. All impacts avoided or mitigated to below a level of significance.

INITIAL STUDY CHECKLIST

REFERENCES

I. Aesthetics / Neighborhood Character

City of San Diego Progress Guide and General Plan.

Community Plan.

Local Coastal Plan.

II. Agricultural Resources / Natural Resources / Mineral Resources

City of San Diego Progress Guide and General Plan.

U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.

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

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

Site Specific Report:

III. Air

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:
- V. Energy**
-
- 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:

GEOCON, Soil and Geologic Reconnaissance,
 Carroll School Neighborhood Park/Mira Mesa
 Community Park Expansion (Mira Mesa Boulevard and
 New Salem Street), San Diego, California, August 25,
 2004.
- VII. Historical Resources**
- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey:

— Site Specific Report:

VIII. Human Health / Public Safety / Hazardous Materials

San Diego County Hazardous Materials Environmental Assessment Listing, 2004.

San Diego County Hazardous Materials Management Division

— FAA Determination

— State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized 1995.

Airport Comprehensive Land Use Plan.

— Site Specific Report:

IX. Hydrology/Water Quality

— Flood Insurance Rate Map (FIRM).

Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

Clean Water Act Section 303(b) list, dated July 2002, http://www.swrcb.ca.gov/tmdl/303d_lists.html.

Site Specific Report:

Burkett & Wong, Water Quality Technical Report for Mira Mesa/Carroll Canyon Park, San Diego, California, December 15, 2004.

X. Land Use

City of San Diego Progress Guide and General Plan.

Community Plan.

Airport Comprehensive Land Use Plan

City of San Diego Zoning Maps

— FAA Determination

XI. 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 Progress Guide and General Plan.

Site Specific Report:

EDAW, Inc., Mira Mesa Community Park Expansion
Noise Impact Analysis, San Diego, California, May 16,
2005.

XII. Paleontological Resources

City of San Diego Paleontological Guidelines.

Demere, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

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

Site Specific Report:

XIII. Population / Housing

- City of San Diego Progress Guide and General Plan.
- Community Plan.
- Series 8 Population Forecasts, SANDAG.
- Other:

XIV. Public Services

- City of San Diego Progress Guide and General Plan.
- Community Plan.

XV. Recreational Resources

- City of San Diego Progress Guide and General Plan.
- Community Plan.
- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources:

XVI. Transportation / Circulation

- City of San Diego Progress Guide and General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.
- Site Specific Report:

Darnell and Associates, Inc., Traffic Summary for
the Mira Mesa Community Park Expansion, San Diego,
California, June 7, 2005.

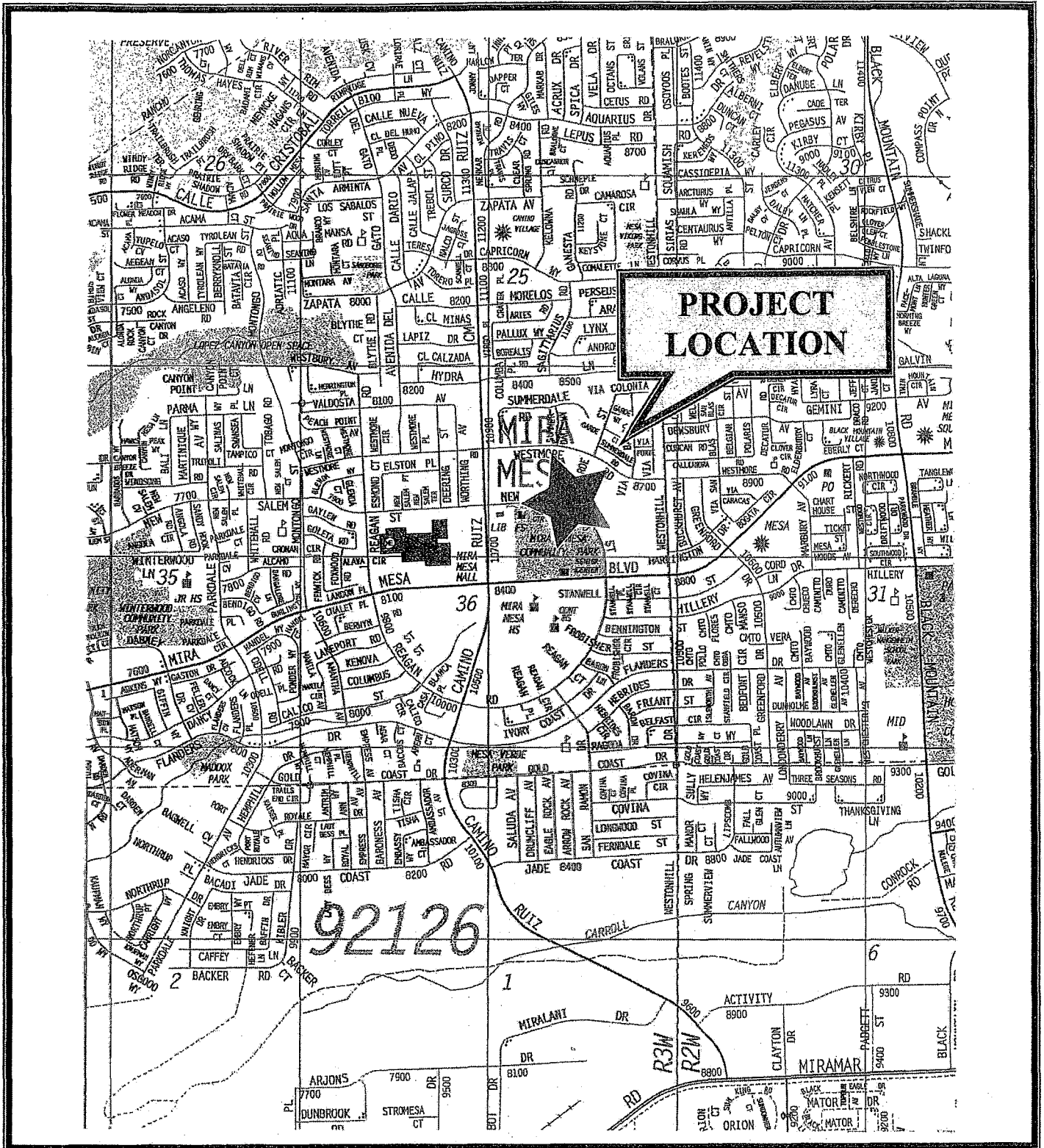
XVII. Utilities

—

XVIII. Water Conservation

—

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

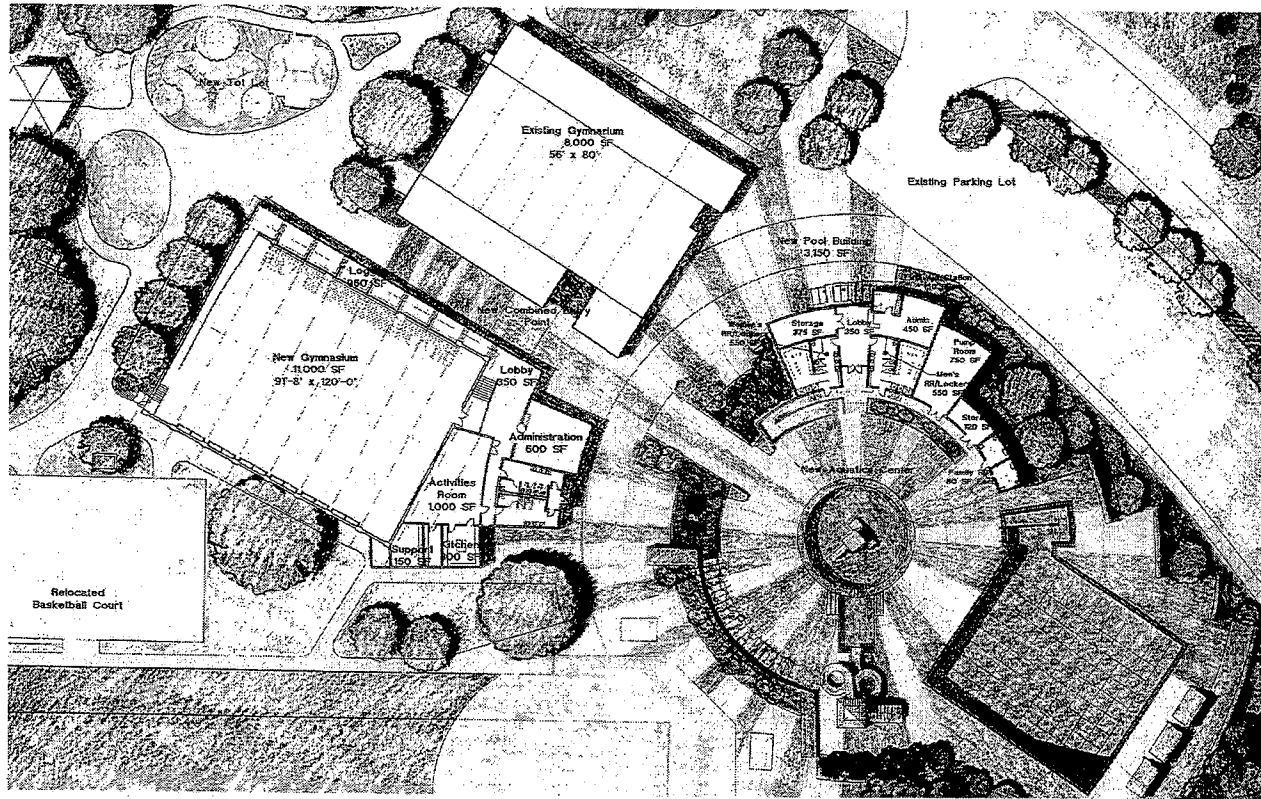


Mira Mesa Community Park Expansion

Location Map
 Environmental Analysis Section Project No. 36762
 CITY OF SAN DIEGO · DEVELOPMENT SERVICES

Figure
1





1 scale: 1/16" = 1'-0"



JANUARY 5, 2005



Site Plan – Mira Mesa Community Park
 Environmental Analysis Section **Project No. 36762**
 CITY OF SAN DIEGO · DEVELOPMENT SERVICES DEPARTMENT

Figure
3

**CARROLL SCHOOL PARK
(AKA MIRA MESA COMMUNITY PARK EXPANSION) PROJECT
MITIGATED NEGATIVE DECLARATION No. 36762 AND MMRP
ADOPTED ON SEPTEMBER 8, 2014**

WHEREAS, on June 21, 2014, the City of San Diego Public Works Department submitted an application to Development Services Department (DSD) for the Carroll School Park (aka Mira Mesa Community Park Expansion) (PROJECT); and

WHEREAS, Section 128.0103(a)(6) of the City of San Diego Municipal Code grants the Planning Director the ability to convey responsibility to prepare environmental documents; and

WHEREAS, the Planning Director has authorized the Development Services Department Director, Deputy Director and DSD staff as delegated by the Director to conduct all environmental evaluations and implement all aspects of the California Environmental Quality Act pursuant to a Memorandum of Understanding dated April 7, 2014; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the Planning Director of the City of San Diego; and

WHEREAS, the issue was heard by the Deputy Director of the Development Services Department on September 8, 2014; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the Planning Director considered the issues discussed in Mitigation Negative Declaration No. 36762 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director of the Development Services Department as designated by the Planning Director that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said

Declaration, together with any comments received during the public review process, has been reviewed and considered by the Deputy Director of the Development Services Department as designated by the Planning Director in connection with the approval of the Project.


BE IT FURTHER RESOLVED, that the Deputy Director of the Development Services Department as designated by the Planning Director finds on the basis of the entire record that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study, that there is no substantial evidence that the Project will have a significant effect on the environment, and therefore, that said Declaration is hereby adopted.

BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department as designated by the Planning Director hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project as required by the Deputy Director of the Development Services Department as designated by the Planning Director in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the DEVELOPMENT SERVICES DEPARTMENT, 1222 FIRST AVENUE, SAN DIEGO, CA 92101 OR CITY CLERK, 202 C STREET, SAN DIEGO, CA 92101.

BE IT FURTHER RESOLVED, that DEVELOPMENT SERVICES STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: September 8, 2014

ATTACHMENT: Exhibit A, Mitigation Monitoring and Reporting Program

**ATTACHMENT A
MITIGATION, MONITORING, AND REPORTING PROGRAM
CARROLL SCHOOL PARK
(AKA MIRA MESA COMMUNITY PARK EXPANSION)
PROJECT NO. 36762**

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

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:

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, applicant t is also required to call **RE and MMC at 858-627-3360**

- 2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) Number 36762 and/or Environmental Document Number 36762, 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.

NOTE: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required 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.

- 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:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting

General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Paleontology	Paleontology Reports	Paleontology Site Observation
Noise	Acoustical Reports	Noise Mitigation Features Inspection
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

NOISE

Prior to the preconstruction meeting, staff shall verify the incorporation of sound attenuation measures as described in the *Mira Mesa Community Park Expansion Noise Impact Analysis, San Diego California*, prepared by EDAW, May 16, 2005.

Specifically, the plans shall indicate a solid three-foot-high attenuation barrier located along the eastern edge of the skate plaza. The barrier shall be constructed of masonry block, wood frame with stucco, 0.5-inch-thick Plexiglas, 0.25-inch-thick plate glass, or other material with demonstrated ability to attenuate exterior noise levels at the ground floor to below 65 CNEL. If transparent barrier materials are used, no gaps shall be allowed between panels.

PALEONTOLOGICAL 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 Paleontological Monitoring have been noted on the appropriate construction documents.

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 paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain 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 has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution 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.

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, Construction Manager (CM) and/or

Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological 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 paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME 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 depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule – After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **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 PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when

unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV'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 Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery 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.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - 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. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP 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: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

- c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects – The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities 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 fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
- 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 forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum 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. 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 the RE via fax by 8AM on the next business day.
 - b. Discoveries – All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries – If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on 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.

V. Post Construction

- A. Preparation and 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 Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the

- Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum 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 Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. 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 two copies of the Final Monitoring Report 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.

I:\AIH\LDRA\EAS\MMRP\Paleo Public_021910.doc

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

**CARROLL SCHOOL PARK
(AKA MIRA MESA COMMUNITY PARK EXPANSION) PROJECT
MITIGATED NEGATIVE DECLARATION No. 36762 AND MMRP
ADOPTED ON SEPTEMBER 8, 2014**

WHEREAS, on June 21, 2014, the City of San Diego Public Works Department submitted an application to Development Services Department (DSD) for the Carroll School Park (aka Mira Mesa Community Park Expansion) (PROJECT); and

WHEREAS, Section 128.0103(a)(6) of the City of San Diego Municipal Code grants the Planning Director the ability to convey responsibility to prepare environmental documents; and

WHEREAS, the Planning Director has authorized the Development Services Department Director and DSD staff as delegated by the Director to conduct all environmental evaluations and implement all aspects of the California Environmental Quality Act pursuant to a Memorandum of Understanding dated April 7, 2014; and

WHEREAS, the matter was considered without a public hearing by the Director of the Development Services Department as designated by the Planning Director of the City of San Diego; and

WHEREAS, the issue was heard by the Director of the Development Services Department on September 8, 2014; and

WHEREAS, the Director of the Development Services Department as designated by the Planning Director considered the issues discussed in Mitigation Negative Declaration No. 36762 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Director of the Development Services Department as designated by the Planning Director that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter



THE CITY OF SAN DIEGO

Date of Notice: September 8, 2014

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. S-00667.02.06

PROJECT NAME/NUMBER: Carroll School Park PPA (aka MIRA MESA COMMUNITY PARK EXPANSION / 36762)

COMMUNITY PLAN AREA: Mira Mesa

COUNCIL DISTRICT: 6

LOCATION: Via de la Valle between San Andres Drive and El Camino Real West, San Diego, California

PROJECT DESCRIPTION: COUNCIL APPROVAL to provide new and enhanced facilities within an approximately 27.82-acre existing community park. Proposed amenities include an aquatic center with two pools, a new recreation center building, a skate plaza, and outdoor basketball courts, baseball fields with associated amenities, restrooms, and associated parking. The site is located at 8575 New Salem Street in the AR-1-2 Zone of the Mira Mesa Community Planning Area. Applicant: City of San Diego, Public Works Department.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Development Services Department

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an Initial Study, which determined that the project could have a significant environmental effect in the following areas: **LAND USE (MSCP/MHPA LAND USE ADJACENCY), BIOLOGICAL RESOURCES, HISTORICAL RESOURCES (ARCHAEOLOGY), AND PALEONTOLOGICAL RESOURCES.** The project proposal requires the implementation of specific mitigation identified in Section V of the Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

DEVELOPMENT PROJECT MANAGER: Angela Nazareno
MAILING ADDRESS: 1222 First Avenue, MS-501, San Diego CA 92101
PHONE NUMBER: (619) 446-5277

On September 8, 2014 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (September 22, 2014). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

CITY OF SAN DIEGO
FACILITIES FINANCING PROGRAM

TITLE: MIRA MESA COMMUNITY PARK - EXPANSION & AQUATIC COMPLEX (FORMERLY CARROLL NEIGHBORHOOD PARK - DEVELOPMENT)

DEPARTMENT: PARK & RECREATION
CIP/WBS #: 29-757.0/S-00667

PROJECT: P-75B
COUNCIL DISTRICT: 6
COMMUNITY PLAN: MIRA MESA

DESCRIPTION:

THIS PROJECT INCLUDES TWO PHASES:

PHASE I WILL PROVIDE FOR AN 11 USEABLE ACRE EXPANSION INTO THE FORMER CARROLL SCHOOL SITE LOCATED ACROSS NEW SALEM STREET FROM MIRA MESA COMMUNITY PARK. IMPROVEMENTS WILL INCLUDE A COMFORT STATION, STORAGE AND CONCESSIONS FACILITIES, A CHILDREN'S PLAY AREA, A TURFED PASSIVE ACTIVITIES AREA, A DECOMPOSED GRANITE JOGGING PATH, PARKING AREAS, MULTIPURPOSE BALLFIELDS, AND PARKING/TRAFFIC CALMING IMPROVEMENTS ALONG NEW SALEM STREET.

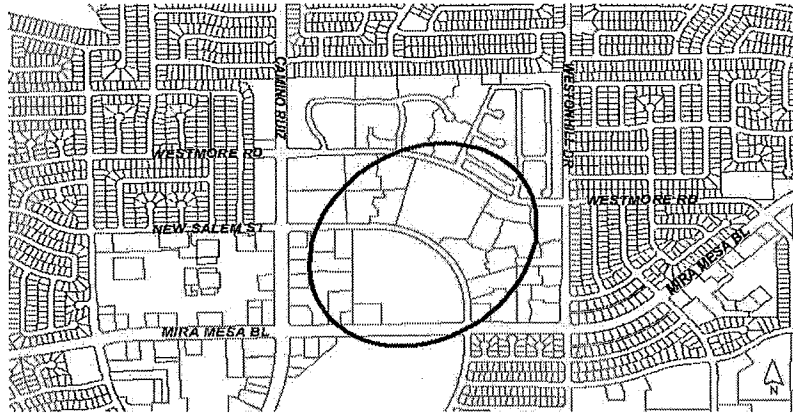
PHASE II WILL PROVIDE FOR THE DESIGN AND CONSTRUCTION OF THE FOLLOWING FACILITIES: AN AQUATIC COMPLEX, WHICH MAY INCLUDE POOLS FOR SPECIALIZED USES; AQUATIC SUPPORT FACILITIES THAT INCLUDE LOCKER ROOMS, STAFF OFFICES AND SHOWERS; A SKATE PLAZA; TWO NEW BASKETBALL COURTS WITH LIGHTS; AN APPROXIMATELY 17,000 SQ FT RECREATION CENTER WHICH MAY INCLUDE A GYMNASIUM, INDOOR COURTS, MULTI-PURPOSE ROOMS, AND OTHER COMMUNITY SERVING FACILITIES; TWO NEW CHILDREN'S PLAY AREAS WITH SHADE STRUCTURES; A NEW GAZEBO; A 6-FT STABILIZED DECOMPOSED GRANITE TRAIL; AND OTHER PARK AMENITIES SUCH AS PICNIC AREAS, BENCHES, WALKWAYS, AND LANDSCAPING.

JUSTIFICATION:

THIS PROJECT IS IN CONFORMANCE WITH GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE MIRA MESA COMMUNITY PLAN RECOMMENDATIONS.

SCHEDULE:

THE GDP FOR ALL PHASES WAS COMPLETED IN FY 2008. CONSTRUCTION FOR PHASE I BEGAN IN FISCAL YEAR 2016, AND IS ANTICIPATED TO BE COMPLETED IN FISCAL YEAR 2017. DESIGN FOR PHASE II WILL BEGIN IN FISCAL YEAR FY 2016, WITH CONSTRUCTION ANTICIPATED TO BEGIN IN FISCAL YEAR 2019.



SOURCE	FUNDING	EXPENDED	CONT APPROP	FY-2016	FY-2017	FY-2018	FY-2019	FY-2020
FBA-MM	\$40,525,427	\$1,811,634	\$9,546,906	\$7,566,887	\$4,000,000		\$17,600,000	
MM WEST*	\$606			\$606				
MM EAST*	\$38			\$38				
OTHER**	\$23,751			\$23,751				
STATE								
			Phase I	Phase I/II	Phase II		Phase II	
TOTAL	\$40,549,823	\$1,811,634	\$9,546,906	\$7,591,283	\$4,000,000	\$0	\$17,600,000	\$0

* MIRA MESA WEST (400027) AND MIRA MESA EAST (400028) MAJOR DISTRICT FUNDS ALLOCATED TO PROJECT AS MID-YEAR ADJUSTMENTS.

** RESIDUAL DEVELOPMENT AGREEMENT FUNDS (FUND 400223) ALLOCATED TO PROJECT DURING MAY REVISE OF FY 2016 CIP BUDGET.

Subtotal No. 3:	\$1,350,554	\$19,357,935
------------------------	--------------------	---------------------

4. Project Administration and Consultant Design Costs (% of Accumulative Subtotal No. 3)

(Select one and enter 1 in the Quantity column)

Construction cost \$0 - \$100,000	50%		\$0
Construction cost \$100,001 - \$500,000	40%		\$0
Construction cost \$500,001 - \$2M	35%		\$0
Construction cost > \$2M	30%	1	\$5,807,380
Subtotal No. 4:			\$5,807,380
			\$25,165,315

5. Environmental Review (CEQA) Costs

(Select one and enter 1 in the Quantity column)

Categorical Exemption	\$5,000	1	\$5,000
Mitigated Neg. Declaration (MND)	\$150,000		\$0
Environmental Impact Report (EIR)	\$250,000		\$0
Subtotal No. 5:			\$5,000
			\$25,170,315

TOTAL PARK CONSTRUCTION COST **\$25,170,315**

6. Land Acquisition and Associated Improvements

Land + Improvements + Carrying costs:	1	LS	\$0
or			
Land value (Purchase price):	1	LS	\$0
Improvements + Carrying Costs:	1	LS	\$0
or			
Land value (Purchase price):	1	LS	\$0
Property taxes:	1	LS	\$0
Maintenance costs:	1	LS	\$0
Appraisal:	1	LS	\$0
Interest on property loan:	1	LS	\$0
Improvements (rough grading, street construction, utilities & miscellaneous)	1	LS	\$0
Interest on site improvements	1	LS	\$0
Subtotal No. 6:			\$0
			\$0

TOTAL PROJECT COST (Park Construction + Land Acquisition & Improvements) **\$25,170,315**

Notes:

1. Park Development unit costs included in Section 1 should be adjusted annually to reflect the Engineering News Record Construction Cost Index for Los Angeles (CCI) rate change (from March-to-March). This worksheet was originally prepared incorporating the March 2011 CCI rate change (2.72%). The unit costs currently included in Section 1 incorporate the March 2012 (2.48%), March 2013 (0.00%), March 2014 (4.35%) and March 2015 (2.46%) CCI rate change.
2. Park site includes: Grading/drainage; irrigation; turf and landscaping; walkways; fencing; security lighting; drinking fountains; benches; tables ; trash receptacles; and identification signage.
3. Security Lighting is included in Park site cost.

Park & Recreation

Mira Mesa CP - Exp & Aquatic Complex / S00667

Parks - Neighborhood

Council District: 6	Priority Score: 55
Community Plan: Mira Mesa	Priority Category: Medium
Project Status: Continuing	Contact Information: Oliver, Kevin
Duration: 2004 - 2018	619-533-5139
Improv Type: Betterment	koliver@sandiego.gov

Description: This project provides for developing approximately 11 usable acres of the former Carroll School park site across the street from Mira Mesa Community Park. Amenities include a comfort station and ballfields. The Mira Mesa Community Park will also be upgraded to include a pool complex, improved recreation center, and skate plaza. The street between the two sites will include parking and street calming. This project will be phased as funding becomes available. Phase I includes the ballfields and street calming. Phase II includes the pool complex and skate plaza. Phase III includes recreation center improvements.

Justification: This project will contribute to satisfying the population-based park acreage requirements set forth in the City's General Plan.

Operating Budget Impact: This facility will require an on-going operational budget for personnel and non-personnel expenses. For Phase I only, the current cost estimate of \$144,000 is based upon the Park and Recreation Department's current cost to maintain various landscaped areas and comfort stations. Operational costs for the project will be revised as all amenities and unique site characteristics are considered.

Relationship to General and Community Plans: This project implements the recommendations found in the Mira Mesa Community Plan and is in conformance with the City's General Plan.

Schedule: General Development Plan was approved in June 2005. Funding for Phase I construction was made available in Fiscal Year 2013. Phase I construction by design-build contractor anticipated to begin in early Fiscal Year 2016. Phase II pool complex and skate plaza anticipated in Fiscal Year 2018.

Summary of Project Changes: Facilities Benefit Assessment funding in the amount of \$17.0 million was reprogrammed. \$7.6 million will be received in Fiscal Year 2016 and \$9.5 million is anticipated to be received in Fiscal Year 2018. An additional \$23,751 in Facilities Benefit Assessments funding has been allocated to this project in Fiscal Year 2016 for additional storm water requirements and drought tolerant landscaping at the Mira Mesa Community Park.

Expenditure by Funding Source

Fund Name	Fund No	Exp/Enc	Con Appn	FY 2016	FY 2016 Anticipated	FY 2017	FY 2018	FY 2019	FY 2020	Future FY	Unidentified Funding	Project Total
ANA - Blk Mtn Rd Bridge	400223	\$ -	\$ -	\$ 23,751	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,751
Mira Mesa - FBA	400085	10,873,147	485,393	7,566,887	-	-	9,504,516	-	-	-	-	28,429,943
Total		\$ 10,873,147	\$ 485,393	\$ 7,590,638	\$ -	\$ -	\$ 9,504,516	\$ -	\$ -	\$ -	\$ -	\$ 28,453,694

Operating Budget Impact

Department - Fund	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Park & Recreation - GENERAL	FTEs 0.00	1.25	1.25	1.25	1.25
FUND	Total Impact \$ -	\$ 60,751	\$ 148,176	\$ 150,341	\$ 152,718

ATTACHMENT 9

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Bruce Brown [<mailto:bbrown7811@sbcglobal.net>]
Sent: Monday, March 07, 2016 4:36 PM
To: Field, Andrew <AFfield@sanidiego.gov>; Shifflet, Robin <RShifflet@sanidiego.gov>; Oliver, Kevin <KOliver@sanidiego.gov>; Del Rincon, Ana Legy <ADelRincon@sanidiego.gov>; Crockett, Don <DCrockett@sanidiego.gov>; Rodrigues, Mike <MRodrigues@sanidiego.gov>; Castro, Angel <ALCastro@sanidiego.gov>
Cc: Joe Frichtel <jfrichtel@yahoo.com>; Alfie Radlick <aradlick21@gmail.com>; Jeff Stevens <jeffstev@san.rr.com>
Subject: Mira Mesa Community Park expansion - phase 2 and 3 - summary of March 4th meeting

To All,

Based on the meeting of March 4th the following items were discussed about moving forward with the Mira Mesa Park expansion phase 2 and 3:

1. Robin is going to put together the necessary paperwork and send it to Kevin Oliver so that the process of hiring a consultant to work on Phase 2 and 3 can begin.
2. That the swimming pool will be designed, deep enough to accommodate water polo, swimming lanes and have an additional area where swim lessons and water exercising can take place. There will also be an above ground kids' area by the pool with a slide or Splash pad. The main concern is that the pool be suitable for teaching the young & old to swim as well as for water exercise by older folks while allowing swim clubs an area they can practice. A good model for the pool would be the one at Memorial Park.
3. Because the existing two basketball courts are so heavily used the replacement of these basketball courts (both courts) be done in Phase 2 and before the older courts are removed and work begins on the swimming pool.
4. That we plan Phase 2 and 3 together to make sure the total design is done in the most efficient manner possible and that special care be used in the type of concrete used on the deck areas to assure that they will last.
5. Construction on Phase 2 may begin sometime in late 2017 with the pool coming on line in 2019.

6. We also discussed that the Wheels Friendly Area could be reoriented and/or adjusted in size, if required.
7. The Children's Playground and the Gazebo must be replaced in kind or with larger ones.
8. The overall design of both phases may well be effected, negatively, by the storm water requirement which will probably require substantial foot prints.
9. It was also mentioned/confirmed that substantial shade would be provided over the Playground, Pool Areas and perhaps other areas.
10. A large shaded patio as part of either Gil Johnson or the new Recreation Center could, functionally, be equivalent to a Gazebo thereby, possibly, allowing a better more functional park design.

Thank you again for taking time out of your busy schedule to discussed this important park project.

Bruce Brown

Shifflet, Robin

From: Pallera, Luis
Sent: Thursday, March 17, 2016 5:01 PM
To: Field, Andrew; Shifflet, Robin
Cc: Nassar, Mark; Ruiz, Kathy; Parker, Herman; Winter, Jim; Rodrigues, Mike
Subject: RE: Mira Mesa CP Phase II

Hi Andy & Robin,

After speaking with the Rec Council and the Councilmember our office is comfortable moving forward with the submittal package as is. We would like Willy Santos to be able to provide input in the public outreach though. I want to thank you for all the help!

Best,

Luis Pallera
 Council Representative
 COUNCILMEMBER CHRIS CATE
 City of San Diego - Sixth District

"Proudly serving the Neighborhoods of District 6"

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[Website](#) | [NextDoor](#)

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From: Field, Andrew
Sent: Thursday, March 17, 2016 4:52 PM
To: Pallera, Luis <LPallera@sandiego.gov>; Shifflet, Robin <RShifflet@sandiego.gov>
Cc: Nassar, Mark <MNassar@sandiego.gov>; Ruiz, Kathy <KRuiz@sandiego.gov>; Parker, Herman <HParker@sandiego.gov>; Winter, Jim <JWinter@sandiego.gov>; Rodrigues, Mike <MRodrigues@sandiego.gov>
Subject: Re: Mira Mesa CP Phase II

Hi Luis,

Per our telephone conversation this afternoon, please find below a link to the SDMC associated with skate parks. There are distinct rules for skate parks that preclude other wheeled vehicle uses, including bicycles (see highlight below). Our conversations with community leaders to date seem to indicate that they would like to see a "wheels friendly" plaza without distinction as to skateboard, roller blade, roller skate, bicycles, etc.

Finally, it is important to note formal skate parks such as the one nearing construction at Linda Vista Community Park can be costly depending on the amenities included in the park (such as skate rivers, half pipes, full pipes, bowls, obstacles, rails, etc.) The cost for Linda Vista skate park is listed as \$3M in the latest CIP document (see project S15008 in <https://www.sandiego.gov/sites/default/files/legacy/fm/annual/pdf/fy16/vol3/v3parkandrec.pdf>). We believe

we may need even more funds beyond the \$3M for a comprehensive sports lighting system for the skate park; we'll confirm that once that project goes out to bid (in the very near future).

<http://docs.sandiego.gov/municode/MuniCodeChapter06/Ch06Art03Division01.pdf>

§63.0107 Use of Skate Park Facilities Located on Property Owned by the City of San Diego

(a) It is unlawful for any person to use a skateboard, roller-skates, roller-blades, in-line skates, or similar device(s) at any skate park facility located on property owned by the City of San Diego, unless that person is:

(1) Wearing a helmet, elbow pads, and knee pads which are commercially manufactured and designed specifically for the designated activity;

and

(2) twelve years of age or older, unless accompanied by a *Responsible adult*. "*Responsible adult*" has the same meaning as in Municipal Code section 58.0101.

(b) The only devices allowed in a skate park facility are skateboards, rollerskates, roller-blades, and in-line skates. Any other devices, including but not limited to bicycles, scooters, and motorized vehicles, are unlawful to use in a skate park facility.

(c) It is unlawful for any person to bring into a skate park facility any item, equipment, ramp or other material which can be used to perform tricks or stunts.

(d) It is unlawful for an operator of a skate park facility located on property owned by the City of San Diego, to fail to post signs at the facility:

(1) Providing reasonable notice that any person using the skate park facility without wearing a helmet, elbow pads, and knee pads, is subject to citation under the provisions of this Code; and

(2) Providing reasonable notice that any person violating any of the provisions of Section 63.0107 is subject to citation under the provisions of this Code.

("Use of Safety Equipment at City Skateboard Facilities" added 11-8-1999 by O-18706 N.S.; "Park Rangers Authorized to Enforce State and Local Codes" renumbered to Sec. 63.0108 on 11-8-1999 by O-18706 N.S.)

(Amended 9-11-2009 by O-19897 N.S; effective 10-11-2009.)

Thanks,

Andy Field

Assistant Director

City of San Diego

Park and Recreation Department

T (619) 235-1110

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City of San Diego Strategic Plan Vision

From: Paller, Luis
Sent: Thursday, March 17, 2016 3:34 PM
To: Shifflet, Robin
Cc: Field, Andrew; Nassar, Mark
Subject: RE: Mira Mesa CP Phase II

Hi Robin,

To my understanding the community called it a "wheel friendly plaza" to not concern resident that would not be supportive of a skate park. However our office is extremely supportive of doing a full skate park as part of the project. We would like Willy to be involved in the project as much as possible, how would he apply to be the consultant if he is interested in doing so? Thank you for the help!

Best,
Luis Paller
Council Representative
COUNCILMEMBER CHRIS CATE
City of San Diego - Sixth District

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From: Shifflet, Robin
Sent: Thursday, March 17, 2016 2:14 PM
To: Paller, Luis <LPaller@sanidiego.gov>
Cc: Field, Andrew <AFfield@sanidiego.gov>; Nassar, Mark <MNassar@sanidiego.gov>
Subject: Mira Mesa CP Phase II

Hi Luis, Park Planning is preparing the Mira Mesa CP Phase II project transfer to Public Works to begin the design of the project. It was brought to my attention that the future skate plaza as shown on the General Development Plan is to be a "Wheel Friendly Plaza" based on the community's request (Bruce Brown, Jeff Stevens, and Joe Frichtel) and not a skate park. Have you heard that the community wants a full skate part at this site?

Also, I wanted to clarify with you what type of involvement Willy would have in the Wheel Friendly project? Would he attend the public workshops and give input OR was he to be hired as a consultant for the Wheel Friendly Area?

Thank you.

Robin Shifflet
Development Project Manager III
City of San Diego

Planning Department

T (619) 533-4524
sandlego.gov

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APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **POLICY**

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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="text"/>	<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>			

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

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

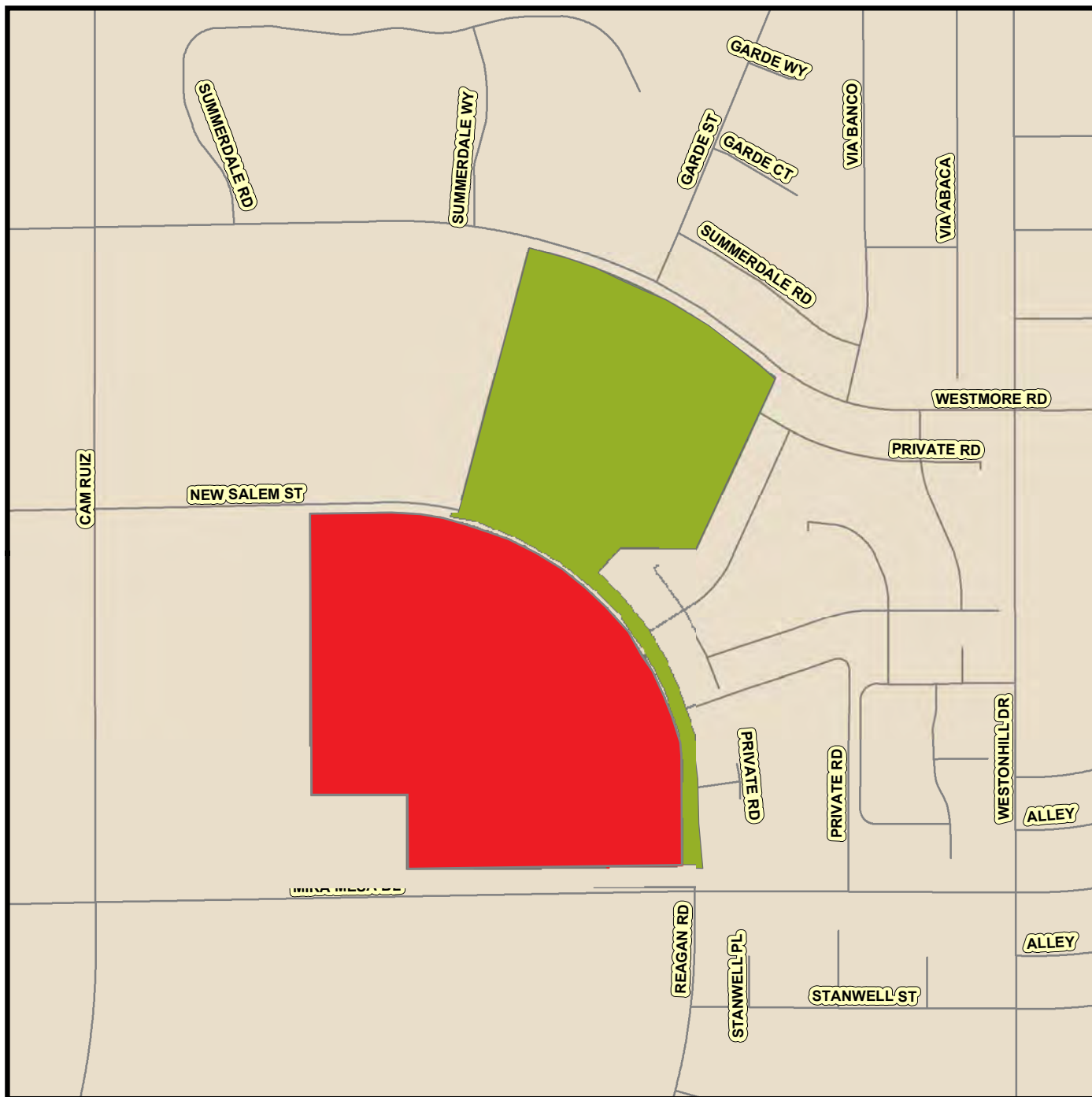
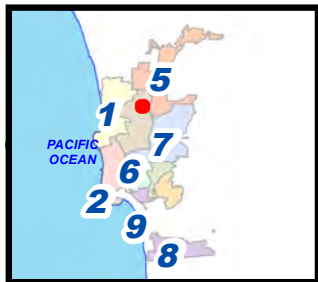
Mira Mesa Community Park Phase 2

SENIOR ENGINEER
Kevin Oliver
(619) 533-5139

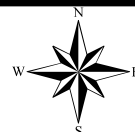
PROJECT MANAGER
Juliana Grotzinger
(619) 629-1680

PROJECT ENGINEER
Mehdi Rashidpour
(619) 533-4221

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



Legend Mira Mesa Community Park Phase 2



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APPENDIX F
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE / / _____

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UNNA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES | FLAMMABLE | TOXIC
 SOLID | LIQUID | CORROSIVE | REACTIVE | OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
B	INCIDENT DATE: MO DAY YR TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)	CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>
D	PHYSICAL STATE CONTAINED: <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED: <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS
D	ENVIRONMENTAL CONTAMINATION: <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	QUANTITY RELEASED: _____ TIME OF RELEASE: _____ DURATION OF RELEASE: _____ DAYS _____ HOURS _____ MINUTES
E	ACTIONS TAKEN	
E		
E		
E		
E		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)	
F	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____	
F	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____	
F	<input type="checkbox"/> NOTKNOWN (explain) _____	
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
G		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
H		
H		
H		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.	
I	REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX G
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

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

APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



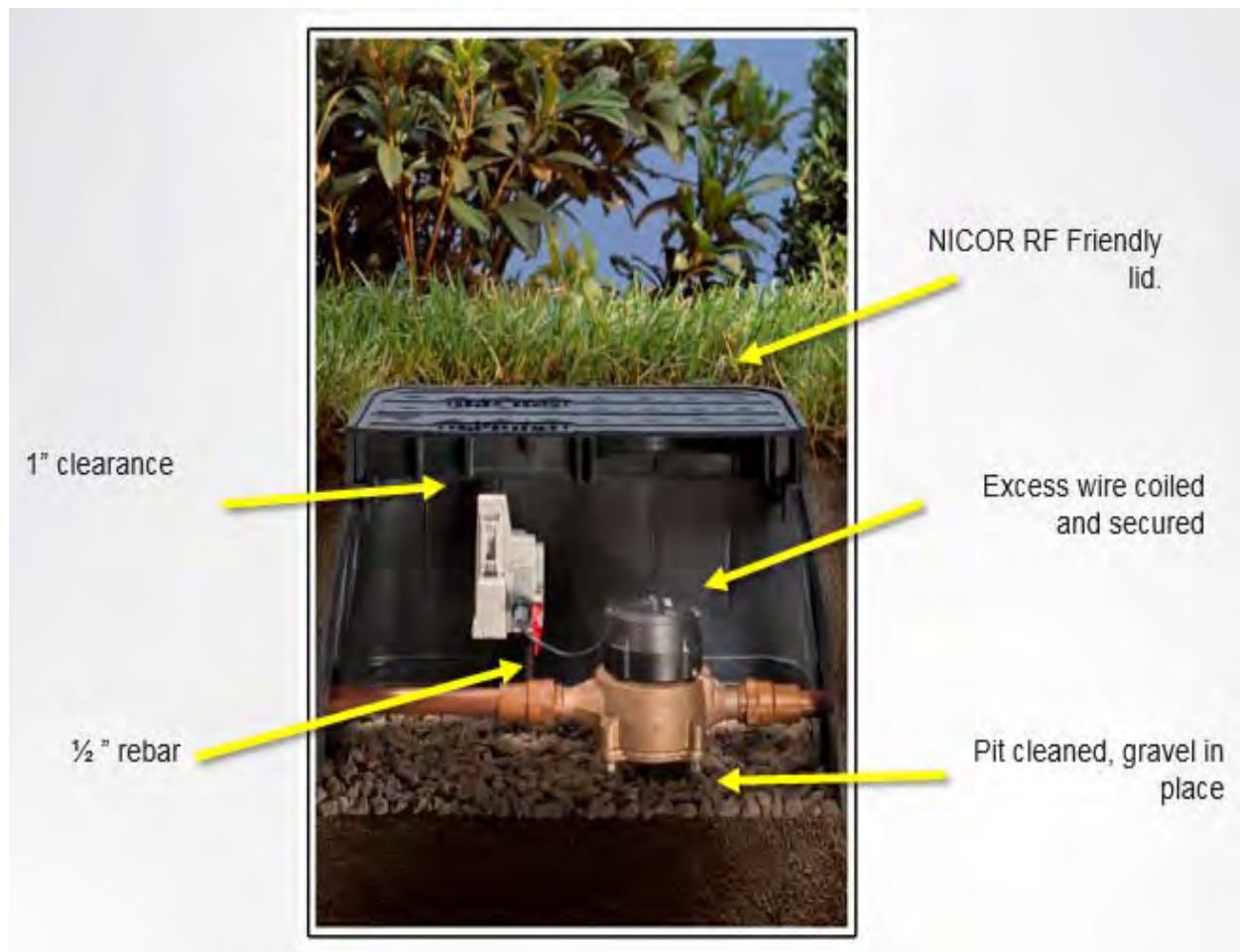
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

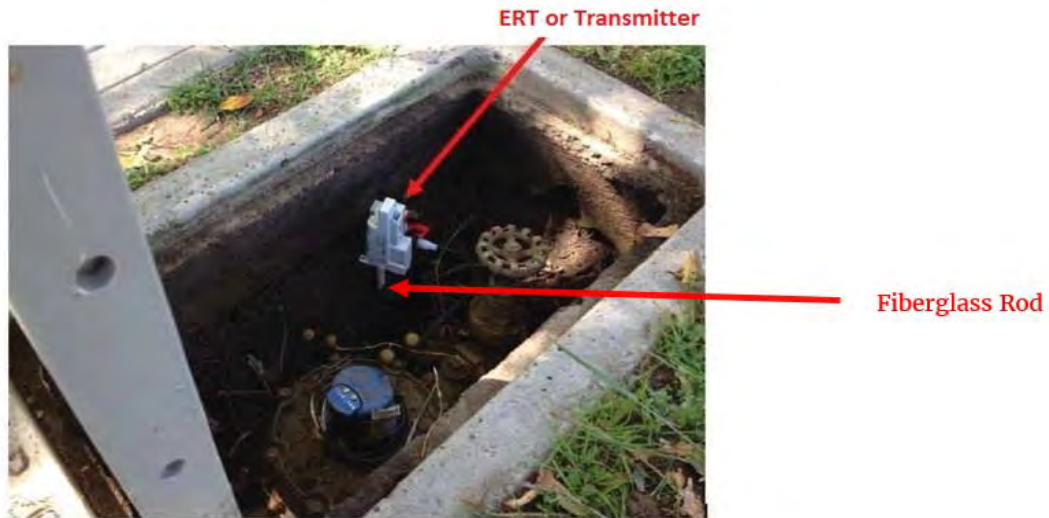


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

APPENDIX I

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

APPENDIX J
PUBLIC ART INSTALLATION

PUBLIC ARTWORK

1.1 Summary

Mira Mesa Community Park Phase II (Project) is subject to City of San Diego Council Policy 900-11, "Inclusion of Public Art in Selected Capital Improvements Program." Therefore, Katherine Clark (Artist) received a contract from the City of San Diego (City) to provide public Artwork design, fabrication, delivery of public Artwork to the site, and oversight during installation. The resultant public Artwork will become an acquisition of the Civic Art Collection, which is managed by City staff. The public Artwork is a "Tnemec"-coated, mild steel pavilion detailed in the set of drawings numbered **42010-1-D** through **42010-10-D** with the title Parkeology Mira Mesa Community Park Pavilion, included in this Appendix, including lighting and a securitized electrical outlet, to be sited permanently between the playgrounds in the northwest section of the Project.

This section describes the requirements for the installation of the public Artwork and coordination with the Artist and the Artist's subcontractors. The General Contractor's (Contractor) work and responsibilities related to the Artwork include receiving the artwork from Artist and Artist's subcontractors and installing the Artwork on the Artwork foundation as detailed on set of drawings named Parkeology Mira Mesa Community Park Pavilion, included in this Appendix, and incidental items including, but not limited to rigging, moving Artwork, and storage on site. The Contractor will install the Artwork, as shown in the Artwork construction plans and specifications in set of drawings named Parkeology Mira Mesa Community Park Pavilion, included in this Appendix. The Artwork is being fabricated off-site, and the Artist and the Artist's subcontractors will transport the Artwork to the Project. The Contractor must account for the time and materials necessary for coordinating with the Artist and the Artist's subcontractors on the integration of the public Artwork throughout the duration of the project.

1.2 Submittals

- A. Contractor must provide manufacturer's data for all products and finishes to be furnished under this section for Artist and Artist's subcontractor's approval.
- B. Artist and Artist's subcontractor shall provide Shop Drawings /submittals as specified in the set of drawings numbered **42010-1-D** through **42010-10-D** with the title Parkeology Mira Mesa Community Park Pavilion, included in this Appendix.

1.3 Project Conditions

- A. Contractor will coordinate with Artist, Artist's subcontractors, and City for all activities related to public Artwork installation.
- B. Contractor must include activities related to public Artwork installation on the construction schedule.

1.4 Contractor's and Artist's Work

- A. Artist or Artist's subcontractors will deliver the Artwork to the site and consult during the installation of the Artwork by the Contractor.

B. Contractor responsible for all on-site labor for installation of the Artwork:

1. Contractor responsible for including public Artwork installation in construction schedule;
2. Contractor responsible for staging, storage, and offloading of Artwork elements on site;
3. Contractor responsible for materials and equipment required to install public Artwork;
4. Contractor responsible for consulting with the City, Artist, and Artist's subcontractors in planning for and performing installation of Public artwork; and
5. Contractor responsible for the protection of public Artwork from adjacent construction activities, as well as any damages to public Artwork as the result of adjacent construction activities, after installation is complete and prior to filing Notice of Completion.

1.4.1. Public Artwork Foundation and Electrical Conduit – Prior to the delivery of the public Artwork to the site, the Contractor must install the public Artwork foundation and electrical conduit as specified in drawing set named Plans for Construction of Mira Mesa Community Park Phase II Improvements per Plans numbered **42010-001-D** through **42010-524-D** and additional information included in the Plans included in Appendix J – Public Art Installation named Parkeology Mira Mesa Community Park Pavilion. The Contractor will coordinate with the Artist and the Artist's subcontractors during the installation of the public Artwork foundation to ensure accurate correspondence between public Artwork being fabricated off-site, including but not limited to ensuring precise alignment between the anchor rods embedded in the public Artwork foundation and the hole pattern of the public Artwork columns and other components.

1.4.2. Public Artwork Installation – The Contractor must have experience installing custom fabricated, a permanent outdoor sculpture of a similar scale and complexity, or the Contractor must subcontract with a professional artwork installer, defined as a custom fabricator and/or construction company and/or art handler with experience installing a custom fabricated, outdoor, permanent sculpture of similar scale and complexity and that meets the Contractor's criteria for subcontracting, to receive delivery of, erect, assemble, and attach the public Artwork to the public Artwork foundation. The Contractor and any subcontracted Artwork installer must account for the time and materials necessary for the installation of the public Artwork including but not limited to the following as suggested by the Artist's design engineer:

- Erect primary steel
 1. Back wall steel framing detailed to be shop fabricated, to come out as a single piece
 2. Radial steel framing to come out in 'L' pieces, each Pipe6STD column paired with corresponding HSS6x6x1/4 beam above.
 3. Attach all elements at the work point via bolted connections as detailed.

4. Erect “finishing touches” steel such as work point cover plates via bolted connections as detailed.
 5. Erect water-cut steel art plates via bolted connections detailed. These plates will include shop-welded fascia plates.
- Erect benches and pour finishing concrete into benches.

The Artist shall coordinate with the Contractor and any subcontracted professional Artwork installer to develop a plan regarding the delivery and installation of public Artwork for review by and subject to the approval of the City Art Commission prior to the delivery of the public Artwork to the site. The Contractor and any subcontracted Artwork installer will accommodate the oversight of the Artist and the Artist’s subcontractors during the public Artwork delivery and installation process. The Contractor assumes responsibility for the public Artwork from the point of its delivery at the project site until the filing of the Notice of Completion.

1.4.4 Lighting, Electrical, and Finishing Site Surrounding the Public Artwork – After public Artwork is installed, the Contractor shall install conduit wiring and lighting control components and complete the slab on grade as specified in drawing set named Plans for Construction of Mira Mesa Community Park Phase II Improvements per Plans numbered **42010-001-D** through **42010-524-D** and additional information included in the Plans included in Appendix J – Public Art Installation named Parkeology Mira Mesa Community Park Pavilion. Upon completion of slab on grade, Contractor shall install lighting fixture provided by Artist as specified in the Plans named Parkeology Mira Mesa Community Park Pavilion, included in this Appendix. The Contractor shall take all precautions to ensure that the public Artwork is not damaged while finishing the site near the public Artwork, including but not limited to producing a temporary barrier of appropriate height to protect the public Artwork from adjacent construction activities. The Contractor assumes responsibility for any damages to the public Artwork that are a result of any construction activities during and after the installation of the public Artwork and prior to filing the Notice of Completion.

1.5 Public Artwork Inspection

- A.** Contractor shall coordinate with City for inspections under permit procedures identified on the Artwork drawings.
- B.** If City inspection requires changes from approved plans, the Contractor will receive a correction notice. The Contractor shall coordinate with the Artist and Artist’s subcontractor to resolve the correction notice and coordinate any additional permit review required by the City. The Artist will be responsible for any additional permit fees associated with the Artwork.
- C.** Upon completion of the public Artwork installation, the Artist, the Artist’s subcontractors, and the City shall jointly request a walkthrough for final acceptance by the City. City staff will prepare punch list items for completion of the work and final acceptance. Upon completion of the punch list and all inspections have been signed off by the City inspectors, the City will prepare a letter formally accepting the Artwork.

1.6 Contractor Coordination

- A.** Contactor will notify the City or the Construction Manager of all work and work-related time schedules and of the status of all public Artwork-related work.

1.7 Access to Site

- A.** Contractor will cooperate with Artist and Artist’s subcontractors for the delivery of Artwork, so that delay or hindrance to their work will be avoided.
- B.** Contractor will allow Artist and Artist’s subcontractors access to the site as requested by the Artist, Construction Manager, or the City.
- C.** Contractor will ensure the site is prepared to receive Artwork and will fulfill reasonable site requirements as requested by the City and/or the Construction Manager for the Artist and Artist’s subcontractors’ work, including, but not limited to delivery area for the Contractor to offload Artwork.

GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
2. UPON ISSUANCE OF A PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
3. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICES.
4. IMPORTANT NOTICE: SECTION 4316 OF THE GOVERNMENT CODE REQUIRES A DISCREET IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE ISSUED. FOR YOUR DISCREET ID NUMBER, CALL UNDERGROUND SERVICE SURVEY, 755-1795 (800) 422-4433, TWO DAYS BEFORE YOU DIG.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROMISING AND LOCKING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH-LINE WHEN MAINTAINING A 1 FOOT VERTICAL CLEARANCE.
6. PUBLIC IMPROVEMENTS SUBJECT TO EXISTENCE OF DAMAGE: IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY SATISFACTORY TO THE PERMITTING AUTHORITY.
7. DEVIATIONS FROM THESE SIZED PLACES WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE PERMITS AUTHORITY BY THE APPLICANT/OWNER.
8. CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL SIGNS, SIGNALS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION.
9. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRECONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD SERVICES DIVISION (805) 627-3200.
10. CONTRACTOR SHALL ONLY PERFORM SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRECONSTRUCTION MEETING.
11. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
12. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNEXPECTED SITUATIONS SUCH AS DAMAGE TO UNDERGROUND WATER MAINS, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND STREAM POLLUTION.
13. MANHOLES, VENTS AND FULL BOX COVERS SHALL BE LABELED WITH THE NAME OF COMPANY AND HAVE A SIGN REQUIRING LED WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.5.
14. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE PERMITTING ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.
15. CONTRACTOR SHALL PROVIDE RED-ONE SIGNAGE WITH 2'-0" X 4' OF THE FOLLOWING: "RED-ONE AND RED-ONE DELAYED"
16. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 1 FOOT VERTICAL SEPARATION TO ALL UTILITIES UNLESS OTHERWISE SPECIFIED ON THE PLAN.
17. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITIES GOALS DURING AS HANDLED THAT ARE NOT IN "AS-BUILT" CONDITION IN PROVIDED WORKING DAMAGED ZONES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW LINES INCLUDING WATER, SEWER, DRAINAGE, STREET LIGHTS, GAS, CABLE-TV, COAXIAL, CON. ETC. ALL NEW METAL LIDS SHALL BE SLP RESISTANT AND RETAILED FLUSH WITH PROPOSED SURFACE UNLESS A SLP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE, NEW DENTS AND HOLES SHALL BE INSTALLED.
18. CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY HOLES OF EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS AND DAMAGED SIGNALS OR SIGNALS RESPECTIVE LINE TO CONSTRUCTION ACTIVITIES FOR A PERIOD OF ONE (1) OR MORE DATES SATISFACTORY TO THE CITY ENGINEER. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND REINSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION SATISFACTORY TO THE CITY ENGINEER.
19. PRIOR TO CONSTRUCTION, SIGNAGE MONUMENTS (HORIZONTAL AND VERTICAL) THAT ARE LOCATED IN THE CONSTRUCTION AREA SHALL BE RED-OUT AND REFERENCED BY A LAND SURVEYOR.
20. UPON COMPLETION OF CONSTRUCTION, ALL DETACHED SURVEY MONUMENTS ARE REQUIRED TO BE REPLACED, AND A CORNER RECORD OR RECORD OF SURVEY SHALL BE PREPARED AND FILED WITH THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYOR ACT, SECTION 8716 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

GROUND WATER DISCHARGE NOTES

1. ALL GROUND WATER EXTRACTORS AND SHARP WASTE DISPOSALS TO CONTACT WATERS NOT SUBSTANTIAL TO THE SAN DIEGO BAY AND PROMOTED WATERS. IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "DISCHARGE PERMIT" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE STATE PROVISIONS AND CONDITIONS OF STATE WATER RESOURCES CONTROL ACT (SWRCB).
2. THE ESTIMATED MAXIMUM DISCHARGE SHALL NOT EXCEED THE WATERS OF THE REGIONAL "TREATMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD AND "DISCHARGE PERMIT" AUTHORITY FOR REGIONAL WATERS AND DISCHARGE OPERATIONS, SUBJECT TO ACCOMMODATE THE ACHIEVED RATES.
3. ALL GROUND WATER EXTRACTORS AND SHARP WASTE DISPOSALS TO SURFACE WATERS NOT SUBSTANTIAL TO THE SAN DIEGO BAY AND PROMOTED WATERS. IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "DISCHARGE PERMIT" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE STATE PROVISIONS AND CONDITIONS OF STATE WATER RESOURCES CONTROL ACT (SWRCB).

DISCIPLINE (CODE LOG)
 COVER SHEET CS
 ARCHITECTURE A1
 STRUCTURAL S

Tara Shi Studio

1724 13th Avenue #81
 San Diego, CA 92101
 (619) 488-4551

PROJECT INFORMATION

1. SITE ADDRESS:
 Mira Mesa Community Park
 3575 New Town Rd.
 San Diego, CA 92118
 OSP Permit #: 26-1063091
2. OWNER:
 City of San Diego
 325 N Street, Suite 750
 MCMBR
 San Diego, CA
 92101
 (619) 292-6344
3. AEROSPACE PARCEL NUMBER:
 269 311-041-04-100
4. LEGAL DESCRIPTION:
 SEC 36-14-3W-NEO-1EX ST1DOC82-102673 IN
5. PROPOSED PAVILION:
 Structure Footprint: 35'x41'
 Date of Issue: 1/18/24

PROJECT DIRECTORY

1. ARCHITECT:
 Parkeology LLC
 1803 W. Ave.
 Apt. 5
 Encinitas, CA 92021
 (760) 941-8477
2. STRUCTURE FABRICATOR:
 Tera Industries Inc.
 2170 20th Street
 Los Angeles
 CA 90015
 (310) 787-1021
3. SCULPTURE/ART LENDER:
 Charles G. Mira, Senior Public Art Manager
 The City of San Diego
 Commissioner for the Arts and Culture
 (619) 236-6833
4. LIGHTING DESIGN:
 Buzza Lighting Design
 2131 Wynnwood Ave.
 Suite 216
 San Jose, CA 95121
 info@buzzalighting.com
 (408) 793-4749

DESIGN STANDARDS:

1. Designed in accordance with the 2018 International Building Code (IBC) and the 2015 California Building Code (CBC).



3D RENDERS

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, GENERAL NOTES, SITE PLAN
2	FOUNDATION, STRUCTURE
3	WALL, BENCH, DETAILS, LIGHTING
4	STRUCTURAL FRAME & 3D VIEW
5	FOUNDATION, WALK-FLOOR FRAMING, WALK-FLOOR & 3D VIEW
6	5.3.1 Structural Details
7	5.3.2 Structural Details
8	5.3.3 Structural Details
9	5.3.4 Structural Details
10	5.3.5 Structural Details

MATERIAL SPECIFICATIONS:

1. SLAB ON GRADE, CONCRETE BENCH:
 3000-4000 Psi Blue Star, GC-418-3.5,
 3 lbs in white cement with gray sand
 SDS to be constructed by others.
2. STEEL PAVILION (W/SH COLUMN AND JOIST),
 PERFORATED STEEL SHEET METAL, UNPOWDERED
 HARDWARE, BENCH STEEL FLATS:
 - 1 Coating System for AESS w/2nd Primer
 System Type: Ammoniacal Inhibition (Electrocoat /
 Polyisocyanate Epoxy
 - Surface Preparation: SSPC-SP10/NACE 2
 Near-White Blast Coating with a minimum
 anchor profile depth of 1.0 mils
 - Primer (Shop Applied): Series 04 HD,
 Hydro-Zinc at 4.5 to 5.5 mils DFT
 - Primer (Field Touch-Up): Series 04 HD,
 Hydro-Zinc at 3.5 to 4.0 mils DFT
 - Intermediate Coat: Series 04 HD w/White
 Epoximine II at 4.5 to 6.0 mils DFT
 - Finish Coat: Series 051V Fluorocarb II at
 3.0 mils DFT

MONUMENT PRESERVATION:

MONUMENT PRESERVATION CERTIFICATION
 The Contractor shall be responsible for any monumentation
 which remains on site which will be disturbed or destroyed by
 construction. Such points will be referenced and replaced
 with appropriate monumentation by the license holder surveyor
 or registered civil engineer authorized to practice land
 surveying, A Corner Record or Record of Survey, as
 appropriate, shall be filed by the license holder surveyor or
 civil engineer as required by the Professional Land Surveyor
 Act (Business and Professions Code Section 8771)
 determined during these additional survey monumentation
 preservation may be required per International Building
 Code 304.

SCOPE OF WORK:

1. Engineering, fabrication, delivery and installation of an
 artistic steel pavilion. Pavilion will be prefabricated into
 large components and bolted together on site.
2. All aspects of art pavilion and art pavilion foundation
 designed by artist and artist engineer and installed by City
 contractor. Finished surface of grade designed by City
 Contractor. Foundation, structural components, anchor bolts,
 and anchors grout provided by City Contractor. Steel art
 pavilion designed to site by artist and assembled on site by
 City Contractor.

PROPOSED IMPROVEMENTS:

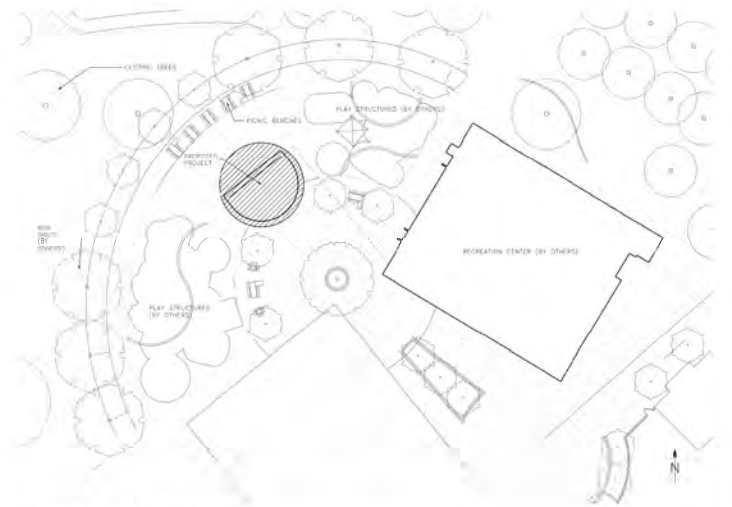
Public Art in the form of a free standing shade
 pavilion to be installed in Mira Mesa Community Park.
 It has a 3'x4' footprint with a 15' tall wall. The
 roof rises to a peak of 17'9" tall. The pavilion
 of the wall and roof may vary shadows and
 light throughout the day.

VALUATION:

1. The total value of the project is \$400,000.

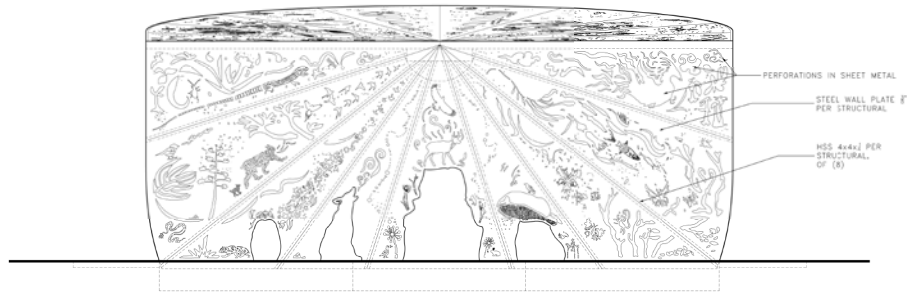


VICINITY MAP

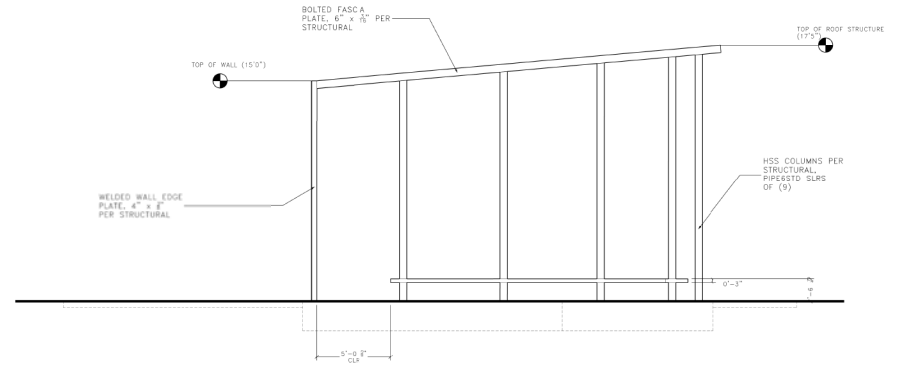


PARTIAL SITE PLAN

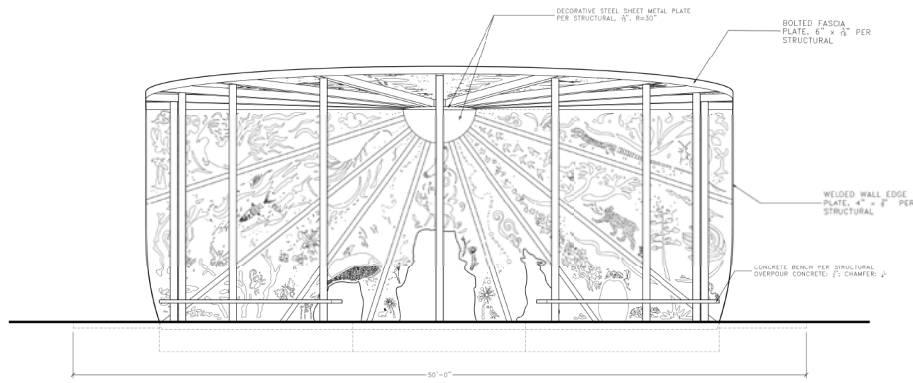
TITLE SHEET FOR PARKEOLOGY MIRA MESA COMMUNITY PARK PAVILION SEC 36-14-3W-NEO-1EX ST1DOC82-102673 IN	
City of San Diego FOR CITY APPROVAL	PRJ NO: PFA-1063091
	1-16002.1 WBS
	2018-2019 CCSR COORDINATE
	DATE: 01/18/24
	42010-1-0
	CS1.0



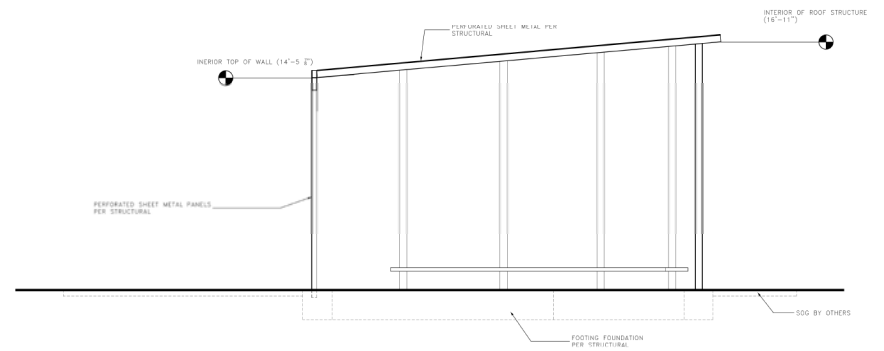
1 EXTERIOR ELEVATION
 1/4" = 1'-0"



2 SIDE ELEVATION
 1/4" = 1'-0"



3 INTERIOR ELEVATION
 1/4" = 1'-0"

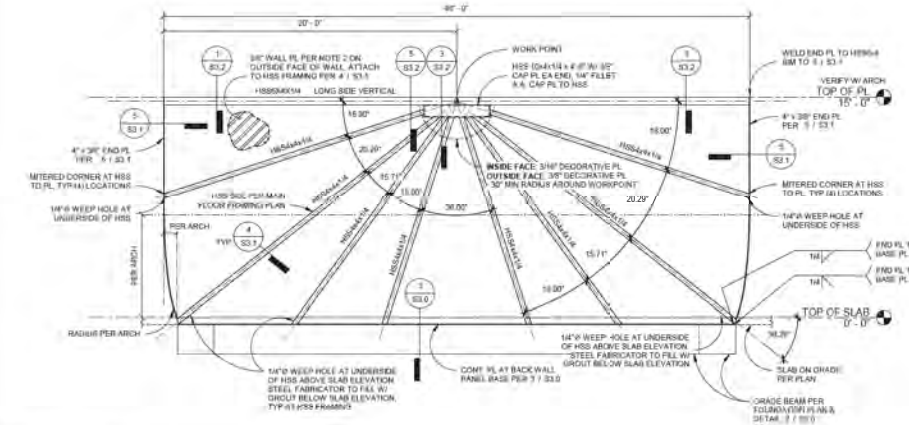


4 SECTION ELEVATION
 1/4" = 1'-0"

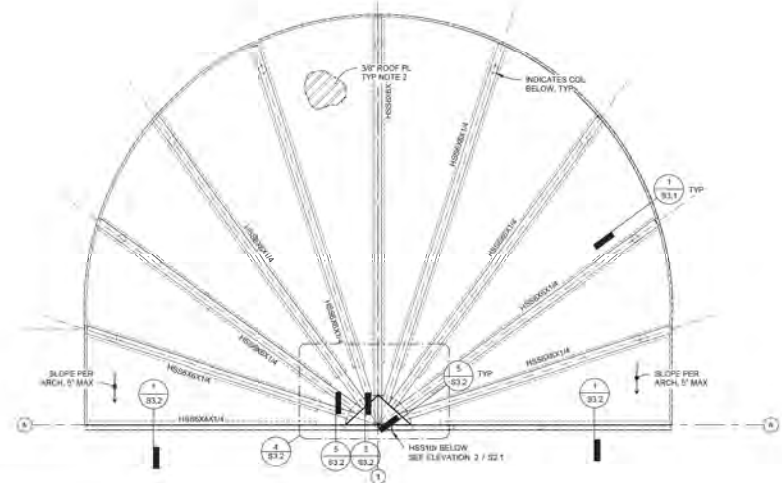
WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	TITLE SHEET FOR PARKEOLOGY MIRA MESA COMMUNITY PARK PAVILION SEC 36-14-3W*NEO*(EX ST)DOC82-102673 IN	
	The City of SAN DIEGO FOR CITY APPROVAL	DEVELOPMENT SERVICES DEPARTMENT SHEET 3 OF 10 SHEETS
CONTRACTOR _____ DATE STARTED _____ INSPECTOR _____ DATE COMPLETED _____		

Tara Shi Studio
 8724 15th Avenue NW,
 Seattle, WA 98117
 (206) 490-8551

- PLAN NOTES:**
1. CENTERLINE OF COLUMN = CENTERLINE OF GRADE BEAM 4' 1/2" LOW
 2. SEE ARCH FOR ROOF AND WALL PLATE DEGRADATION DESIGNS, SUBMIT TO STRUCTURAL ENGINEER
 3. HSS TO FABRICATOR
 4. SEE DETAILS FOR WHERE HSS FASTENERS ARE REQUIRED
 5. SEE TYPICAL DETAIL FOR STEEL COATING BELOW SLAB ON GRADE
 6. BEAMS TO BE CENTERED ON COLUMNS LOW
 7. SLAB ON GRADE MINIMUM THICKNESS SHALL BE 4" SLAB SLOPES AND FINISHES ARE BY OTHERS
 8. SHOOT SLAB ON GRADE, JOINING PLAN TO STRUCTURAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION, INCLUDING CONSIDERATION CONTROL JOINTS AND ISOLATION JOINTS AT COLUMNS
 9. STEEL SHALL BE ERECTED ON SITE WHEN TEMPERATURES ARE BETWEEN 50°F - 85°F
 10. SIZES INDICATE STEEL MEMBERS CONSIDERED PART OF THE SEISMIC LOAD RESISTING SYSTEM PER THE STRUCTURAL NOTES
 11. ALL STEEL TO BE PAINTED PER ARCH, SEE SPECIFIC DETAILS FOR ANY ADDITIONAL COATING REQUIREMENTS



2 WALL ELEVATION
1/4" = 1'-0"



1 ROOF FRAMING PLAN
1/4" = 1'-0"

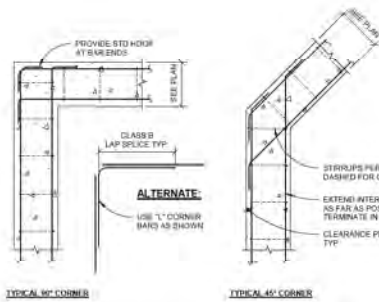
ROOF AND WALL FRAMING PLANS

TITLE SHEET FOR:
PARKEOLOGY MIRA MESA
COMMUNITY PARK PAVILION
 SEC. 36-14-WWNEQ (EX ST) DC82-102673 IN



DEVELOPMENT SERVICES DEPARTMENT		DRY NO.
SHEET 7 OF 10 SHEETS		REV NO. PRL1060001
FOR CITY ENGINEER: _____ DATE: _____		
DESCRIPTION:	BY:	APPROVED:
DATE:	DATE:	DATE:
PLS. BUILD TO:		
COORDINATOR:	DATE:	DATE:
42010 - 7		



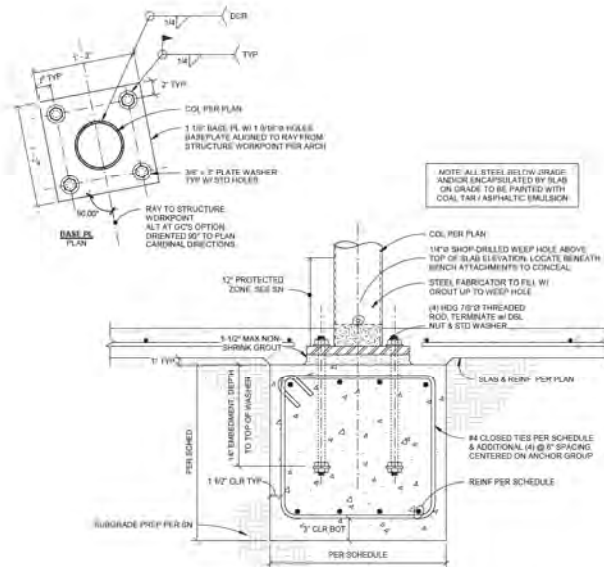


REINFORCEMENT DEVELOPMENT / LAP SPLICE LENGTHS

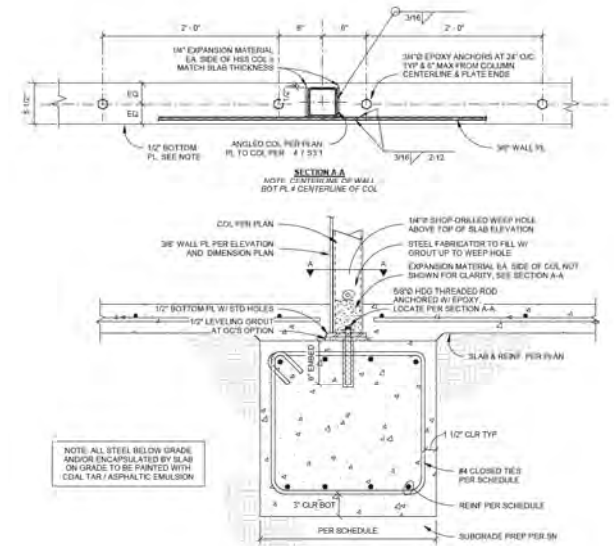
BAR SIZE	TOP	OTHER
#3	18 in.	18 in.
#4	25 in.	18 in.
#5	31 in.	24 in.

- NOTES**
1. FABRICATED VALUES ARE BASED ON GRADE 60 UNCOATED REINFORCING BARS AND 2500 PSI (OR GREATER) NORMAL WEIGHT CONCRETE. LENGTHS ARE IN INCHES.
 2. TENSION DEVELOPMENT LENGTH AND LAP SPLICE LENGTHS ARE CALCULATED PER ACI 308-14.
 3. BAR C/C SPACING MUST BE GREATER THAN TWICE THE BAR DIAMETER AND COVER GREATER THAN ONE BAR DIAMETER.
 4. *TOP BARS ARE DEFINED AS HORIZONTAL BARS WITH MORE THAN 12 INCHES OF FRESH CONCRETE CAST BELOW THE BARS.

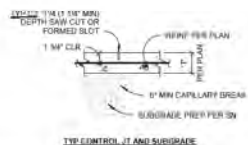
1) TYP GRAIN BEAM CORNER REIN
1/4" = 1'-0"



2) TYP GRADE BEAM SECTION
1/2" = 1'-0"



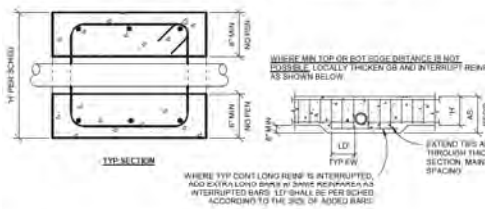
3) WALL TO GB DETAIL
1/2" = 1'-0"



- NOTES**
1. PLACE CONTROL JOINTS AND CONJT JOINTS AT NO MORE THAN 18' IF ONE EACH WAY. ALIGN JOINTS WITH COLS AND SLAB CORNERS WHERE POSSIBLE.
 2. CUT C/S AFTER CONC HAS SUFFICIENTLY HARDENED TO PREVENT SPALLING OR TEARING BUT NO MORE THAN 12 HOURS AFTER POUR.
 3. SUBMIT A SLAB IN AN OVERLAP CORNER. JOINT LAYOUT FOR APPROVAL.
 4. SEE ARCH DRAWINGS FOR SLAB EXTENTS, SLOPES, ELEVATIONS, CHAMFERS, FINISHES AND OTHER RELATED INFORMATION. MAINTAIN MINIMUM THICKNESS PER PLAN THROUGHOUT.

4) TYP SLAB ON GRADE CONTROL JOINT
1" = 1'-0"

- NOTE**
1. PROVIDE SLEEVES W/ ID 2" LARGER THAN PIPE OD. CENTER PIPE AND WRAP W/ COMPRESSIBLE MATERIAL.
 2. ALL PROPOSED OR PENETRATIONS SHALL BE COORDINATED BY THE DC. PROVIDE 6" MIN CONC BETWEEN ADJACENT PENETRATIONS. CLEARLY INDICATE ALL PENETRATIONS ON THE SUBMITTEE REINFORCING DRAWINGS. THE ENGINEER SHALL REVIEW THE SHOP DRAWING FOR ADEQUACY AND ADD REINFORCING AS REQUIRED FOR BONDING PURPOSES. ONLY ASSUME STEELBARS CONTROL AT TYP SPACING THROUGH PENETRATION AREA AND THAT ALL CONJT LONG REIN IS LAP SPICED WITH EQUIVALENT BAR AREA.
 3. SECTION SHOWS ACCEPTABLE PENETRATION LOCATIONS THROUGH AND BENEATH GB.



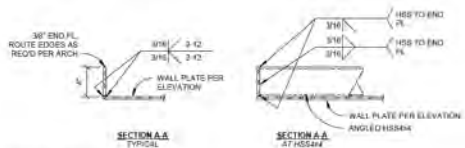
5) TYP GRADE BEAM PENETRATIONS
1/2" = 1'-0"

STRUCTURAL DETAILS

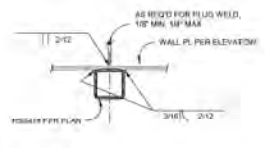
TITLE SHEET FOR:
**PARKEOLOGY MIRA MESA
COMMUNITY PARK PAVILION**
SEC. 36-14-WWNEQ/EX STDJDC82-102673 IN

		DEVELOPMENT SERVICES DEPARTMENT SHEET 8 OF 10 SHEETS		SHEET NO. _____
FOR CITY APPROVAL		DATE: _____	PROJ. NO. PRL1060001	
DESCRIPTION: _____	BY: _____	APPROVED: _____	DATE: 4/8/25	160001 WBS
PLAN NO. 15	CITY ENGINEER: _____	DATE: _____	PROJECT NO. _____	153438 CROSS COORDINATE
CITY ENGINEER: _____	DATE: _____	PROJECT NO. _____	42010 - 8	53.0

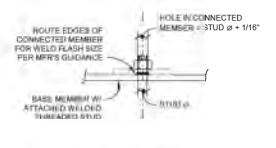




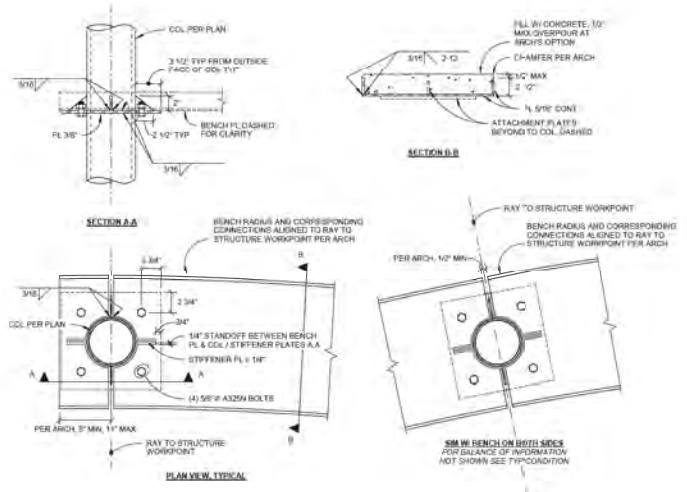
① TYP WALL PL TO WALL EDGE PL
1 1/2" = 1'-0"



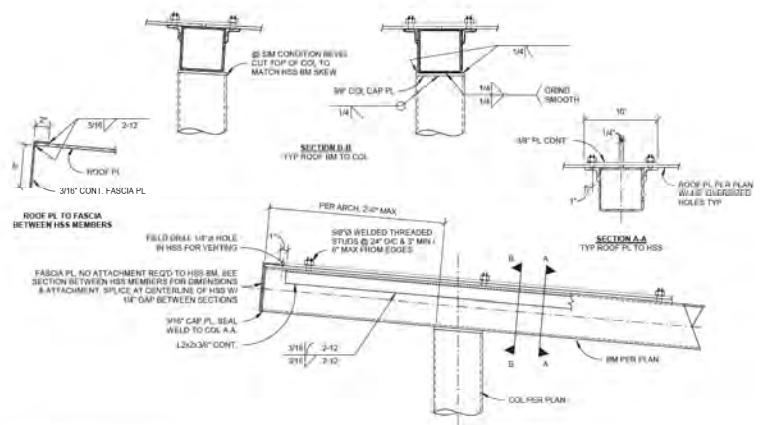
① TYP WALL PL TO HSS
1 1/2" = 1'-0"



② TYP WELDED THREADED STUD
2" = 1'-0"



② TYP BENCH TO PIPE COL
1 1/2" = 1'-0"



① TYP ROOF JOIST TO COLUMN
1 1/2" = 1'-0"

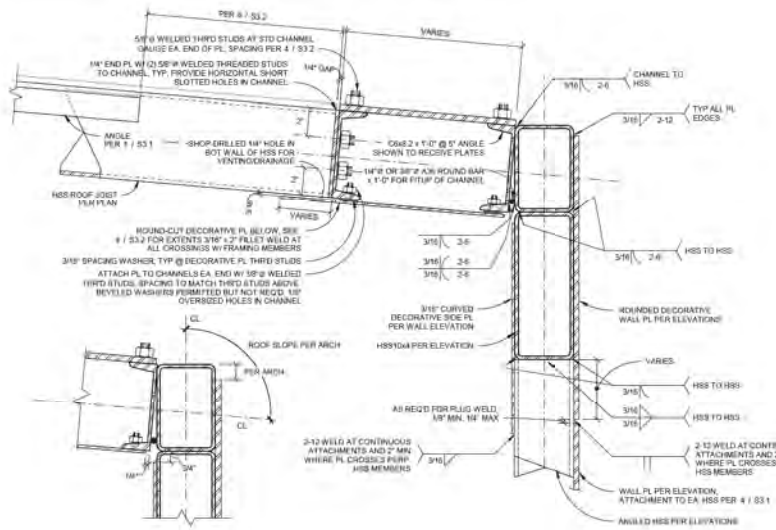
STRUCTURAL DETAILS

TITLE SHEET FOR:
**PARKEOLOGY MIRA MESA
COMMUNITY PARK PAVILION**
SEC. 36-14-WHNEQ/EX ST/D0C87-102673 IN

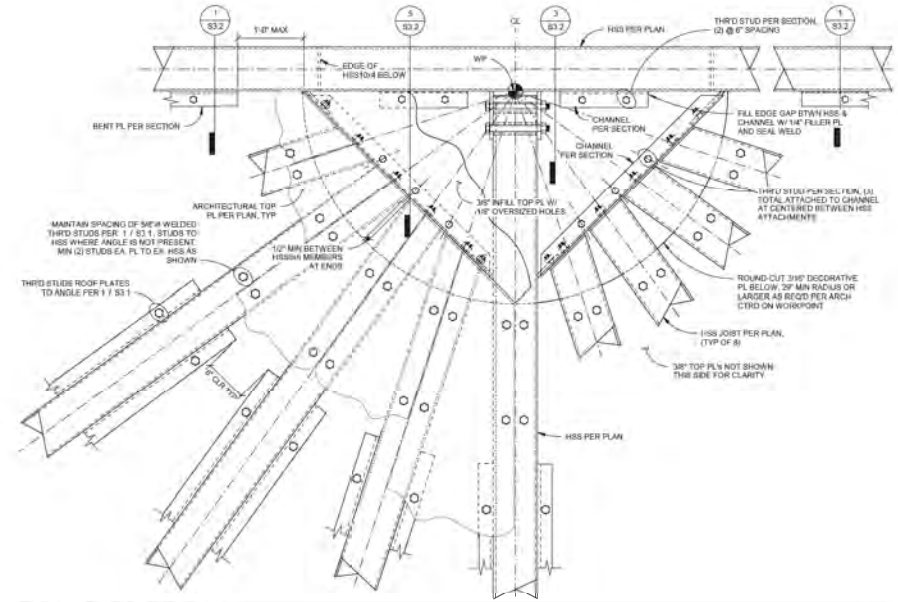


City of San Diego
FOR CITY APPROVAL

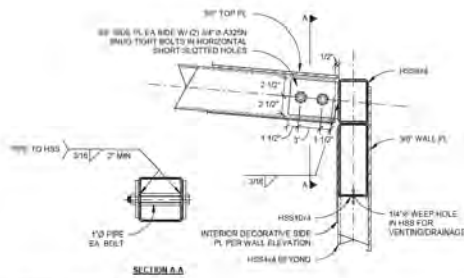
DEVELOPMENT SERVICES DEPARTMENT				SHEET NO.
SHEET # OF 10 SHEETS				DATE
DESCRIPTION:	BY:	APPROVED:	DATE:	PROJECT NO. 160001
PERM:	JC	ELJ	4/8/15	
<p>PLS. BUILD TO</p>				<p>ISSUED FOR CONSTRUCTION</p> <p>DATE: 4/8/15</p>
<p>CONTRACT NO. 42010 - 9</p>				<p>SCALE: 3/32"</p>



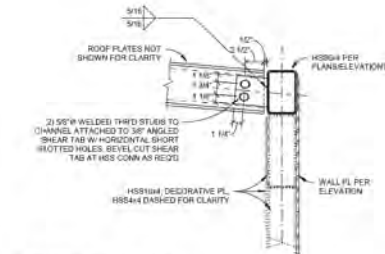
5 TYP HSS ROOF JOIST TO STEEL PIPE
3" = 1'-0"



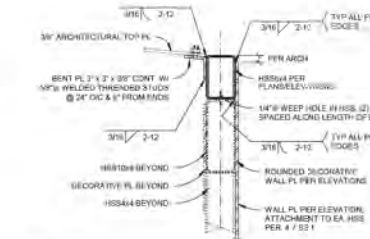
4 ROOF JOIST RING BEAM CONNECTION
1 1/2" = 1'-0"



3 ROOF CENTER HSS TO EDGE WALL
1 1/2" = 1'-0"



2 DIAGONAL CHANNEL TO HSS
1 1/2" = 1'-0"



1 ROOF PL TO HSS64
1 1/2" = 1'-0"

STRUCTURAL DETAILS

TITLE SHEET FOR:	
PARKEOLOGY MIRA MESA	
COMMUNITY PARK PAVILION	
SEC. 36-14-WVNEQ/EX ST/DOC82-102673 IN	



DEVELOPMENT SERVICES DEPARTMENT				DATE	APP. NO.
SHEET 49 OF 10 SHEETS				DATE	NO. NO. PRL 1080201
TYP CITY ENGINEER		DATE			
DESCRIPTION	BY	APPROVED	DATE		
ITEM:	IC	EF	4/8/25	L-1600-1	
				WBS	
				19134208	
				C0889 COORDINATE	
PLS. BUILD TO				DRAWING NO. S3.2	
COORDINATOR				42010 - 101	





THIS ELECTRONIC SEAL AND SIGNATURE IS APPLIED WITHIN AN ELECTRONIC DOCUMENT. A DIGITAL SIGNATURE IS APPLIED AT THE FIRST OCCURANCE OF THIS STAMP IN THE DOCUMENT.

STRUCTURAL CALCULATIONS

FOR

Mira Mesa Canopy
 8575 New Salem St
 San Diego, CA 92126

Code: International Building Code 2018 Risk Category: II
 California Building Code 2019

Loads: Wind: 96mph / exp B
 Seismic: $S_s=87.5\%g$ / $S_1=31.8\%g$ / SDC=D
 Soils: Basis: IBC Presumptive
 Allowable Bearing Stress: 1500

Description:

Design of an art installation canopy. The structure will have steel plate for the roof and for the back wall. The plates will have detailed artistic cutouts. The plates will be supported with steel frames. The roof will have a radial edge with steel cantilevered columns for lateral and gravity support. Seating benches will be installed on the steel columns.

Page	Item
Page 1	Calculation Cover
Page 2	Structural Design Criteria
Page 14	Elements Model Printouts
Page 28	Structural Calculations

Code Search

Code: International Building Code 2018

Occupancy:

Occupancy Group = A Assembly

Risk Category & Importance Factors:

Risk Category = II
 Wind factor = 1.00
 Snow factor = 1.00
 Seismic factor = 1.00

Type of Construction:

Fire Rating:
 Roof = 0.0 hr
 Floor = 0.0 hr

Building Geometry:

Roof angle (θ) 0.00 / 12 0.0 deg
 Building length 30.0 ft
 Least width 20.0 ft
 Mean Roof Ht (h) 15.0 ft
 Parapet ht above grd 0.0 ft
 Minimum parapet ht 0.0 ft

Live Loads:

Roof
 0 to 200 sf: 20 psf
 200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
 over 600 sf: 12 psf

Floor:

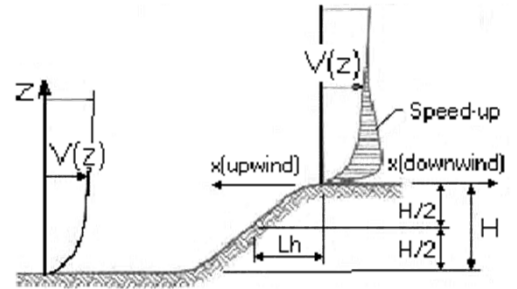
Typical Floor 50 psf
 Partitions 15 psf
 Lobbies & first floor corridors 100 psf
 Corridors above first floor 80 psf
 Balconies (1.5 times live load) 75 psf

Wind Loads : ASCE 7- 16

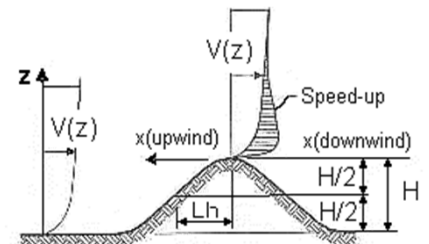
Ultimate Wind Speed	96 mph
Nominal Wind Speed	74.4 mph
Risk Category	II
Exposure Category	B
Enclosure Classif.	Open Building
Internal pressure	+/-0.00
Directionality (Kd)	0.85
Kh case 1	0.701
Kh case 2	0.575
Type of roof	Monoslope

Topographic Factor (Kzt)

Topography	Flat
Hill Height (H)	80.0 ft
Half Hill Length (Lh)	100.0 ft
Actual H/Lh	0.80
Use H/Lh	0.50
Modified Lh	160.0 ft
From top of crest: x	50.0 ft
Bldg up/down wind?	downwind
H/Lh = 0.50	K ₁ = 0.000
x/Lh = 0.31	K ₂ = 0.792
z/Lh = 0.09	K ₃ = 1.000
At Mean Roof Ht:	
$K_{zt} = (1+K_1K_2K_3)^2 = 1.00$	



ESCARPMENT



2D RIDGE or 3D AXISYMMETRICAL HILL

Ultimate Wind Pressures

Wind Loads - Components & Cladding : $h \leq 60'$

Open Building - procedure doesn't apply

Kh (case 1) = 0.70 h = 15.0 ft 0.2h = 3.0 ft
 Base pressure (qh) = **14.0 psf** 0.6h = 9.0 ft
 Minimum parapet ht = 0.0 ft GCpi = +/-0.00
 Roof Angle (θ) = 0.0 deg qi = qh = 14.0 psf
 Type of roof = Monoslope

Roof

Area	Surface Pressure (psf)							
	10 sf	20 sf	50 sf	100 sf	200 sf	350 sf	500 sf	1000 sf
Negative Zone 1	-23.9	-22.1	-19.8	-18.1	-16.4	-16.0	-16.0	-16.0
Negative Zone 1'	-16	-16	-16	-16	-16.0	-16.0	-16.0	-16.0
Negative Zone 2	-32.3	-30.1	-27.1	-24.9	-22.6	-41.6	-39.3	-39.3
Negative Zone 3	-45	-40.5	-34.6	-30.1	-25.6	-43.9	-39.3	-39.3
Positive All Zones	16	16	16	16	16.0	16.0	16.0	16.0
Overhang Zone 1&1'	-23.9	-23.5	-22.9	-22.5	-18.8	-16.0	-16.0	-16.0
Overhang Zone 2	-32.3	-29.3	-25.4	-22.4	-19.4	-34.0	-16.0	-16.0
Overhang Zone 3	-45	-39.7	-32.8	-27.6	-22.4	-36.3	-16.0	-16.0

User input		
0 sf	200 sf	50 sf
	-16.4	-19.8
	-16.0	-16.0
	-22.6	-27.1
	-25.6	-34.6
	16.0	16.0
	-18.8	-22.9
	-19.4	-25.4
	-22.4	-32.8

Parapet

qp = 0.0 psf

Solid Parapet Pressure	Surface Pressure (psf)					
	10 sf	20 sf	50 sf	100 sf	200 sf	500 sf
CASE A: Zone 2:	0.0	0.0	0.0	0.0	0.0	0.0
Zone 3:	0.0	0.0	0.0	0.0	0.0	0.0
CASE B: Interior zone:	0.0	0.0	0.0	0.0	0.0	0.0
Corner zone:	0.0	0.0	0.0	0.0	0.0	0.0

User input	
50 sf	
0.0	
0.0	
0.0	
0.0	

wall a = 3.0 ft

Walls

Area	GCp				Surface Pressure at h			
	20 sf	100 sf	200 sf	500 sf	20 sf	100 sf	200 sf	500 sf
Negative Zone 4	-0.90	-0.80	-0.76	-0.70	-16.0	-16.0	-16.0	-16.0
Negative Zone 5	-1.80	-1.40	-1.23	-1.00	-25.3	-19.7	-17.2	-16.0
Positive Zone 4 & 5	0.90	0.75	0.69	0.60	16.0	16.0	16.0	16.0

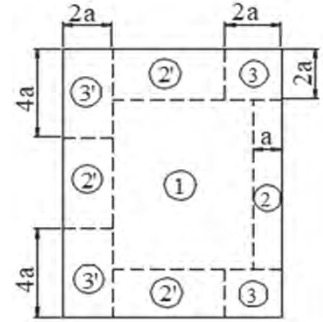
User input		
10 sf	200 sf	
-16.0	-16.0	
-25.3	-17.2	
16.0	16.0	

NOTE: Negative zones 4 & 5 pressures apply to all heights. Positive pressures vary with height, see below.

Wall surface pressure at 'z'				Positive zone 4 & 5 (psf)			
z	Kz	Kzt	qz (psf)	20	100	200	500
h = 0 to 15'	0.70	1.00	14.0	16.0	16.0	16.0	16.0

User input		
10 sf	200 sf	
16.0	16.0	

Location of C&C Wind Pressure Zones - ASCE 7-16



Monoslope roofs
 $3^\circ < \theta \leq 10^\circ$
 $h \leq 60'$ & alt design $h < 90'$

Wind Loads - Open Buildings: $0.25 \leq h/L \leq 1.0$

Ultimate Wind Pressures

Type of roof = Monoslope Free Roofs
 Wind Flow = Clear

G = 0.85
 Roof Angle = 0.0 deg

Main Wind Force Resisting System

$K_z = K_h$ (case 2) = 0.57

Base pressure (qh) = **11.5 psf**

NOTE: The code requires the MWFRS be designed for a minimum pressure of 16 psf.

Roof pressures - Wind Normal to Ridge

Wind Flow	Load Case		Wind Direction $\gamma = 0 \text{ \& } 180 \text{ deg}$	
			Cnw	Cnl
Clear Wind Flow	A	Cn =	1.20	0.30
		p =	11.8 psf	2.9 psf
	B	Cn =	-1.10	-0.10
		p =	-10.8 psf	-1.0 psf

- NOTE: 1). Cnw and Cnl denote combined pressures from top and bottom roof surfaces.
 2). Cnw is pressure on windward half of roof. Cnl is pressure on leeward half of roof.
 3). Positive pressures act toward the roof. Negative pressures act away from the roof.

Roof pressures - Wind Parallel to Ridge, $\gamma = 90 \text{ deg}$

Wind Flow	Load Case		Horizontal Distance from Windward Edge		
			$\leq h$	$>h \leq 2h$	$> 2h$
Clear Wind Flow	A	Cn =	-0.80	-0.60	-0.30
		p =	-7.8 psf	-5.9 psf	-2.9 psf
	B	Cn =	0.80	0.50	0.30
		p =	7.8 psf	4.9 psf	2.9 psf

h = 15.0 ft
 2h = 30.0 ft

Fascia Panels -Horizontal pressures

qp = 11.5 psf

Windward fascia: 17.3 psf (GCpn = +1.5)
 Leeward fascia: -11.5 psf (GCpn = -1.0)

Components & Cladding - roof pressures

$K_z = K_h$ (case 1) = 0.70
 Base pressure (qh) = **14.0 psf**
 G = 0.85

a = 3.0 ft

$a^2 = 9.0 \text{ sf}$
 $4a^2 = 36.0 \text{ sf}$

	Effective Wind Area	Clear Wind Flow					
		zone 3		zone 2		zone 1	
		positive	negative	positive	negative	positive	negative
C_N	$\leq 9 \text{ sf}$	2.40	-3.30	1.80	-1.70	1.20	-1.10
	$>9, \leq 36 \text{ sf}$	1.80	-1.70	1.80	-1.70	1.20	-1.10
	$> 36 \text{ sf}$	1.20	-1.10	1.20	-1.10	1.20	-1.10
Wind pressure	$\leq 9 \text{ sf}$	28.7 psf	-39.4 psf	21.5 psf	-20.3 psf	14.3 psf	-13.1 psf
	$>9, \leq 36 \text{ sf}$	21.5 psf	-20.3 psf	21.5 psf	-20.3 psf	14.3 psf	-13.1 psf
	$> 36 \text{ sf}$	14.3 psf	-13.1 psf	14.3 psf	-13.1 psf	14.3 psf	-13.1 psf

The C&C pressure shall not be less than 16 psf acting in either direction normal to the surface.

Wind Loads - Other Structures:

ASCE 7- 16

Ultimate Wind Pressures

Wind Factor = 1.00
 Gust Effect Factor (G) = 0.85 Ultimate Wind Speed = 96 mph
 Kzt = 1.00 Exposure = B

A. Solid Freestanding Walls & Solid Signs (& open signs with less than 30% open)

Dist to sign top (h)	15.0 ft	s/h =	1.00	Case A & B		
Height (s)	15.0 ft	B/s =	2.67	C _f = 1.30		
Width (B)	40.0 ft	Lr/s =	0.00	F = q _z G C _f A _s = 16.0 As		
Wall Return (Lr) =		Kz =	0.575	A _s = 1.0 sf		
Directionality (Kd)	0.85	qz =	11.5 psf	F = 16 lbs		
Percent of open area to gross area	15.0%	Open reduction factor =	0.94	CaseC		
		<u>Case C reduction factors</u>		Horiz dist from windward edge		
		Factor if s/h>0.8 =	0.80	C _f	F=qzGCfAs (psf)	
		Wall return factor for C _f at 0 to s =	1.00	0 to s	1.87	18.3 As
				s to 2s	1.23	16.0 As
				2s to 3s	0.87	16.0 As

B. Open Signs & Single-Plane Open Frames (openings 30% or more of gross area)

Height to centroid of A _f (z)	15.0 ft			Kz =	0.575
Width (zero if round)	0.0 ft			Base pressure (qz) =	11.5 psf
Diameter (zero if rect)	2.0 ft	D(qz) ^{.5} =	6.79	F = q _z G C _f A _f =	16.0 Af
Percent of open area to gross area	35.0%	I =	0.65	Solid Area: A _f =	10.0 sf
Directionality (Kd)	0.85	C _f =	1.1	F =	160 lbs

Seismic Loads:

IBC 2018

Strength Level Forces

Risk Category : II
 Importance Factor (I) : 1.00
 Site Class : D

Ss (0.2 sec) = 87.50 %g
 S1 (1.0 sec) = 31.80 %g

A site specific ground motion analysis is required for seismically isolated structures or with damping systems, see ASCE7 11.4.8

Fa = 1.150 Sms = 1.006 SDS = 0.671 Design Category = D
 Fv = 1.982 Sm1 = 0.630 SD1 = 0.420 Design Category = D

Seismic Design Category = **D**

Redundancy Coefficient p = 1.00 Code exception must be met for p to equal 1.0
 Number of Stories: 1

Structure Type: All other building system:

Horizontal Struct Irregularities: No plan Irregularity
 Vertical Structural Irregularities: No vertical Irregularity

Flexible Diaphragms: No

Building System: **Cantilevered Column Systems detailed to conform to the requirements for:**

Seismic resisting system: **Steel special cantilever column systems**

System Structural Height Limit: **35 ft**

Actual Structural Height (hn) = 15.0 ft

See ASCE7 Section 12.2.5 for exceptions and other system limitations

DESIGN COEFFICIENTS AND FACTORS

Response Modification Coefficient (R) = 2.5
 Over-Strength Factor (Ωo) = 1.25
 Deflection Amplification Factor (Cd) : 2.5
 SDS = 0.671
 SD1 = 0.420

Seismic Load Effect (E) = Eh +/- Ev = ρ QE +/- 0.2SDS D = Qe +/- 0.134D QE = horizontal seismic force
 Special Seismic Load Effect (Em) : Emh +/- Ev = Ωo QE +/- 0.2SDS D = 1.25Qe +/- 0.134D D = dead load

PERMITTED ANALYTICAL PROCEDURES

Simplified Analysis - Use Equivalent Lateral Force Analysis

Equivalent Lateral-Force Analysis - Permitted

Building period coef. (Ct) = 0.020 Cu = 1.40
 Approx fundamental period (Ta) : $C_T n^x = 0.152 \text{ sec}$ x= 0.75 Tmax = CuTa = 0.213
 User calculated fundamental period (T) = sec Use T = 0.152
 Long Period Transition Period (TL) = ASCE7 map = 8
 Seismic response coef. (Cs) = Sds/R = 0.268 ASCE7 11.4.8 exception 2 equations used
 but not less than Cs = 0.044SdsI = 0.030
 USE Cs = 0.268
 Design Base Shear V = 0.268W

Model & Seismic Response Analysis - Permitted (see code for procedure)

ALLOWABLE STORY DRIFT

Structure Type: Non- masonry, 4 story or less designed to accommodate the story drift
 Allowable story drift Δa = 0.025hsx no limit if single story is designed to accommodate the story drift

Search Information

Address: 8575 New Salem St, San Diego, CA 92126, USA

Coordinates: 32.9151809, -117.1403084

Elevation: 440 f

Timestamp: 2021-04-14T22:52:49.677Z

Hazard Type: Seismic

Reference Document: ASCE7-16

Risk Category: II

Site Class: D-default



Basic Parameters

Name	Value	Description
S_S	0.875	MCE_R ground motion (period=0.2s)
S_1	0.318	MCE_R ground motion (period=1.0s)
S_{MS}	1.05	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	0.7	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Additional Information

Name	Value	Description
SDC	* null	Seismic design category
F_a	1.2	Site amplification factor at 0.2s
F_v	* null	Site amplification factor at 1.0s
CR_S	0.905	Coefficient of risk (0.2s)
CR_1	0.916	Coefficient of risk (1.0s)
PGA	0.38	MCE_G peak ground acceleration
F_{PGA}	1.22	Site amplification factor at PGA
PGA_M	0.464	Site modified peak ground acceleration

T _L	8	Long-period transition period (s)
SsRT	0.875	Probabilistic risk-targeted ground motion (0.2s)
SsUH	0.967	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S1RT	0.318	Probabilistic risk-targeted ground motion (1.0s)
S1UH	0.347	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.6	Factored deterministic acceleration value (1.0s)
PGAd	0.5	Factored deterministic acceleration value (PGA)

* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Disclaimer

Hazard loads are provided by the U.S. Geological Survey [Seismic Design Web Services](#).

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PROJECT		DESCRIPTION	
ENGINEER <i>JPL</i>	PROJECT NO. <i>21066</i>	DATE <i>5/19/22</i>	PAGE

STRUCTURE SKISMAN UTAHKA

ROOF AREA: 975 SF

$\hookrightarrow 7/8" \text{ PLATE} = 15.3 \text{ PSF (15\% OVR)} = \underline{\underline{12,615 \#}}$

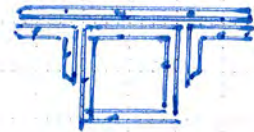
HSS $4 \times 4 \times 5/8 = 42.7 \text{ \#/ft}$

L3 $\times 3 \times 5/8 = 7.2 \text{ \#/ft} \times L$

3/8" $\times 12" \text{ PL} = 15.7 \text{ \#/ft}$

} 72 \#/ft

K265 FT TOTAL = 19,000 \#



1/2 OF PIPE COLUMN WEIGHT

TRIO TO ROOF = $28.6 \text{ \#/ft (15' L) (5')} = \underline{\underline{1970 \#}}$

ROOF SKISMAN WEIGHT = $33,665 \#$

+ Misc. for BOLTS/CONNECTIONS

* $35,000 \#$ ROOF
SKISMAN WEIGHT

BACK WALL SKISMAN WEIGHT

SOLE (15.3 PSF PLATE) (15% OVR = 0.85) = 7555 \#

HSS $4 \times 4 \times 1/2 = 21.6 \text{ \#/ft}$

PL $7/8" \times 10" = 12.75 \text{ \#/ft}$

L3 $\times 3 \times 3/8 = 7.6 \text{ \#/ft} \times L$

} = 42.0 \#/ft

$\hookrightarrow \times 120' \text{ LENGTH} = \underline{\underline{5056 \#}}$

WALL SKISMAN WEIGHT = $13,411 \#$

+ Misc. ...

$14,000 \#$ WALL SKISMAN
WEIGHT



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$$C_s = \text{SEI SPREADHEIGHT} = 0.268W$$

$$\text{ROOF SEISMIC} = 55,000\# (0.26\%) = 9750\#$$

$$\text{BACK WALL SEISMIC} = 14,000\# (0.26\%) = 7750\#$$

$$6 \div 500\# =$$

$$\underline{\underline{0.5\%}}$$

ASSIGNED LINEARLY TO 265' of
HSS ON LENGTH = 75\#/ft

APPLIED LINEARLY TO 120' OF HSS
= 72\#/ft

$$\text{HSS BETWEEN WALL \& ROOF} = 75\#/ft + 72\#/ft = \underline{\underline{67\#/ft}}$$

* JOINT / STRUCTURAL INTERACTION

75 PER SUBMITTAL NORMS ASSUMES

= 120' / 12' FOR ELEMENTS NOT

$$* \text{ALLOWED DRIFT} = \underline{\underline{0.025\%}} = 1/2''$$

ALL ELEMENTS DESIGNED TO ACCUMULATE DRIFT,
SINGLE STORY ... \therefore PER ASCE 7, NO DRIFT
REQUIREMENTS MUST BE MET! ok ✓



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STRUCTURE WIND CRITERIA

MULTI WIND = VARIUS

MULTIS = 11.8 PSF / - 10.8 PSF

↳ $0.6 \times 9.7 \text{ PSF} = 5.82 \text{ PSF}$

↳ $11.7 \text{ PSF} (0.6) = 7.02 \text{ PSF}$

NO GLOBAL UPLIFT

HORIZONTAL =

FASCIA PRESSURE FOR OPEN BLDG

= 17.7 PSF / - 11.5 PSF



↳ WALLINGS = 29.2 PSF



"SIGN" FRESH STARTING = 19.8 PSF MAX

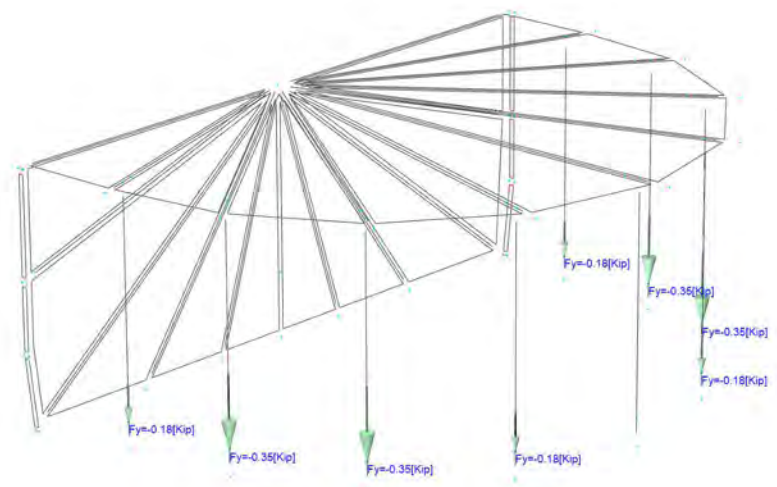
USE 29.2 PSF HORIZONTAL & WALL

COMPONENTS, UPLIFT : BONE 2, AREA ≤ PSF

- 29.7 PSF ✓



Loads

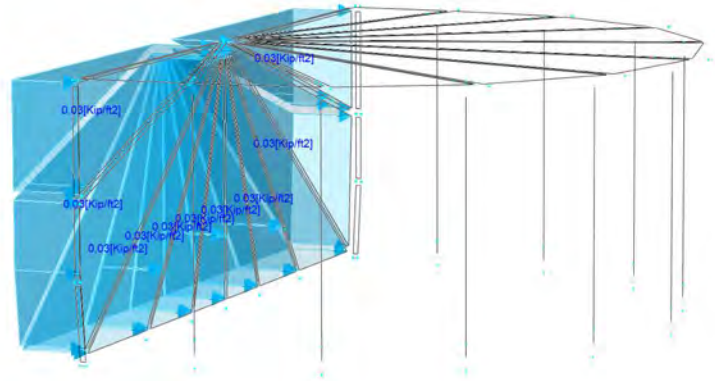
-  Bending moments
-  Concentrated - Nodes







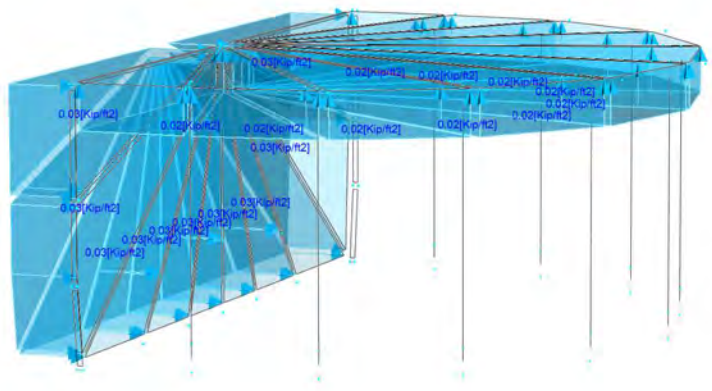
Loads

-  Bending moments
-  Pressure - Shells



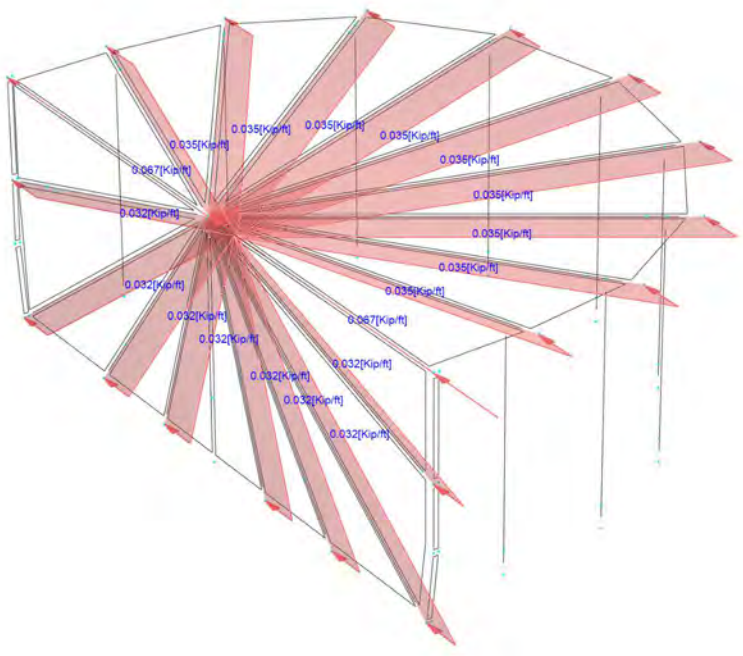
Loads

-  Bending moments
-  Pressure - Shells





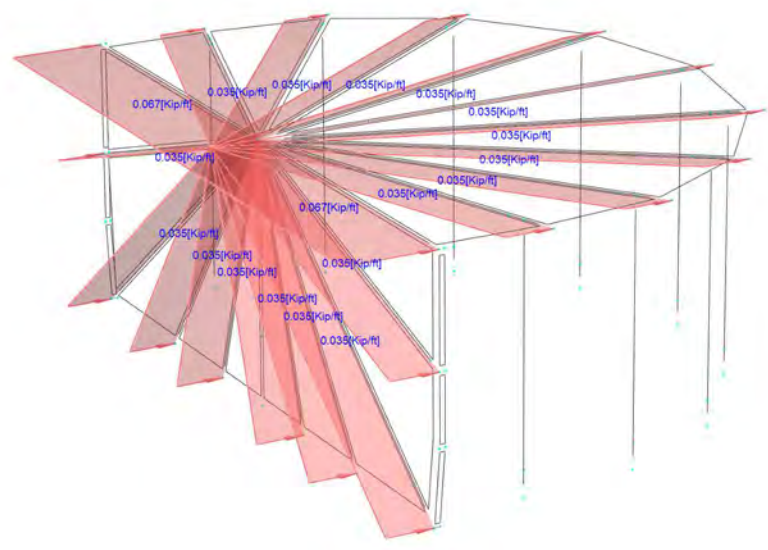
Loads

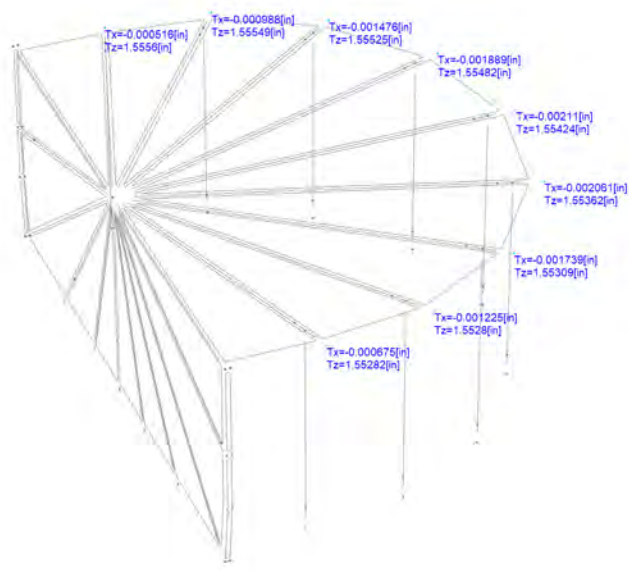
-  Bending moments
-  Distributed user loads - Members



Loads

-  Bending moments
-  Distributed user loads - Members



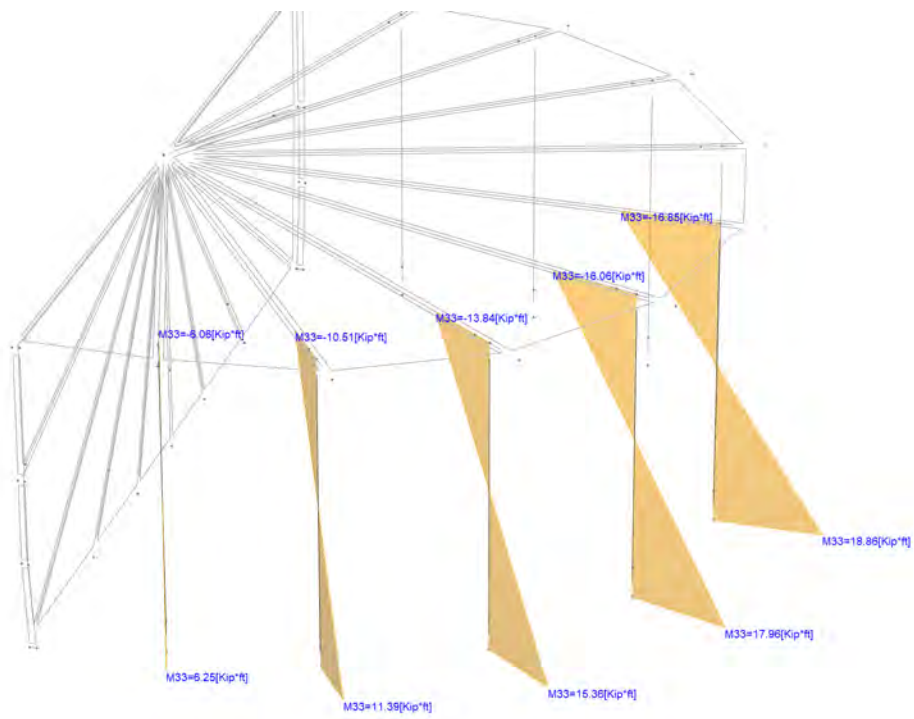






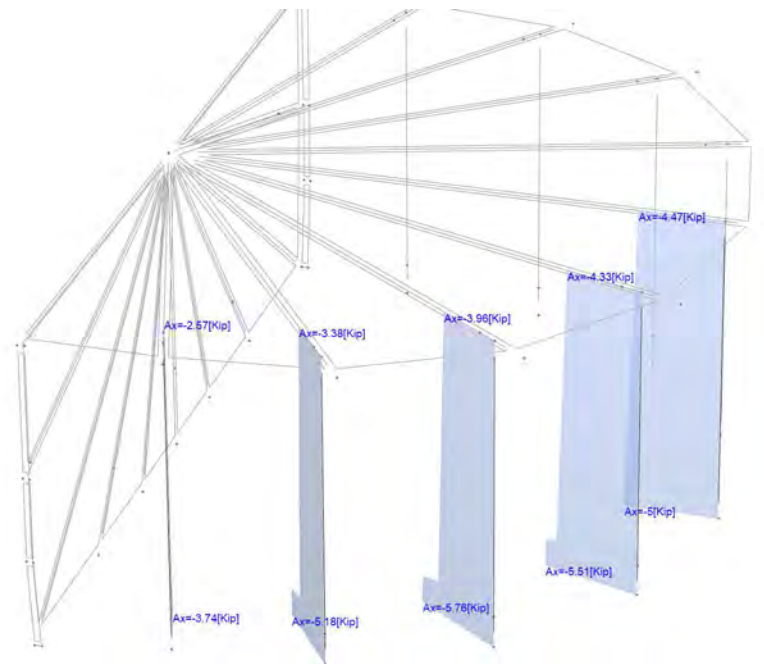
Internal forces

- Bending moment



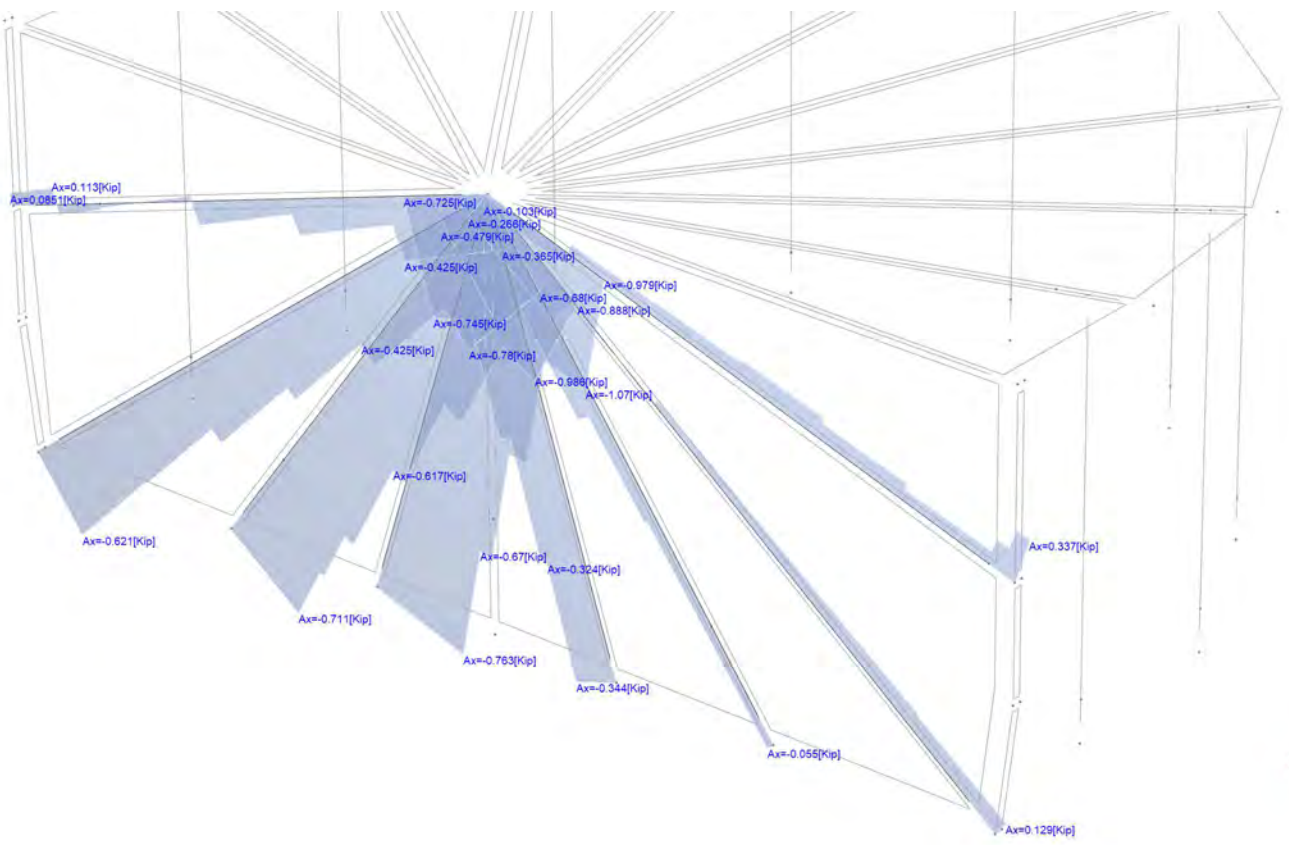
Internal forces

■ Axial force



Internal forces

■ Axial force



Current Date: 6/21/2022 1:44 PM

Units system: English

File name: O:\Projects\21066 Parkology Mira Mesa Canopy\CALCULATIONS\220602 kw 21066 canopy with jpc edits, no ram connection.ret

Steel Code Check

Report: Summary - Group by section

Load conditions to be included in design :

- D1=1.1DL
- D2=1.1DL+0.7EQNS
- D3=1.1DL+0.7EQEW
- D4=1.1DL+0.525EQNS
- D5=1.1DL+0.525EQEW
- D6=0.5DL+0.7EQNS
- D7=0.5DL+0.7EQEW
- D8=DL+LL
- D9=DL+0.75LL
- D10=1.07DL+0.525EQNS+0.75LL
- D11=1.07DL+0.525EQEW+0.75LL
- D12=DL+0.6WL
- D13=DL+0.6WLUP
- D14=DL+0.75LL+0.45WL
- D15=DL+0.75LL+0.45WLUP
- AS1=1.34DL+1.25EQNS
- AS2=1.34DL+1.25EQEW
- AS3=1.34DL+1.25EQNS+LL
- AS4=1.34DL+1.25EQEW+LL
- AS5=0.76DL+1.25EQNS
- AS6=0.76DL+1.25EQEW

Description	Section	Member	Ctrl Eq.	Ratio	Status	Reference
	<i>HSS_SQR 4X4X1_4</i>	84	D13 at 50.00%	0.24	OK	
<u>members</u>	<i>PIPE 6x0.432XS</i>	77	D7 at 0.00%	0.57	OK	
<u>ROOF</u>	<i>HSS_RECT 6X4X1_4</i>	1	D2 at 100.00%	0.01	OK	
	<i>HSS_SQR 6X6X1_4</i>	66	D11 at 92.50%	0.40	OK	



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East BEAM DESIGN

$$M_{MAX} = 14.3 \text{ kft} = 172 \text{ kft} \therefore Z_x \geq 5.5 \text{ in}^3$$

$$\text{HSS } 6 \times 6 \times 5/8 \quad \Delta_{allow} = 0.80 \text{ in} = 4/50$$

$$\text{TRY HSS } 6 \times 6 \times 3/8 \quad Z = 15.9 \text{ in}^3$$

$$\Delta_{allow} = 0.95 = 4/36 \checkmark$$

$$\text{HSS } 6 \times 6 \times 1/4 \quad \Delta_{allow} = 1.1 \text{ in} = 4/30 \text{ ok } \checkmark$$

USE HSS 6x6x1/4 MINIMUM

$$\begin{aligned} \Delta \text{ WITH POINT} \\ \text{LOAD} \\ &= \frac{P \cdot L^3}{48 E I} = 0.19 \text{ in} \\ &= 4/116 \end{aligned}$$

West BEAM DESIGN

$$M_{MAX} \text{ OK BY WSP}$$

$$\Delta_{MAX} \text{ w/ WIND LOAD BY WSP.}$$

$$\text{HSS } 4 \times 4 \times 1/4 \quad \Delta_{allow} = 0.81 \text{ in ULT}$$

$$C \times 0.42 \text{ IRC} = 0.34 \text{ in}$$

(USE HSS 4x4x1/4 MINIMUM)

$$= 6/84 \checkmark$$



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JPC	21066	5/20/22	

GRADE BEAM DESIGN

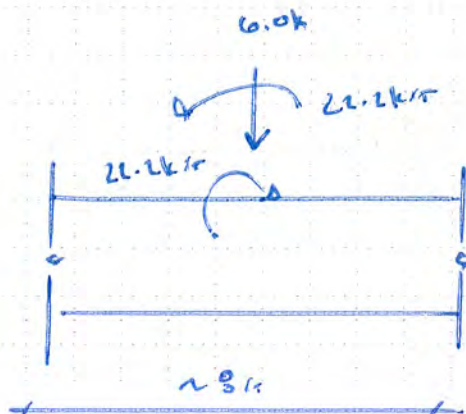
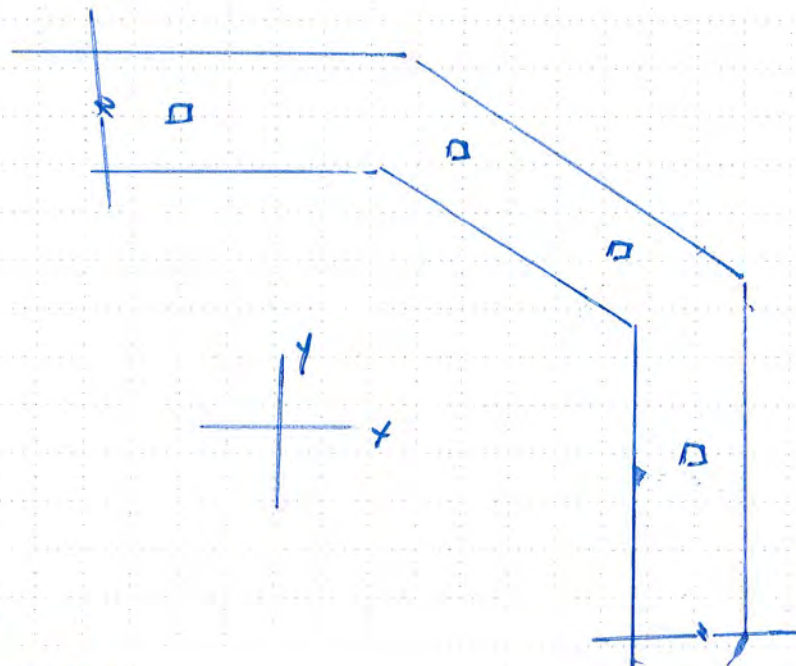
APPLICABLE SEISMIC FORCES

$M_{MAX} = 22.2 \text{ kip ft}$ FROM COLUMN

TORSIONAL $M_{MAX} = 22.2 \text{ kip ft}$ FROM COLUMN

$P_{MAX} = 6.0 \text{ k}$

} REINFORCED FROM
MOMENT
LOAD CONTROL
(CONSERVATIVE)





PROJECT		DESCRIPTION	
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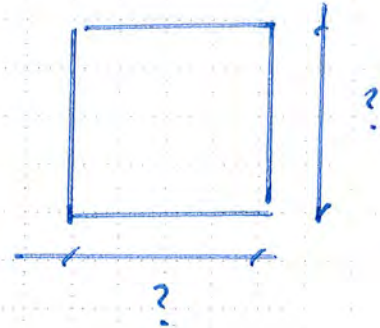
Join Pressure ok by inspection & moment remains
Amplified Shear Loops... Design Granta Bar
for Torsion & Moment

TLJ 18" x 18" ?

$$d = 14"$$

$$\phi M_n \approx 267 \text{ kft} \leq$$

$$0.9 (A_s / b_w) \left[14" - \frac{A_s (b_w)}{1.7 (2.5) (48')} \right]$$

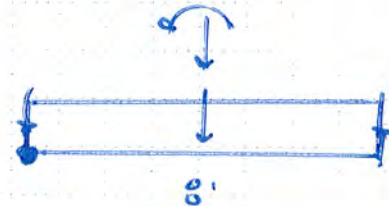


$$A_s \approx 0.56 \text{ in}^2 = (2) \#4 \text{ T\&D}$$

(TLJ 18" x 18" w/ (2) #5 T\&D)

Check A_s min ✓
 $0.0025 b_w d = 0.872 \text{ in}^2$

Check Stability w/
 ASD Load Comp. S...
 New Amplified...



$$O.M. = 11.8 \text{ kft}$$

$$K.M. = 1.4K \text{ DL} (4') = 5.6 \text{ kft}$$

$$+ S.W. = (18" \times 18" \times 8') (150 \text{ pcf}) (4') (0.5 \text{ DL}) = 5.4 \text{ kft}$$

$$O.M. = 11.8 \text{ kft} \leq K.M. = 11.5 \text{ kft} \text{ close}$$

Increase steel slightly & design for stability
 in 9ft sections...



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→ TORSIONAL STRENGTH

$$T_u = 22.2 \text{ kft}$$

$$\phi T_n = 0.75 \lambda \sqrt{f_c} \left[\frac{A_{cv}^2}{p_h} \right] = 54.675 \text{ kft} = 4.6 \text{ kft}$$

$$\lambda = 1.0$$

$$f_c = 2500 \text{ psi}$$

$$A_{cv} = 18'' \times 18'' = 324 \text{ in}^2$$

$$p_h = 18'' \times 4 = 72 \text{ in}$$

$T_u > \phi T_n$ ∴ TORSION STRUCKS MEMBER

$$T_{cr} = 4 \lambda \sqrt{f_c} \left(\frac{A_{cv}}{p_h} \right) = 24.5 \text{ k} > T_u \text{ OK, BUT CHECK...}$$

TRY 24" x 24" FOOTING $T_{cr} = 47.2 \text{ kft}$

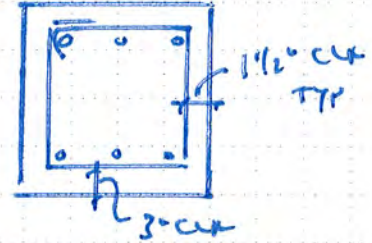
USE 24" x 24" MINIMUM DIMENSIONS
TO SATISFY $T_u \leq \phi T_{cr}$

$$\phi T_n = m_w \left\{ \begin{array}{l} \frac{2 A_c A_s f_y t}{s} \cot \theta \\ \frac{2 A_c A_s f_y}{p_h} \cot \theta \end{array} \right\} \begin{array}{l} (a) \\ (b) \end{array}$$



PROJECT		DESCRIPTION	
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(a) $A_o = 0.85 A_{ch}$
 $A_{ch} = 37 \pi^2$
 $A_o = 314.5 \pi^2$
 $A_e = 0.20 \pi^2$
 $S = ?$
 $\theta = 45^\circ$



$$\frac{(L)(314.5 \pi^2)(0.20 \pi^2)(60 \text{ ksi})}{S} \times \frac{1.0}{0.75} = \frac{23.52 \text{ in}}{\phi = 0.75}$$

$S \leq 16.5'' \quad \text{ok} \checkmark$

(b) $A_e = (6)(0.20 \pi^2) = 1.20 \pi^2$
 $\mu = 81''$

$$0.75 \left[\frac{(L)(314.5 \pi^2)(1.20 \pi^2)(60 \text{ ksi})}{81''} \times \frac{1.0}{0.75} \right] = 54.2 \text{ ft} \quad \text{ok} \checkmark$$

MINIMUM SPACING OF
STIRRUPS = 16.5''



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9.6.4.2

$$\left(\frac{A_v + 2A_e}{s} \right) > \frac{50}{f_s} = 0.02 \text{ in}^2$$

$$\frac{A_v + 2A_e}{s} \geq 0.02 \text{ in}^2$$

#4 @ 10" = OK ✓

9.6.4.3

$$\frac{5 \sqrt{2500} \text{ ft}^2}{60,000} - \left(\frac{0.02 \text{ in}^2}{10"} \right) (21") \left(\frac{60,000}{6,250} \right)$$

$$A_{min} = 0.75 \text{ in}^2$$

$$(3) \#5 = 0.97 \text{ in}^2 \text{ OK } \checkmark$$

9.7.6.3.3

$$\text{SPACING} \leq \frac{pl}{3} = 81" = 10.125'$$

#4 closes STAIRS @ 10" o/c



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PIPE SIZE

PIPE 6 STD OK FOR STRENGTH
BUT MUST MEET STABILITY BRACING REQ'S
FOR MODERATING MULTIPLE MEMBERS

$$L_{MAX} = 17'-3" - 6" BEAM = 16'-9"$$

$$L_b = \frac{0.19 F_y E}{R_y F_y}$$

$$E = 29,000 \text{ ksi}$$

$$F_y = 75 \text{ ksi}$$

$$R_y = 1.6$$

$r_y \geq 2.07$ TO AVOID UNDESIRABLE
INTERMEDIATE BRACING

PIPE 6 STD $r_y = 2.05$ OK ✓

$$MAX \text{ SLACK} = 1.99' \times C_b = 2/L = 5'-0"$$

IF DRIFT EQUIVALENTS NEARLY TO SLACK,
 $0.025 L_r = 0.025 (17'-3") = 5'-2" \text{ MAX}$

(OK, STEEL PIPE 6 STD)

$$P_u = 5.7k$$

$$\phi P_n = 10.2k = 6\% \text{ OF CAPACITY}$$

$\leq 15\% \text{ ALLOWED OK ✓}$



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JVU	21-066	5/6/22	

PIPE COLUMN W/CS

$$\left. \begin{aligned} M_{MAX} @ PASH &= 2.2k \text{ (one DIRECTION)} \\ &0.1k \text{ (opp. DIRECTION) N/A} \\ V_{MAX} @ PASH &= 2.2k \text{ (one DIRECTION)} \end{aligned} \right\} w/ \text{OMEGA}$$

$$f_{pu} \text{ (STRAIN)} = \frac{P_u}{A} = \frac{2.2k}{18.9"} = 0.116k/in$$

$$r_{max} = \frac{M_c}{E_f} = \frac{65/8"}{2} = 3.3125"$$

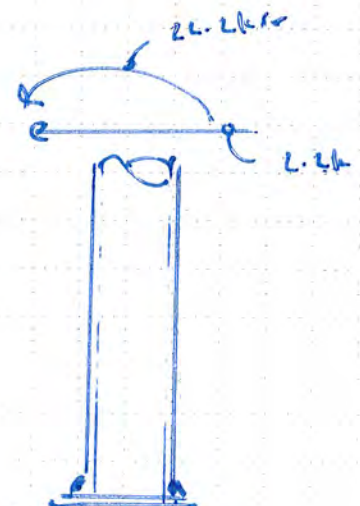
$$\frac{(2.2k/in)(3.3125")}{\pi R^2} = \frac{(2.2k/in)(3.3125")}{\pi (3.3125")^2} = 7.75k/in$$

ESSENTIALLY A 90° ANGLE...

$$1/4" \text{ FLUCT} = 8.75k/in$$

(USE 1/4" FLUCT MID)

↳ TOP OF COLUMN





PROJECT		DESCRIPTION	
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PIPE COLUMN BASH PC & ANCHORAGE

OMEGA

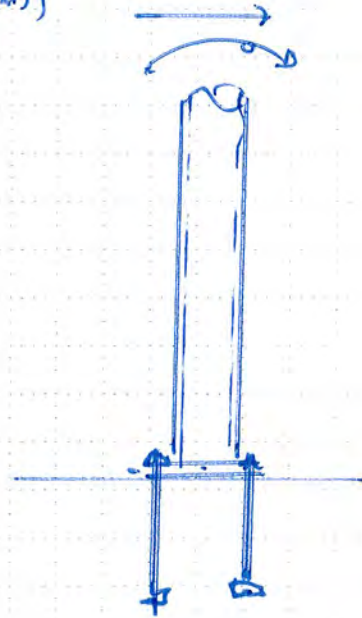
$M_{xx} = 22.2 \text{ kft}$ (13.9 kft non amplified)

$M_{yy} = \text{NEGLECTABLE}$

$V_x = 2.8 \text{ k}$ (2.4 k " ")

$V_y = \text{NEGLECTABLE}$

(1/3" ± BASH PC)



→ PULLOUT STRENGTH

REMANIS = 14.9 k TENSION

$\phi A_s f_u = \phi \psi_{e,sp} N_p = 46.1 \text{ k}$

$\phi = 0.4$

$\psi_{e,sp} = 1.0$

$N_p = A_s f_u$

$C = \frac{\pi(2.125)^2}{4} - \frac{\pi(1.5/16)^2}{4} = 3.29 \text{ in}^2$

OK, USE STANDARD WELDED
PULLOUT STRENGTH OK



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→ BREAKOUT ?

$$\text{TOTAL TENSION DEMAND} = 22.2 \text{ k} \left(\frac{10''}{12} \right) = 10'' \text{ AREA} \\ = 26.6 \text{ k}$$

STIRRUPS @ 10'' o/c ... (2) ENCLAGES

$$0.75 (60 \text{ ksi}) (2.0 \text{ in}^2) = 9.0 \text{ k} \text{ NO GOOD}$$

$$0.75 (60 \text{ ksi}) (A_s) \geq 26.6 \text{ k} = 0.55 \text{ in}^2 = (7) \#4$$

LEN OF #4 BAR =

$$\frac{(60,000)(1.1)(1.5)(1.5)}{50 \sqrt{2500}} \# 1/2'' \# = 12''$$

EMBED ANCHORAGE 14" MIN
 IN ACTIVE 12" LAP w/
 THIS

- (7) #4 @ 6" SPCC @
 ANCHOR GROUP

COLUMN ANCHORAGE, OMEGA LOADS



Anchor Designer™
Software
Version 3.0.7808.0

Company:		Date:	5/20/2022
Engineer:		Page:	1/6
Project:			
Address:			
Phone:			
E-mail:			

1. Project information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description:
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: F1554 Grade 36
Diameter (inch): 0.875
Effective Embedment depth, h_{ef} (inch): 4.750
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 6.38
 C_{min} (inch): 5.25
 S_{min} (inch): 5.25

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 24.00
State: Cracked
Compressive strength, f'_c (psi): 2500
 $\Psi_{c,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: Yes
Ignore concrete breakout in tension: Yes
Ignore concrete breakout in shear: No
Ignore 6do requirement: No
Build-up grout pad: No

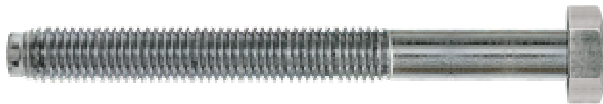
Base Plate

Length x Width x Thickness (inch): 12.00 x 12.00 x 0.25
Yield stress: 36000 psi

Profile type/size: Pipe6STD

Recommended Anchor

Anchor Name: Heavy Hex Bolt - 7/8"Ø Heavy Hex Bolt, F1554 Gr. 36



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com



Company:		Date:	5/20/2022
Engineer:		Page:	2/6
Project:			
Address:			
Phone:			
E-mail:			

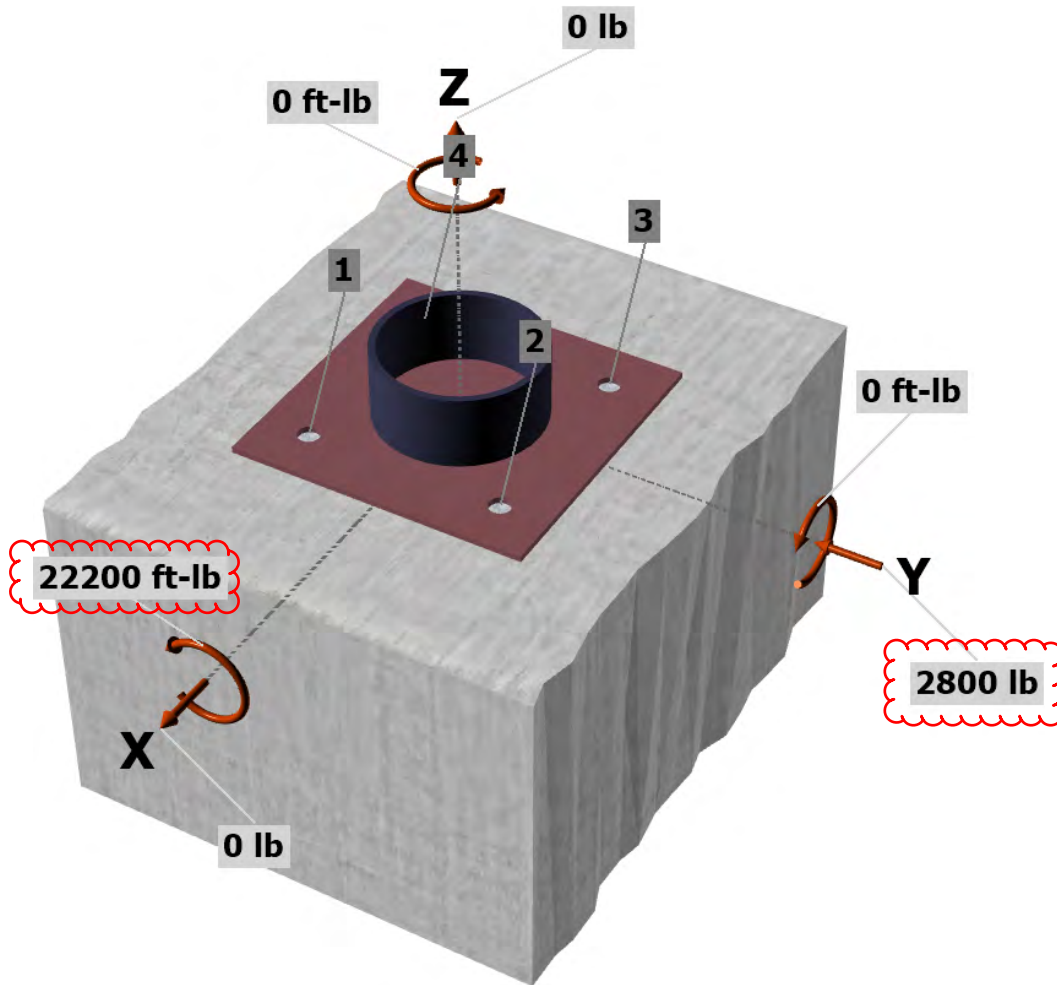
Load and Geometry

Load factor source: ACI 318 Section 5.3
Load combination: not set
Seismic design: No
Anchors subjected to sustained tension: Not applicable
Apply entire shear load at front row: No
Anchors only resisting wind and/or seismic loads: No

Strength level loads:

N_{ua} [lb]: 0
 V_{uax} [lb]: 0
 V_{uay} [lb]: -2800
 M_{ux} [ft-lb]: 22200
 M_{uy} [ft-lb]: 0
 M_{uz} [ft-lb]: 0

<Figure 1>



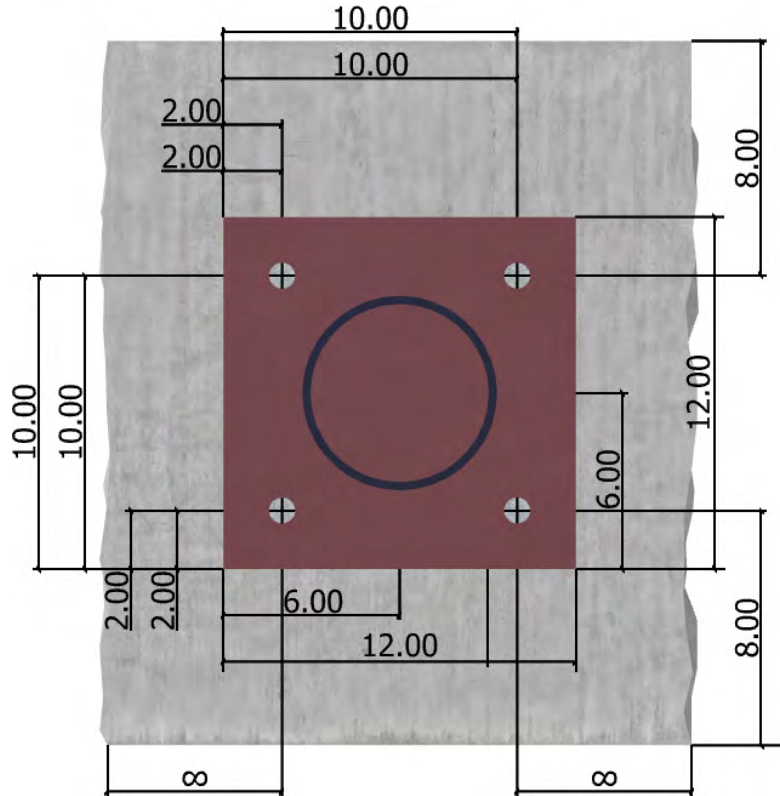
Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

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<Figure 2>





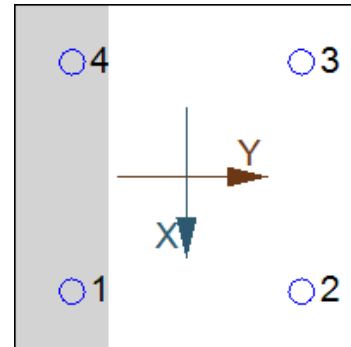
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3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	0.0	0.0	-700.0	700.0
2	14938.7	0.0	-700.0	700.0
3	14938.7	0.0	-700.0	700.0
4	0.0	0.0	-700.0	700.0
Sum	29877.4	0.0	-2800.0	2800.0

Maximum concrete compression strain (%): 0.35
 Maximum concrete compression stress (psi): 1531
 Resultant tension force (lb): 0
 Resultant compression force (lb): 29877
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



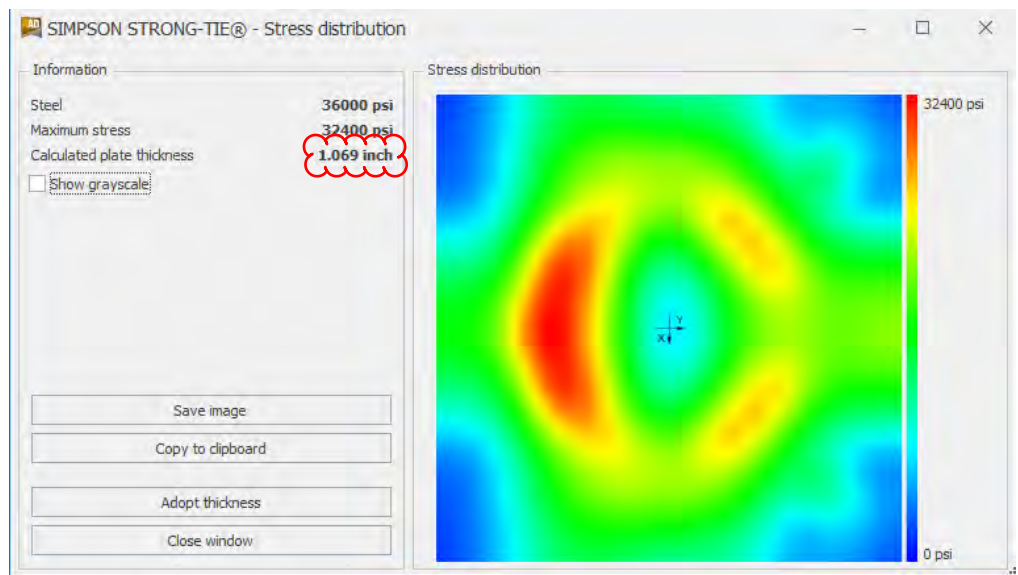
4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
26795	0.75	20096

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$\phi N_{pn} = \phi \psi_{c,p} N_p = \phi \psi_{c,p} 8 A_{brg} f_c$ (Sec. 17.3.1, Eq. 17.4.3.1 & 17.4.3.4)

$\psi_{c,p}$	A _{brg} (in ²)	f _c (psi)	φ	φN _{pn} (lb)
1.0	1.19	2500	0.70	16632



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout}\phi V_{sa}$ (lb)
16080	1.0	0.65	10452

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear parallel to edge in x-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}c_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}c_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l_e (in)	d_a (in)	λ_a	f_c (psi)	c_{a1} (in)	V_{by} (lb)
4.75	0.875	1.00	2500	8.00	10182

$$\phi V_{cbgx} = \phi (2)(A_{Vc}/A_{Vco})\Psi_{ec,V}\Psi_{ed,V}\Psi_{c,V}\Psi_{h,V}V_{by} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b)}$$

A_{Vc} (in ²)	A_{Vco} (in ²)	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{c,V}$	$\Psi_{h,V}$	V_{by} (lb)	ϕ	ϕV_{cbgx} (lb)
384.00	288.00	1.000	1.000	1.000	1.000	10182	0.70	19007

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cpq} = \phi k_{cp}N_{cbg} = \phi k_{cp}(A_{Nc}/A_{Nco})\Psi_{ec,N}\Psi_{ed,N}\Psi_{c,N}\Psi_{cp,N}N_b \text{ (Sec. 17.3.1 \& Eq. 17.5.3.1b)}$$

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cpq} (lb)
2.0	495.06	203.06	1.000	1.000	1.000	1.000	12423	0.70	42401

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{ua} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	14939	20096	0.74	Pass	
Pullout	14939	16632	0.90	Pass (Governs)	
Shear	Factored Load, V_{ua} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	700	10452	0.07	Pass	
 Concrete breakout x+	1400	19007	0.07	Pass (Governs)	
Pryout	2800	42401	0.07	Pass	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.90	0.00	89.8%	1.0	Pass

7/8"Ø Heavy Hex Bolt, F1554 Gr. 36 with hef = 4.750 inch meets the selected design criteria.



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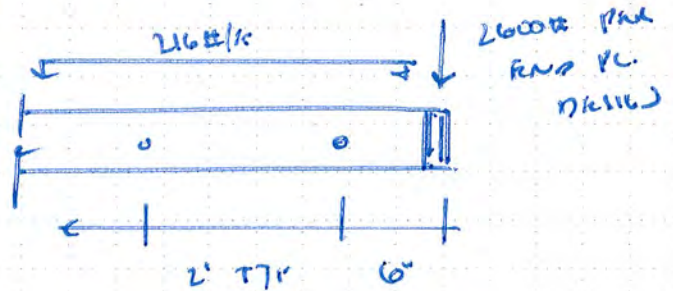
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Bellingham, WA 98225

360.714.8260
www.king-works.com

PROJECT		DESCRIPTION	
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BACK WALL BRACK ANCHORAGE

$$\text{WIND PSF} = 28.8 \text{ PSF} (150/2) = 216 \#/\text{ft}$$



$$\begin{aligned} \text{DESIGN RACK BOLT FOR } 2600\# + (216\#)(6'' + 12'') \\ = \underline{\underline{2900\#}} \end{aligned}$$

SEE STAIRWELL PRINTOUT,
5/8" ϕ THIS RUN W/ EXIST
RACKS 5" MIN.



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1. Project information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description:
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Bonded anchor
Material: F1554 Grade 36
Diameter (inch): 0.625
Effective Embedment depth, h_{ef} (inch): 3.125
Code report: ICC-ES ESR-4057
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 4.50
 c_{ac} (inch): 4.31
 C_{min} (inch): 1.75
 S_{min} (inch): 3.00

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 24.00
State: Cracked
Compressive strength, f'_c (psi): 2500
 $\Psi_{c,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: Yes
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Hole condition: Dry concrete
Inspection: Continuous
Temperature range, Short/Long: 150/110°F
Ignore 6do requirement: Not applicable
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 4.00 x 4.00 x 0.25

Recommended Anchor

Anchor Name: SET-3G - SET-3G w/ 5/8"Ø F1554 Gr. 36
Code Report: ICC-ES ESR-4057





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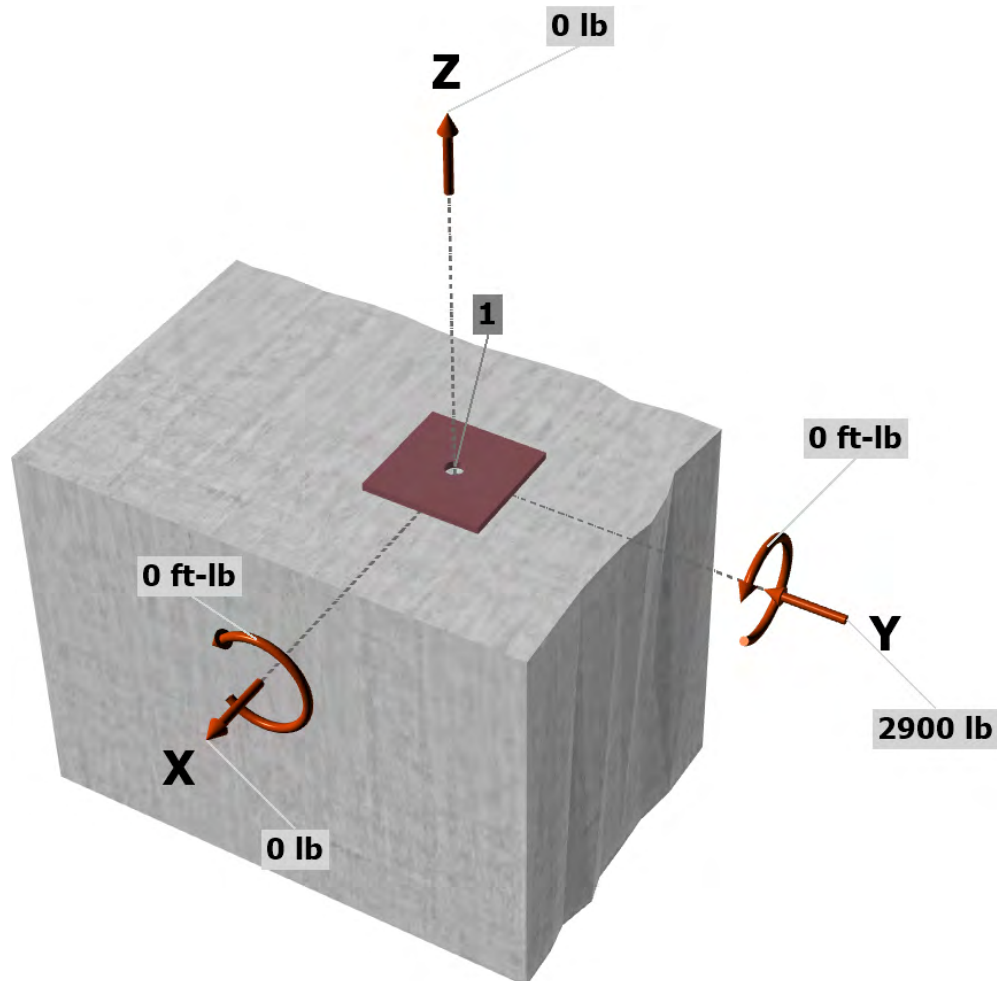
Load and Geometry

Load factor source: ACI 318 Section 5.3
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: No
Ductility section for tension: 17.2.3.4.2 not applicable
Ductility section for shear: 17.2.3.5.2 not applicable
 Ω_0 factor: not set
Apply entire shear load at front row: No
Anchors only resisting wind and/or seismic loads: Yes

Strength level loads:

N_{ua} [lb]: 0
 V_{uax} [lb]: 0
 V_{uay} [lb]: -2900
 M_{ux} [ft-lb]: 0
 M_{uy} [ft-lb]: 0

<Figure 1>

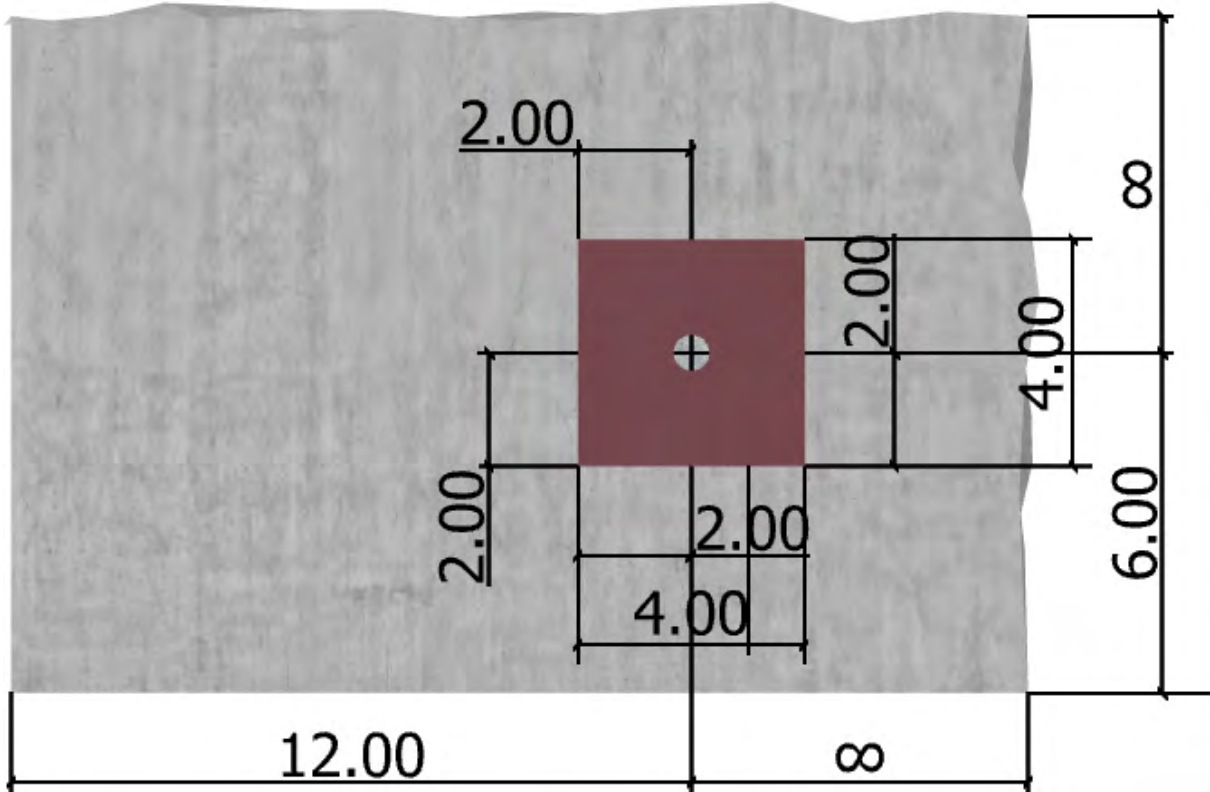


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<Figure 2>



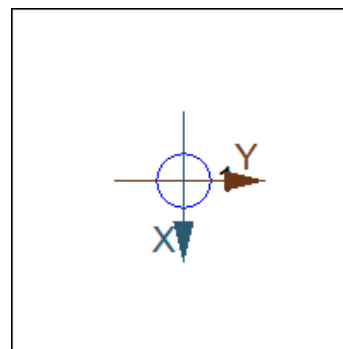
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3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, √(V _{uax} ²+V _{uay} ²) (lb)
1	0.0	0.0	-2900.0	2900.0
Sum	0.0	0.0	-2900.0	2900.0

Maximum concrete compression strain (%): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 0
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V _{sa} (lb)	φ _{grout}	φ	α _{V,seis}	φ _{grout} α _{V,seis} φV _{sa} (lb)
7865	1.0	0.65	0.75	3834

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2}\sqrt{d_a}\lambda_a\sqrt{f_c}c_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}c_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	c _{a1} (in)	V _{by} (lb)
3.13	0.625	1.00	2500	12.00	15870

$$\phi V_{cbx} = \phi (A_{Vc}/A_{Vco})\Psi_{ed,V}\Psi_{c,V}\Psi_{h,V}V_{by} \text{ (Sec. 17.3.1 \& Eq. 17.5.2.1a)}$$

A _{Vc} (in²)	A _{Vco} (in²)	Ψ _{ed,V}	Ψ _{c,V}	Ψ _{h,V}	V _{by} (lb)	φ	φV _{cbx} (lb)
432.00	648.00	0.800	1.000	1.000	15870	0.70	5925

Shear parallel to edge in x-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2}\sqrt{d_a}\lambda_a\sqrt{f_c}c_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}c_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	c _{a1} (in)	V _{by} (lb)
3.13	0.625	1.00	2500	6.00	5611

$$\phi V_{cbx} = \phi (2)(A_{Vc}/A_{Vco})\Psi_{ed,V}\Psi_{c,V}\Psi_{h,V}V_{by} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1a)}$$

A _{Vc} (in²)	A _{Vco} (in²)	Ψ _{ed,V}	Ψ _{c,V}	Ψ _{h,V}	V _{by} (lb)	φ	φV _{cbx} (lb)
162.00	162.00	1.000	1.000	1.000	5611	0.70	7855

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cp} = \phi \min[K_{cp}N_a; K_{cp}N_{cb}] = \phi \min[K_{cp}(A_{Na}/A_{Na0})\Psi_{ed,Na}\Psi_{c,Na}N_{ba}; K_{cp}(A_{Nc}/A_{Nco})\Psi_{ed,N}\Psi_{c,N}\Psi_{cp,NNb}] \text{ (Sec. 17.3.1 \& Eq. 17.5.3.1a)}$$

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Anchor Designer™
Software
Version 3.0.7808.0

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k_{cp}	A_{Na} (in ²)	A_{Na0} (in ²)	$\Psi_{ed,Na}$	$\Psi_{cp,Na}$	N_{ba} (lb)	N_a (lb)		
2.0	258.70	307.10	0.905	1.000	8320	6346		
A_{Nc} (in ²)	A_{Nco} (in ²)	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	N_{cb} (lb)	ϕ	ϕV_{cp} (lb)
87.89	87.89	1.000	1.000	1.000	4696	4696	0.70	6574

11. Results

11. Interaction of Tensile and Shear Forces (Sec. D.7)?

Shear	Factored Load, V_{ua} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status
Steel	2900	3834	0.76	Pass (Governs)
T Concrete breakout y-	2900	5925	0.49	Pass
Concrete breakout x+	2900	7855	0.37	Pass
Pryout	2900	6574	0.44	Pass

SET-3G w/ 5/8"Ø F1554 Gr. 36 with hef = 3.125 inch meets the selected design criteria.

12. Warnings

- Per designer input, the tensile component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor tensile force associated with the same load combination. Therefore the ductility requirements of ACI 318 17.2.3.4.2 for tension need not be satisfied – designer to verify.
- Per designer input, the shear component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor shear force associated with the same load combination. Therefore the ductility requirements of ACI 318 17.2.3.5.2 for shear need not be satisfied – designer to verify.
- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.



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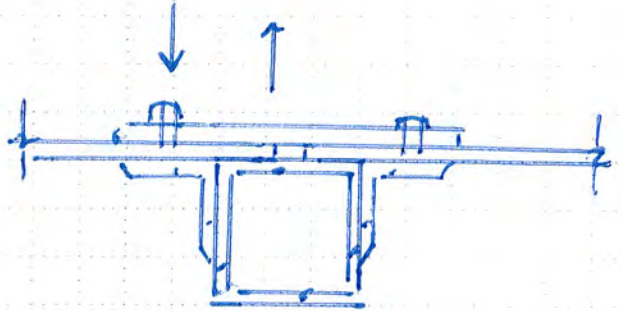
ROOF PLATE FIXITY CHECK

MAX IN ROOF PL

= 200# POINT LOAD
X 8' SPAN

$$\frac{PL}{4} = \frac{(1.6)(200\#)(8')}{4}$$

$$= 7.84\text{KI}$$



FORCE COUPLE MOMENT ARM = 3'4"

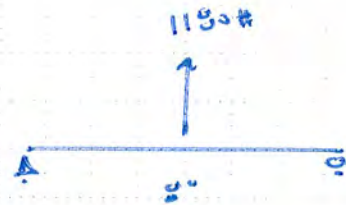
$$7.84\text{KI} \div 3'4" = \underline{\underline{1150\#}}$$

(1) 5/8" ϕ BOLT OK BY INSR.

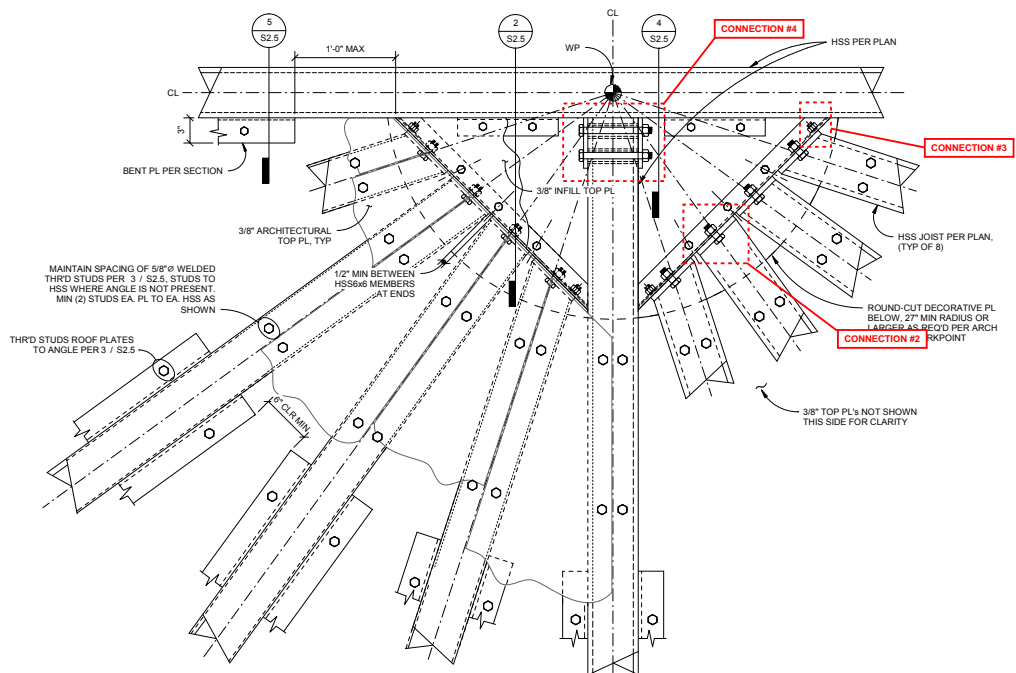
CAN 2/3" TOP PL SPAN 8"

$$M = PL/4 = 276\text{KI}$$

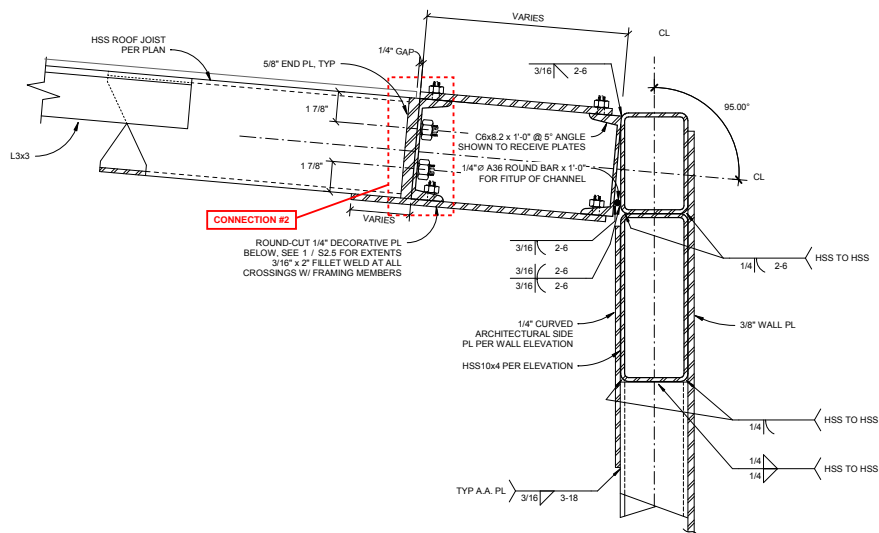
$$Z_j \geq 0.07\text{KI}^2$$



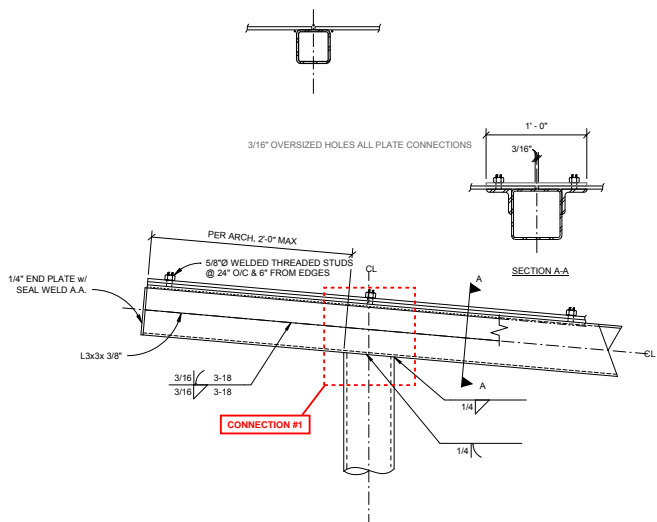
(SHEAR 5/8" PL FOR TOP PL.)



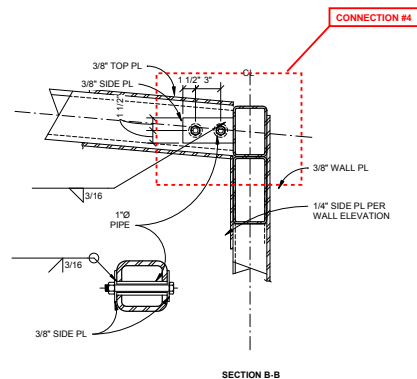
1 ROOF JOIST RING BEAM CONNECTION
1 1/2" = 1'-0"



2 TYP HSS ROOF JOIST TO STEEL PIPE
3" = 1'-0"



3 TYP ROOF JOIST TO COLUMN
1 1/2" = 1'-0"



4 ROOF CENTER HSS TO EDGE WALL
1 1/2" = 1'-0"



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STEEL CONNECTION #1

$$Max = 17.0 kft = 204 kft$$

$$Demand = \frac{204 kft (3")}{11k^2} = 7.2 kft$$

(USE 1/4" FLUENT OR STEEL)



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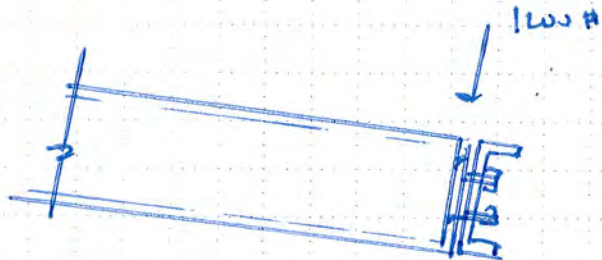
STEEL CONNECTION #2

TRYP. HSS AND REACTION? = $1.2DL + 1.6LL = 1200\#$

USE AISC 360 T MATCH

HSS $\pm = 1/4"$ MIN.

(2) $1/2"$ ϕ BOLTS OK



STEEL CONNECTION #3

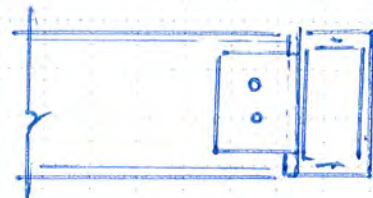
DESIGN FOR 95 kF

ROUL AREA = 95 kF

$$\left. \begin{aligned} DL &= 26 \cdot 95k \\ LL &= 10 \cdot 95k \end{aligned} \right\} 1.2DL + 1.6LL = \underline{\underline{6.39k}}$$

MIN SPACING OF BOLTS
 $= 2\frac{2}{3}(5/8") = 1.67"$

MIN EDGE DISTANCE
 $= 7/8" + 1/8" = 1.0"$





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STEEL CONNECTION #4

ROSE AREA OF CONNECTION = 160sf

$$\begin{aligned} & \left. \begin{aligned} M &= 160 \text{sf} \\ W &= 2 \text{sf} \end{aligned} \right\} (1.2M + 1.6W) = 12.0k \end{aligned}$$

5/8" ϕ BOLT IN STEEL = 15k IN DOUBLE SHEAR

(2) BOLTS OK

SHEAR TAB? AREA = 3/2"

$$M_u \text{ IN SHEAR TAB} = (12k)(5/16) \div (2) \text{ PLATES} = 21k$$

$$Z_x \geq 0.65 Z^2$$

$$\frac{(3/8)(3)^2}{4} = 0.84 Z^2$$

(2) 3/8" SHEAR PLATES OK



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WALL END PL DESIGN See following pages

SUPPORTS REQ FROM (1) H1S4X4
AREA = 60 SF

$$C \times 28.8 \text{ KSF (WALL)} = \underline{\underline{1770 \#}}$$

$$P/E/Y = (1770 \#)(14' - 10") / (16" / 12") = \underline{\underline{77.0 \text{ KSF}}}$$

IF CURVED H1S IS USED...

$$Z_y = \frac{77.0 \text{ KSF}}{(76 \text{ KSF})(0.9 \phi)} = 1.06 \text{ m}^2$$

H1S 4X4X5/16

ATTACHMENT TO IS

$$\text{TOP ATTACHMENT} = 1770 \# / 2 = 870 \# \text{ EASY.}$$

BOT ATTACHMENT: AREA H1S 4X4 FRAMES IS

$$\text{E BASE...} = 1770 \# / 2 + 1770 \# = \underline{\underline{2600 \#}}$$

ok, 3/16" x 1"
WALL @ (1)
ANCHOR BOLT.



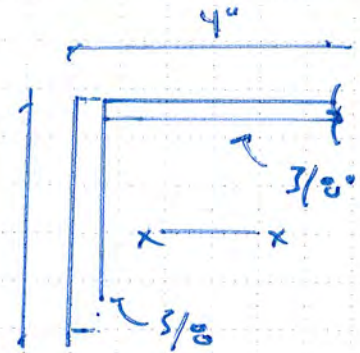
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SHARPEN PENCIL @ FLANGE PLATE

TRY 1/2" x 4" FLANGE PLATE IN
STEEL TRANSFER FROM FLANGE PLATE TO 1/8"
WALL PLATE

ROTATING ABOUT X-X

YIELDING, LATERAL TORSIONAL
BUCKLING, & FLANGE LOCAL
BUCKLING...



→ LATERAL TORSIONAL BUCKLING

$$M_y = (1.67 k) (S_x = 3.92 \text{ in}^3) = 157 \text{ k-in}$$

$$M_c = \frac{0.46 E b^2 t^2 C_b}{L_b} = 491 \text{ k-in}$$

$$E = 29,000 \text{ ksi}$$

$$b = 4"$$

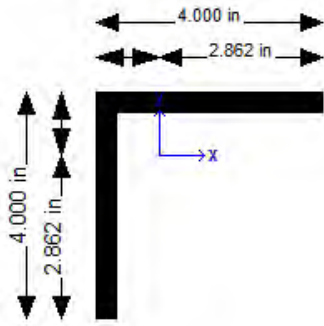
$$t = 3/8" \text{ FOR CHECK @ ROTATING}$$

$$C_b = 1.67$$

$$L_b = 8'-6" = 102"$$

$$M_c \geq M_y \quad \therefore$$

Wall Edge Plate



Properties			
	Property	Value	Units
1	Weight	9.731	lb/ft
2	A	2.859	sq in
3	D	4.000	in
4	tw	0.375	in
5	B	4.000	in
6	tf	0.375	in
7	bx	4.359	in ⁴
8	Sx	3.828	in ³
9	rx	1.235	in
10	ly	4.359	in ⁴
11	Sy	3.828	in ³
12	ry	1.235	in
13	J	0.126	in ⁴
14	E	28999.005	ksi
15	G	11153.463	ksi
16	Asx	2.859	sq in
17	Asy	2.859	sq in
18	Zx	2.744	in ³
19	Zy	2.744	in ³
20	rr	0.000	in



PROJECT			
DESCRIPTION			
ENGINEER	PROJECT NO.	DATE	PAGE

$$\phi M_n = \phi (1.9L - 1.1t \left(\frac{M_y}{M_c}\right)^{1/2}) M_y \leq 1.5 M_y \phi$$

$$(1.9L - 1.1t \left(\frac{177}{491}\right)^{1/2}) (177k) \leq 1.5 (177k)$$

$$= (0.9)(177k) \approx \underline{\underline{160k}} \quad \text{OK} \checkmark$$

→ YIELDING

$$\phi M_n = \phi 1.5 M_y = (0.9)(1.5)(177k)(S_x = 3.02 \text{ in}^3)$$

$$\phi M_n = \underline{\underline{186k}} \quad \text{OK} \checkmark$$

→ FLANGE LOCAL BUCKLING

COMPACTNESS?

$$b/t = 4" / 3/8" = 10.67 \leq 0.57 (E/F_y)^{1/2} = 15.8$$

COMPACT, NO BUCKLING CONCERNS

(USE 3/8" FLANG PLATE ✓)



PROJECT		DESCRIPTION	
ENGINEER	PROJECT NO.	DATE	PAGE

SHEAR FLOW ATTACHMENT

$$q = \frac{VQ}{I}$$

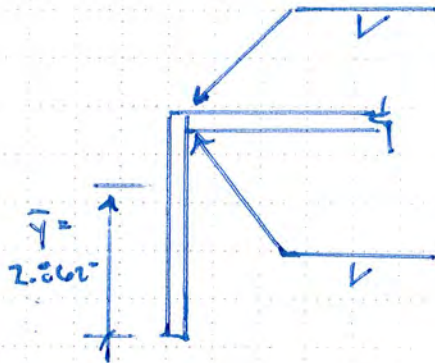
$V_{MAX} = 1.75k$ (assumed)
CONSERVATIVELY

$$Q = (2.862") \left(\frac{1}{8}"\right) \left(\frac{2.862"}{2}\right) = 1.54 \text{ in}^3$$

$$I = 4.755 \text{ in}^4$$

$$q = \frac{(1.75k)(1.54 \text{ in}^3)}{4.755 \text{ in}^4} = 0.61k/in$$

x 5-13 webs = 3.67k per web of webs
ok ✓





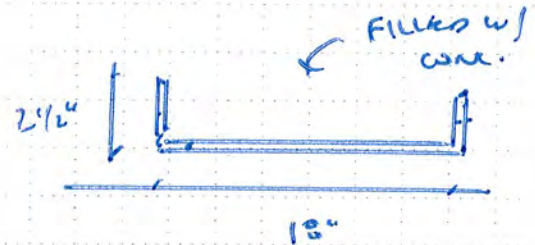
PROJECT		DESCRIPTION	
ENGINEER	PROJECT NO.	DATE	PAGE
JVC	21066	5/26/22	

BENCH DESIGN

MAX BENCH CLEAR SPAN = 7'-4"

SEE ATTACHED SHEET FOR SECTION PRIORITIES

PLY 1/4" PL.



WEIGHT OF STEEL = 20#/ft

WEIGHT OF CONC = 17#/ft

DL = 67#/ft

LIVE LOADS = 100# OR 400# POINT LOAD?

$W = 100# (1.5r) = 150#/ft$

$PL = 1/4 = 131#/ft$

$WLL = 1010#/ft$

DL = 67#/ft LL = 150#/ft

MAX (LIVE) 1.2DL + 1.6LL = 258kips

CHECK YIELDING & FLANGE LOCAL BUCKLING...

→ YIELDING:

$\phi M_n = \phi M_p = \phi F_y Z_y \leq 1.6 F_y S_y \phi$



PROJECT			
DESCRIPTION			
ENGINEER	PROJECT NO.	DATE	PAGE

→ SHEAR FLOW, PLATE ATTACHMENT

$$V = \frac{wL}{2} = 320 \# / ft \cdot (7' - 4") / 2 = \underline{\underline{1.175k}}$$

$$I = 1.904 \text{ in}^4$$

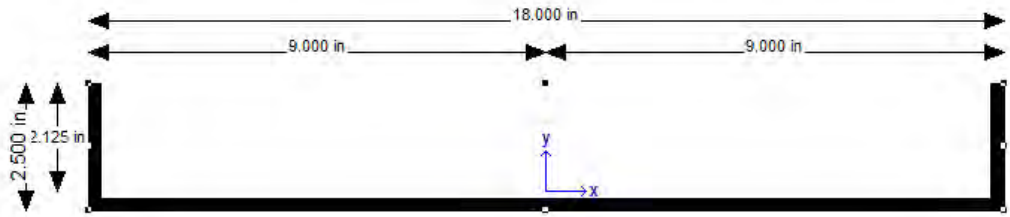
$$Q = (2.125" + 2.125") (1/4") (2.125/2) = 1.17 \text{ in}^3$$

$$\tau = \frac{VQ}{I} = \frac{1.175k (1.17 \text{ in}^3)}{1.904 \text{ in}^4} = 0.70k/in$$

7-18 weld, (2) FRANCHES = 2.1k/in weld

(STD 3/16 SHIP WELD, 7-18 OK)

Bench Plate



Properties			
	Property	Value	Units
2	A	5.625	sq in
3	D	2.500	in
4	tw	0.250	in
5	B	18.000	in
6	tf	0.250	in
7	Ix	1.904	in ⁴
8	Sx	0.896	in ³
9	rx	0.582	in
10	Iy	210.133	in ⁴
11	Sy	23.342	in ³
12	ry	6.112	in
13	J	0.115	in ⁴
14	E	28999.005	ksi
15	G	11153.463	ksi
16	Asx	5.625	sq in
17	Asy	5.625	sq in
18	Zx	1.670	in ³
19	Zy	30.235	in ³
20	rr	0.000	in
21	Cw	0.000	in ⁶

X-Y 1-2 Dimensions Group Frame All



PROJECT		DESCRIPTION	
ENGINEER	PROJECT NO.	DATE	PAGE
JV	21066	5/17/22	

BENCH ATTACHMENT TO COLUMN

REACTION = 1.2k = 1200# VERT

$$t_r = \frac{F_u}{F_{yP}} t$$

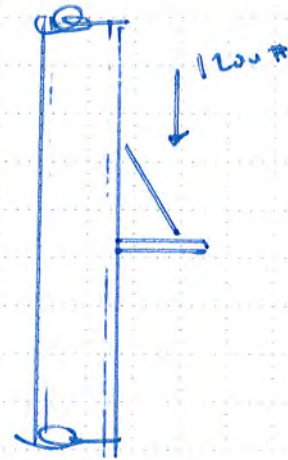
$F_u, u1 = 60ks$

$F_{yP} = 36ks$

$t_{,u1} = 0.261"$

$t_r \leq 0.44"$

(3/8" MAX SPACING t)



WALL RGT PL SPANS $\approx 9"$ w/ 1200#/2

$\frac{wL^2}{8}$ 600# $\div 9" = 67\#/20$

$67\#/20 (9")^2 / 8 = 0.98k$ $z_y \approx 0.07$

$\frac{bt^2}{Y} \geq 0.072'$ $b = 5"$ $\therefore t \approx 0.16"$

(USE 1/4" PLATE)



PROJECT		DESCRIPTION	
ENGINEER	PROJECT NO.	DATE	PAGE
JW	21066	6/2/22	

FASCIA DESIGN

FASCIA IS STEEL SUPPORTING BETWEEN COLUMNS.

CAN 3/16" PL CANTILEVER
6" UNDER WIND LOAD?

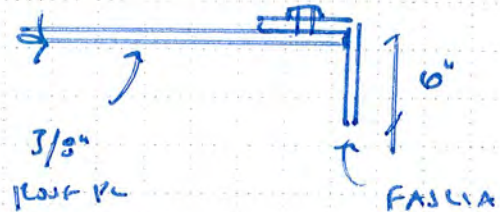
$$(P_o P_s C) (0.5s)^2 / 2$$

$$= 45 \# \#$$

$$Z_y \geq 0.0014 \# \#^2$$

$$\frac{I_x^2}{Y} = \frac{(12)(t)^3}{Y} \geq 0.0014 \quad t \geq 0.02 \quad \text{ok } \checkmark$$

(USE 3/8" CURVED PL NEW.)



ATTACHMENT F

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE**

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and PCL Construction Services, Inc., herein called "Contractor" for construction of **Mira Mesa Community Park Phase II Improvements**; Bid No. **K-24-2197-DBB-3-A-C**; in the total amount of Forty Three Million Three Hundred Eight Thousand One Hundred Twenty Seven Dollars and Zero Cents (\$43,308,127.00), which is comprised of the Base Bid plus alternates 1, 2, 3, and 4, consisting of an amount not to exceed \$43,308,127.00 for Phase I.

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.
 - (e) That certain documents entitled **Mira Mesa Community Park Phase II Improvements**, on file in the office of the City Clerk as Document No. **L-16002.1**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Mira Mesa Community Park Phase II Improvements**, Bid Number **K-24-2197-DBB-3-A-C**, San Diego, California.
4. 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. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

CONTRACT AGREEMENT (continued)

- 5. 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.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. **R-315562** authorizing such execution.

THE CITY OF SAN DIEGO

By _____

Print Name: Alia Khouri
Deputy Chief Operating Officer

Date: 6/18/24

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

Print Name: Dance Fairchild
Deputy City Attorney

Date: 7/10/2024

CONTRACTOR

By _____

Print Name: Lucas Mallory

Title: Area Manager

Date: 4/8/24

City of San Diego License No.: B2000006209

State Contractor's License No.: 474555

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001460

R-315562

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, CARB, and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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:

Mira Mesa Community Park Phase II Improvements

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2197-DBB-3-A-C**; SAP No. (WBS) **L-16002.1**; 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 – General; Paragraph 2-3 Subcontracts, 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®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

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 ^①	WHERE CERTIFIED ^②
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

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

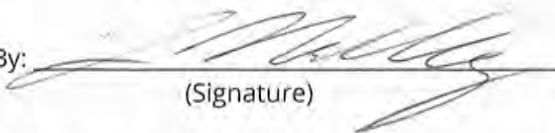
Mira Mesa Community Park Improvements Phase II


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

SIGNED AND SEALED, this 6th day of March, 2024

PCL Construction Services, Inc. (SEAL)
(Principal)

Federal Insurance Company (SEAL)
(Surety)

By: 
(Signature)

By: 
Susan A. Welsh (Signature) Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

County of Cook

On 6th day of March, 2024, before me, Sandra M. Winsted, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature


Signature of Notary Public





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Christopher T. Moser, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

3/6/2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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
NA					

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager
Name

Signature Date 3/7/24

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)**

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B)</small> <small>Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
	PACIFIC SOUTHWEST STRUCTURES, INC, 7845 Lemon Grove Way, Lemon Grove, CA 91945, 858 775 8391, smueller@pssconcrete.com	427349	1000004388	Constructor	Structural Concrete	\$9,728
	In-line Fence & Railing Co., Inc. 1307 Walnut St, Ramona, CA 92065 760-789-0282, estimating@inlinerail.com	769516	1000002605	Constructor	Fence & Gate	\$13,142
	STANFORD SIGN & AWNING INC 2556 FAIVRE ST, CHULA VISTA. CA, 91911, 619-733-5848, robin@stansign.com,	863570	1000007234	Constructor	Signage	\$600
	WILLIAMS & SONS MASONRY, INC., 13780 HIGHWAY 8 BUSINESS, EL CAJON, CA 92021, 619 443 1751, sulay@williamsandsonsmasonry.com	480899	1000001088	Constructor	Masonry	\$1,985

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

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	Watkins Environmental, Inc, 4345 Murphy Canyon Road, San Diego, CA 92123,619 316 2562, bryn@watkinsenviro.com,	966461	1000004509	Constructor	Demolition	\$28,575
	Arce Custom Cabinets Inc 655 Front St., Unit B, El Cajon, CA 92020,619/781-8160, alex@arcecabinets.com,	930618	1000005414	Constructor	Casework	\$56,943
	ProSpectra Contract Flooring, 865 W. IRVING PARK RD ITASCA, IL 60143 619-203-3479, patrick.ryan@spectracf.com,	740392	1000002810	Constructor	Ceramic Tile	\$17,100
	ProSpectra Contract Flooring, 1865 W. IRVING PARK RD ITASCA, IL 60143 858-405-9669, tom.wurth@spectracf.com,	740392	1000002810	Constructor	Flooring	\$65,100

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	FLANIGAN & MEJER ENTERPRISES LLC dba COASTAL DOOR SOLUTIONS 8 Goodyear, Suite 100, Irvine CA 92618, 949-916-4380, mitch@coastaldoorsolutions.com	1013188	1000046146	Constructor	Doors Frames & Hardware	\$42,796
	Cacy Electric, 1269 Greenfield Drive, El Cajon, CA 92021, 619-938-2839, estimating@cacyelectric.com,	780158	1000001728	Constructor	Electrical	\$123,789
	Chapman Air Systems, inc. dba WR Robbins Company, 1927 Plaza Real, Oceanside, CA, 92056,760-842-8800, s.ryan@wrrobbins.com,	890971	1000004711	Constructor	HVAC	\$232,000
	Magnum Drywall Inc. 2030 Fortune Dr., Ste 200, San Jose, CA 95131,510.320.2952, aherder@magnumdrywall.com,	614200	1000006229	Constructor	Painting	\$104,800

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	Best Contracting Services Inc 19027 S. Hamilton Ave, Gardena, CA 90248, 310-999-7778, steve@bestcontracting.com	456263	1000000563	Constructor	Sheet Metal	\$19,100
	HR Mechanical Corp dba HR Plumbing Inc. 4751 Oceanside BLVD STE C, Oceanside CA, 92056, 619-921-0130, colin@hr-plumbing.com,	970044	1000002886	Constructor	Plumbing	\$57,500
	STUMBAUGH & ASSOCIATES INC., 3303 N.SAN FERNANDO BLVD., BURBANK, CA, 91504, 858-444-1683, danag@stumbaugh.com	288724	1000004145	Constructor	Toilet Partitions & Accessories	\$15,899
	Towne Drywall, 1950 Cordell Ct. #106, El Cajon CA, 92020, 619-654-4276, marc@townedrywallinc.com	1020340	1000045744	Constructor	Metal Frame/ Drywall	\$21,496

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	Abdellatif Enterprises Inc 26072 Merit Circle, Ste 103, Laguna Hills, CA 92653 949-463-0674, craig@abdellatifenterprises.com	662128	1000001544	Constructor	Rough Carpentry	\$112,447

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	Makeelele Systems Landscape & Maintenance Inc. PO.Box 2044 San Marcos CA 92079 7606386012, aneglia@makelelesystems.com	987557	1000028415	Constructor	Landscaping	\$125,917
	In-line Fence & Railing Co., Inc. 1307 Walnut St, Ramona, CA 92065 760-789-0282, estimating@inlinerail.com	769516	1000002605	Constructor	Fence & Gate	\$80,760
	Cacy Electric, 1269 Greenfield Drive, El Cajon, CA 92021, 619-938-2839, estimating@cacyelectric.com,	780158	1000001728	Constructor	Electrical	\$67,500
	EC CONSTRUCTORS, INC., 9834 RIVER STREET, LAKESIDE, CA 92040, 907-841-5503, sherri@ecconstructors.com	585677	1000004249	Constructor	Site Concrete	\$414,946

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	JB Dirtworks Inc 10159 Buena Vista Ave. , Santee, CA 92071, 760-419-9388, jake@jbdirtworks.com	1044972	1000436828	Constructor	Grading	\$53,503
	Vet Builders Inc., 19170 Paradise Mountain Rd. , Valley Center, CA 92082, 503-209-7123, steve@vetbuildersinc.com	1066047	1000636145	Constructor	Utilities	\$95,275
	Magnum Drywall Inc, 2030 Fortune Dr., Ste 200, San Jose, CA 95131,510.320.2952, aherder@magnumdrywall.com,	614200	1000006229	Constructor	Paint	\$10,000
	Dave Bang Associates, Inc., P O Box 1088, Tustin, CA 92781 800/669-2585, info@davebang.com			Supplier	Playground Equipment	\$506,425

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	Western State Builders Inc 2141 Orange Ave Escondido CA 92029 760-270-8639, julian@westernstatebuilder.com	1069677	1000706410	Constructor	Playground Equipment Installer	\$145,733
	Robertson Industries, Inc., 2414 W 12TH ST SUITE 5 TEMPE, AZ 85281 800/858-0519, dpurcell@totturf.com	667261	1000002700	Constructor	Synthetic Resilient Surfacing	\$192,481

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	JB Dirtworks Inc. 10159 Buena Vista Ave. , Santee, CA 92071, 760-419-9388, jake@jbdirtworks.com	1044972	1000436828	Constructor	Grading	\$52,130
	Magnum Drywall Inc. 2030 Fortune Dr., Ste 200, San Jose, CA 95131,510.320.2952, aherder@magnumdrywall.com,	614200	1000006229	Constructor	Paint	\$12,800
	Cacy Electric, 1269 Greenfield Drive, El Cajon, CA 92021, 619-938-2839, estimating@cacyelectric.com,	780158	1000001728	Constructor	Electrical	\$788,049
	EC CONSTRUCTORS, INC., 9834 RIVER STREET, LAKESIDE, CA 92040, 907-841-5503, sherri@ecconstructors.com	585677	1000004249	Constructor	Site Concrete	\$270,779

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	Makelele Systems Landscape & Maintenance Inc. PO.Box 2044 San Marcos CA 92079 7606386012, aneglia@makelelesystems.com	987557	1000028415	Constructor	Landscaping	\$112,104
	In-line Fence & Railing Co., Inc. 1307 Walnut St, Ramona, CA 92065 760-789-0282, estimating@inlinerail.com	769516	1000002605	Constructor	Fence & Gate	\$292,487
	Vet Builders Inc., 19170 Paradise Mountain Rd. , Valley Center, CA 92082, 503-209-7123, steve@vetbuildersinc.com	1066047	1000636145	Constructor	Utilities	\$65,100
	Unique Recreation Consultants, Inc., 1804 Garnet Ave #478, San Diego, CA 92109 951-541-8380, cbarry@uniquerecreationinc.com,"			Supplier	Shade Structure	\$171,969

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	PowerCon Improvements Inc., 8121 Wing Ave, El Cajon, CA 92020, 619/599-2222, jessica@powerconimprevementsinc.com	1016331	1000031876	Constructor	Shade Structure-Installer	\$120,120

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***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)**

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B)</small> <small>Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
	PowerCon Improvements Inc., 8121 Wing Ave, El Cajon, CA 92020, 619/599-2222, jessica@powerconimprovementsinc.com	1016331	1000031876	Constructor	Shade Structure-Installer	\$38,010
	Unique Recreation Consultants, Inc., 1804 Garnet Ave #478, San Diego, CA 92109 951-541-8380, cbarry@uniquerecreationinc.com,"			Supplier	Shade Structure	\$96,770
	JB Dirtworks Inc 10159 Buena Vista Ave. , Santee, CA 92071, 760-419-9388, jake@jbdirtworks.com	1044972	1000436828	Constructor	Grading	\$145,146
	Cacy Electric, 1269 Greenfield Drive, El Cajon, CA 92021, 619-938-2839, estimating@cacyelectric.com,	780158	1000001728	Constructor	Electrical	\$366,603

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)**

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B)</small> <small>Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
	Magnum Drywall Inc 2030 Fortune Dr., Ste 200, San Jose, CA 95131,510.320.2952, aherder@magnumdrywall.com,	614200	1000006229	Constructor	Paint	\$30,800
	Makelele Systems Landscape & Maintenance Inc. PO.Box 2044 San Marcos CA 92079 7606386012, aneglia@makelelesystems.com	987557	1000028415	Constructor	Landscaping	\$254,589
	EC CONSTRUCTORS, INC., 9834 RIVER STREET, LAKESIDE, CA 92040, 907-841-5503, sherri@econconstructors.com	585677	1000004249	Constructor	Site Concrete	\$643,615
	In-line Fence & Railing Co., Inc. 1307 Walnut St, Ramona, CA 92065 760-789-0282, estimating@inlinerrail.com	769516	1000002605	Constructor	Fence & Gate	\$206,557

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)**

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B)</small> <small>Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
	Vet Builders Inc., 19170 Paradise Mountain Rd. , Valley Center, CA 92082, 503-209-7123, steve@vetbuildersinc.com	1066047	1000636145	Constructor	Utilities	\$56,700
	WILLIAMS & SONS MASONRY, INC., 13780 HIGHWAY 8 BUSINESS, EL CAJON, CA 92021, 619 443 1751, sulay@williamsandsonsmasonry.com	480899	1000001088	Constructor	Masonry	\$43,915
	California Skateparks Inc 273 N Benson Ave, Upland, CA 91786 909-949-1601, greg@caandscape.com,	962150	1000016308	Constructor	Skatepark	\$1,459,500

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

PCL Construction Services, Inc.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
PCL Construction Services, Inc.			
Street Address	City	State	Zip
655 N Central Ave, Suite 1600, Glendale		CA	91203
Contact Person, Title		Phone	Fax
Lucas Mallory, Area Manager		858-657-3400	

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.

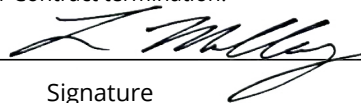
Name	Title/Position
Aaron Yohnke	Senior Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Stevenson Ranch, CA	
Interest in the transaction	
Less than 1% shareholder of bidding company. PCL is an employee owned company. In the interest of brevity, we do not provide an exhaustive list of every employee engaged in this pursuit. Additional detail available upon request.	

Name	Title/Position
Lucas Mallory	Area Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Less than 1% shareholder of bidding company. PCL is an employee owned company. In the interest of brevity, we do not provide an exhaustive list of every employee engaged in this pursuit. Additional detail available upon request.	

*** 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.

Lucas Mallory, Area Manager



3/7/24

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.

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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 Names of the Principal Individual owner(s).

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

NAME	TITLE
Lucas Mallory	Area Manager
PCL Construction Services, Inc.	

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

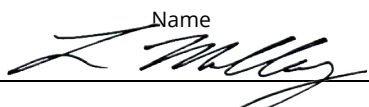
If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: **PCL Construction Services, Inc.**

Certified By **Lucas Mallory** Title **Area Manager**

Name

Signature

Date **3/7/24**

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Abdellatif Enterprises Inc	
Hazem Abdellatif	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Arce Custom Cabinets, Inc.	
Armando Arce	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Best Contracting Services, Inc.	
Sean Tabazadeh	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Cacy Electric	
Ryan Cacy	President

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name

3/7/24



Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
California Skateparks, Inc	
Joseph Ciaglia Jr	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Chambers Inc. dba Roof Construction	
Ronald Chambers	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Chapman Air System Inc. dba	
WR Robbins Company	
Roberta Chapman	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
EC Constructors Inc	
James J. Summers	President
Sherri L. Summers	CEO

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date _____

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
HR Mechanical Corp dba	
HR Plumbing Inc.	
Shadd Williams	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
In-Line Fence and Railing Co., Inc.	
David Ortiz	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
JB Dirtworks Inc	
Jason Burton	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Magnum Drywall Inc.	
Gary Robinson	President

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Makelele Systems Landscape & Maintenance, Inc.	
Jose Cardenas	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Mission Pools of Escondido, Inc	
Mike Roudebush	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Pacific Southwest Structures, Inc	
Dan Fitzgerald	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Stumbaugh & Associates inc	
Jeffrey Stumbaugh	President

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
ProInstallations inc dba Prospectra	
Contract Flooring	
Steven Landreth	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Queen City Glass Co.	
Erin Whiting	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
SealRight Paving, Inc.	
Frank Vasquez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Towne Drywall Inc	
Marc Towne	President
Terri King	CEO

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date _____

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Vet Builders, Inc.	
Whittaker Campbell	President
Steve Weitman	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Westeel Builders	
Ali Seif	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Robertson Industries Inc.	
Richard Hawley	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Williams and Sons Masonry	
Darwin Todd Williams	President

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

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Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Stanford Sign & Awning Inc	
David Lesage	Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Watkins Environmental Inc	
Pierce Barone	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Flanigan & Mejer Enterprise dba Costal	
Door Solution	
Don Flanigan	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
PowerCon Improvements Inc	
Michael Powers	President

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Unique Recreation Consultant, Inc.	
Chad Barry	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Dave Bang Associates Inc	
David T. Bang	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Western State Builders Inc.	
James Jared Moen	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: PCL Construction Services, Inc.

Certified By Lucas Mallory Title Area Manager

Name



Signature

3/7/24

Date

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM A



FOR

MIRA MESA COMMUNITY PARK PHASE II IMPROVEMENTS

BID NO.: K-24-2197-DBB-3-A-C
SAP NO. (WBS/IO/CC): L-16002.1
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 6
PROJECT TYPE: BE, BH, GA

BID DUE DATE:

**2:00 PM
FEBRUARY 13, 2024**

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. CLARIFICATIONS

1. We have received feedback from some participants regarding difficulties accessing certain hyperlinks in the Bid documents. Specifically, some bidders encountered a Google error message when attempting to open links on pages 23, 56, and 79 of the Solicitation document.

While some bidders were able to open the links successfully, we understand that others may have encountered issues. To ensure uniform access, we have created new links to replace those on pages 23, 56, and 79 of the Solicitation document. Please refer to Section C, item 1, and Section D, items 1 and 2 of this Addendum.

C. ATTACHMENTS

1. To **Attachment A, Scope of Work, item 1.1., sub-item 1.1.1.**, page 23, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1.1.1. The Notice Inviting Bids, Plans numbered **42010-001-D** through **42010-524-D**, inclusive, and **Appendix J – Public Art Installation**.

For Plans numbered **42010-001-D** through **42010-524-D** refer to the link below:

<https://drive.google.com/drive/folders/13fterO97VWXRBS1Pp-ppB9CQ966gFOCY?usp=sharing>

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To **Section 3-9, Technical Studies and Subsurface Data, item 6**, page 56, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/15EUUeI-KfeNrUnnzF3pYfocuQPvdAepS?usp=sharing>

2. To **Technical**s, page 79, **DELETE** in its entirety and **SUBSTITUTE** with the following:

For Technical Specifications, please refer to the following link:

<https://drive.google.com/drive/folders/1SqASzRhu5rLW3nrtdXUwVvdbyio8GoEZ?usp=sharing>

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 17, 2024*
San Diego, California

RA/MA/rs

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM B



FOR

MIRA MESA COMMUNITY PARK PHASE II IMPROVEMENTS

BID NO.: K-24-2197-DBB-3-A-C
SAP NO. (WBS/IO/CC): L-16002.1
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 6
PROJECT TYPE: BE, BH, GA

BID DUE DATE:

**2:00 PM
MARCH 7, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 29, 2024*
San Diego, California

RA/MA/rs

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM C



FOR

MIRA MESA COMMUNITY PARK PHASE II IMPROVEMENTS

BID NO.: K-24-2197-DBB-3-A-C
SAP NO. (WBS/IO/CC): L-16002.1
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 6
PROJECT TYPE: BE, BH, GA

BID DUE DATE:

**2:00 PM
MARCH 7, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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 Architect:


1) Registered Architect

02/14/2024
Date

Seal:




2) For City Engineer

2/14/24
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Is this project a rebid from what was bid on 9/27/23?

A1. Yes, that is correct.

Q2. Why was this project not awarded during the most recent bidding phase in 2023?

A2. The bidders didn't meet the SLBE program requirement.

Q3. As the proposal due date of February 13th is relatively soon after the pre bid conference, would the City please consider extending the due date a minimum of 2 weeks to allow for adequate time to process the large amount of documents?

A3. The bid due date was extended to March 7th, 2024. Please reference Addendum B.

Q4. From the invites I've seen it looks like the pools are included in this go around. They have already been awarded correct?

A4. Neither the pools nor any other improvements of Mira Mesa Community Park Phase II Improvements have been awarded.

Q5. Please confirm the time from Bid Opening to NTP is still 4 to 6 months. This helps with scheduling work force.

A5. Confirmed.

Q6. Our existing bid schedule is in conflict with this projects Bid date. Please consider pushing the bid opening date at least 2 weeks. We understand the City does not want to issue lots of Addenda but this question of pushing the Bid opening date needs to be addressed sooner than later.

A6. The bid opening date has been extended to March 7, 2024. Please reference Addendum B.

- Q7. P-001 P001 Plumbing Material Schedule Note 4 states, "Provide All Insulated Domestic Hot Water, Hot Water Circulating, and Condensate Drain Piping with Metal Jacketing per section 609.11 CPC. CPC 609.11 does not require metal jacketing on insulated piping.
1. Please confirm the intent is to have metal jacketing on exposed Domestic Hot Water and Condensate piping.
 2. Please confirm the in-wall domestic hot water and condensate piping does not require metal jacketing.
- A7. 1. Confirmed.
2. Confirmed
- Q8. Please confirm SH-1, SH-2 , and SH-3 are to use FD-1 for floor drains.
- A8. Confirmed.
- Q9. 3A-600. Please provide a spec for RF flooring shown on finish schedule 3A-600.
- A9. See Section C, item 1 of this Addendum.
- Q10. Floor Finish. Please clarify the Base Bid Scope of Work and alternate scope of work in the Rec center bldg. Is the base bid only for rooms 317,320 and 323 shown on 3A103, and the alternate bid for all the other rooms are shown on the finish schedule 3A-600?
- A10. Correct. Base Bid only includes rooms 317, 320 and 323. Alternate 1 adds all of the other rooms on the finish schedule 3A-600 in addition to those in the Base Bid.
- Q11. Subgrade. Please confirm the subgrade under the paving area is not required to be removed and replaced per Whitebook section 301-1.2.
- A11. Follow Whitebook Specifications for subgrade prep.
- Q12. Subgrade. Please verify to what extent the verbiage of Whitebook Section 801-2.2.1 is applicable in the areas where we are shown to remove and replace sod. Are we to assume that all areas to receive new sod shall have existing topsoil stripped and disposed of off-site to be replaced with 15" of imported class A topsoil?

- A12. Please follow the Whitebook for all planting specifications. 15" thick topsoil is required per the Whitebook, Section 801-2.2.1. This can be import topsoil or class B topsoil (on-site) modified to meet class A requirements defined in the Whitebook. Modified class C (in place) is not acceptable.
- Q13. Bid Guarantee Duration. Instruction of Bidders, Section 3.4 states, "The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening." During the pre-bid conference, 4 to 6 months was stated due to the city-approved process. Please confirm the required bidder guarantee duration.
- A13. The bid guarantee duration is 120 days.
- Q14. Bid Form. Due to the complexity of the bid form & line-item costs, would it be possible for us to submit the "List of Subcontractors for Alternate Items" & "Debarment and Suspension Certification for Subcontractors, Suppliers, and Mfgs" within 24 hours after the time of the bid?
- A14. No. Those forms must be submitted at time of bid.
- Q15. S503 Details 1, 2, 3, and 4 on S503: At ledger, fastener is called out as ...Hilti KH-EZ or an embedded headed anchor bolt (7/S005.) For bidding purposes, please specify one or the other, as a different class of subcontractor would provide each of the fasteners.
- A15. You can use 5/8" cast-in anchors per detail 7 on Sheet S005 for estimating purposes. It's a contractor option and will not make any difference structurally.
- Q16. 3A-112. Please clarify the intent regarding Keynotes 1 and 2 on 3A112. Please confirm that KN #1 is unquantifiable for bidding purposes. Please confirm that KN #2 is for the all glulams and fascia on the two north facing roof lines only, and that it is not typical for all sides?
- A16. All glulams are to be cut back and receive caps, and all fascia board (on all sides) is to be replaced per keynote 2 on 3A112 and detail 1-6 on 3A500. This should be quantifiable for bid. The amount of additional repair, and replacement, of glulam beams is unknown. See allowance #3 on Sheet G002A for additional information regarding this.
- Q17. Water Consumption Costs. Please confirm the cost and access for water to fill pools will be pay by City.

A17. The cost to fill pools will be paid by the City. For other water consumption costs incurred during construction, please see Sheet G001 - Water Fees notes. The City of San Diego Project Manager and the Consultant shall coordinate the following: water and sewer capacity fees and the wet tap fees shall be pre-paid by the City for City contracts; The contractor shall pay all other construction and maintenance water meter and sewer fees and shall coordinate with the water utilities department (PUD) for installation of services. Allow three (3) month's notice to the water utilities department (PUD).

Q18. 5-4.2. Please confirm the limit of liability per Section 5-4.2. Majority of subcontractors would not be able meet these high limit requirements. Would City consider lower the limit requirement for potential saving on budget?

"4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit Limits of Liability

Other than Products/Completed Operations \$10,000,000

Products/Completed Operations Aggregate Limit \$10,000,000

Personal Injury Limit \$5,000,000

Each Occurrence \$5,000,000 "

A18. The insurance limits will remain as noted in the Solicitation Document.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, **TECHNICALS**, page 79, **ADD** "Resilient Flooring", pages 7 through 14 of this Addendum.
2. To Attachment E, **TECHNICALS**, page 79, **ADD** Section 096516 – Resilient Sheet Flooring, pages 15 through 19 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 15, 2024*
San Diego, California

RA/MA/rs



Designed for possibilities.
Made for people.

This document serves as
complementary information to
sheet 3A-600 in volume 6 of
the set of drawings

Altro Operetta™ product datasheet

High-design smooth sheet flooring perfect for contract
commercial use in a multitude of areas

Altro Operetta Or Approved Equal

Altro Operetta is a robust floor perfect for medium to high-traffic areas. It is easy to clean and maintain and can withstand up to 2,000psi indentation. It has attractive natural and contemporary colors and finishes to fit your interior design scheme. It matches and coordinates with Altro Orchestra and Altro Serenade to create a complete look throughout.

Combine with our extensive range of Altro wall panels for an attractive and durable floor and wall system.

Altro Operetta also looks great paired with Altro Wood.

Typical applications

Healthcare, senior living, education, retail, offices and recreational areas

Features + benefits

- Smooth surface is easy to clean and maintain
- Colors coordinate with Altro Orchestra and Altro Serenade ranges for a complete look throughout
- Meets ISO Class 4 cleanroom requirements
- Resists up to 2,000 psi indentation
- FloorScore Certified / Low VOCs

Better together

Smooth flooring from Altro gives you what you want - an economical and attractive look that's easy to install and maintain. But, in commercial areas with frequent spillages and hygiene and durability concerns, it's best to let our robust collection of safety flooring, slip-resistant flooring and wall cladding join the team!

Install smooth flooring in the dining room and public areas, and bring safety flooring and wall protection into the kitchen, bar and restrooms. You will rest easy knowing your patrons will have an exquisite experience while the most dangerous areas in your facility are well equipped to handle the tolls of the day.

We strongly recommend carrying out a risk assessment in any area in which the installation of smooth flooring is considered, focusing on the potential risk posed by contaminants.

Altro Easyclean Technology



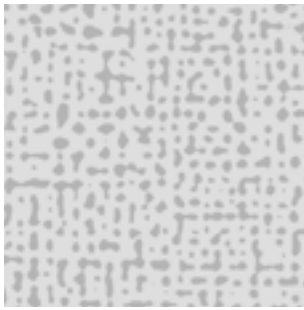
Rather than using a superficial surface coat, Altro Easyclean Technology is incorporated into the flooring while it is manufactured. This allows Altro flooring to benefit from enhanced cleaning and maintenance while still allowing our products' slip-resistant properties to shine through.

Smooth flooring will have a higher level of Altro Easyclean than a slip-resistant or safety floor.

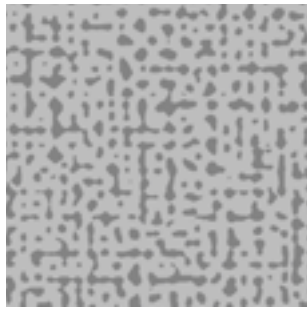
- Industry-leading ease of cleaning
- Enhanced long-term cleanability
- Cleaning and maintenance cost savings
- Sustained long-term slip resistance
- Exceptional long-term durability
- Low dirt pick-up qualities
- Improved color retention



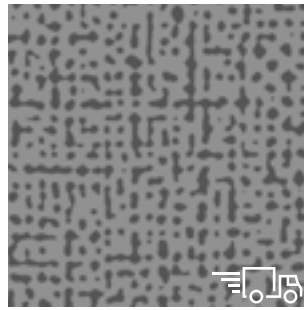




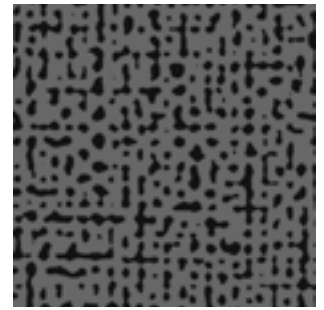
Tutti OP2157U
WR500 / AM136 LRV 60



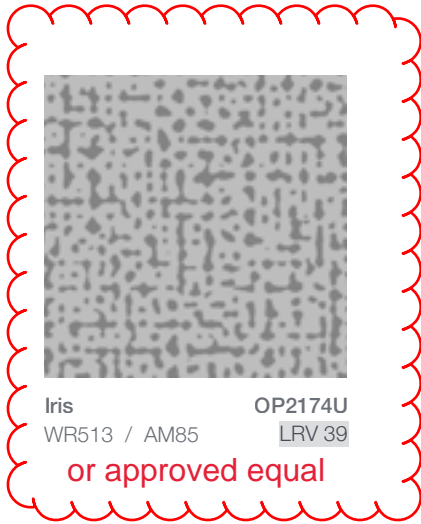
Iris OP2174U
WR513 / AM85 LRV 39



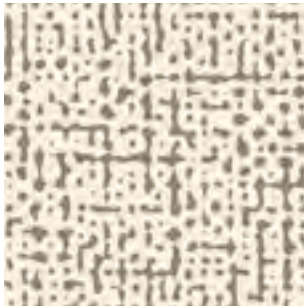
Beethoven OP2159U
WR502 / AM390 LRV 23



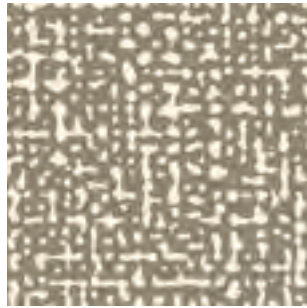
Black Forest OP2158U
WR501 / AM82 LRV 13



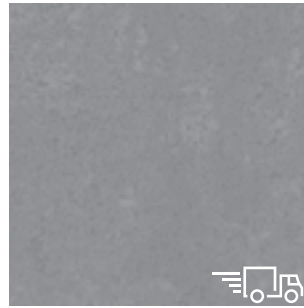
or approved equal



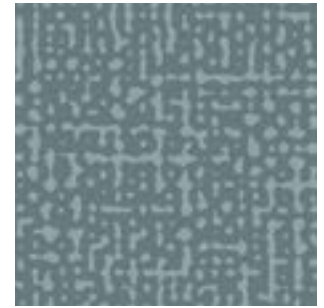
Fife OP2167U
WR508 / AM11 LRV 57



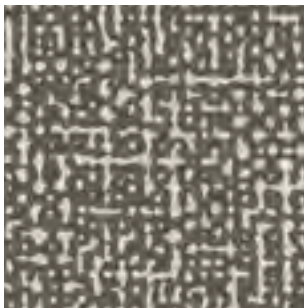
Allegra OP2169U
WR510 / AM347 LRV 38



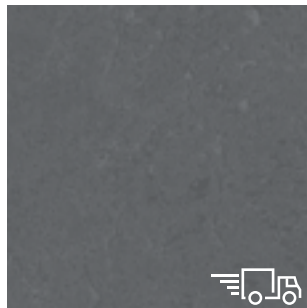
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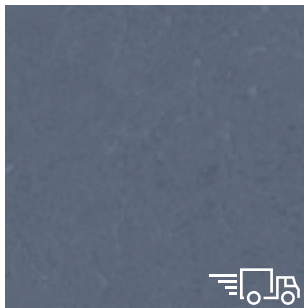
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WR512 / AM84 LRV 24



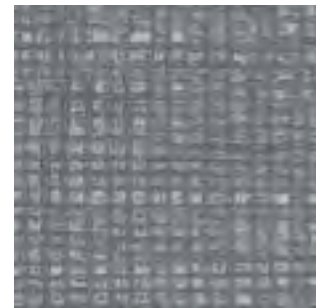
Vivo OP2162U
WR494 / AM494 LRV 23



Tempo OP2115U
WR436 / AM487 LRV 17



Pulse OP2118U
WR439 / AM84 LRV 16



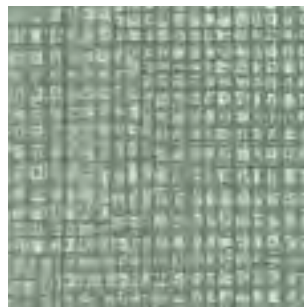
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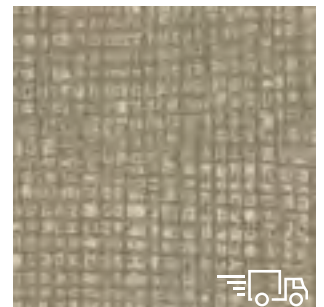
Drop OP2127U
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Clef OP2125U
WR446 / AM347 LRV 37



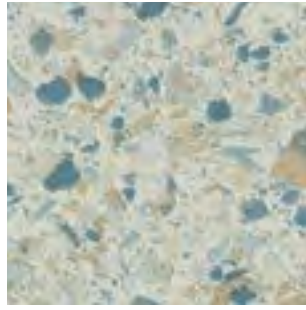
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Samson OP2176U
WR519 / AM392 LRV 34



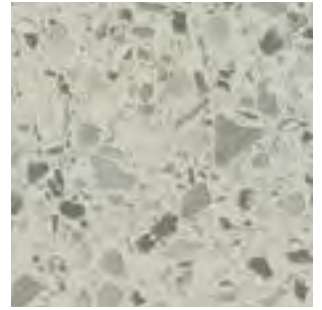
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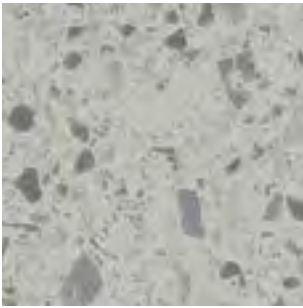
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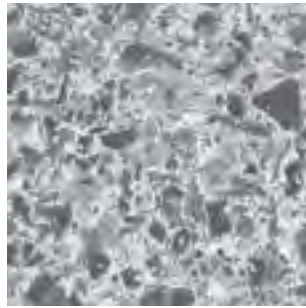
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WR483 / AM483 LRV 44



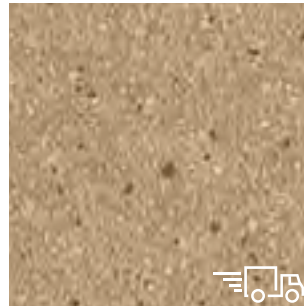
Penzance OP2153U
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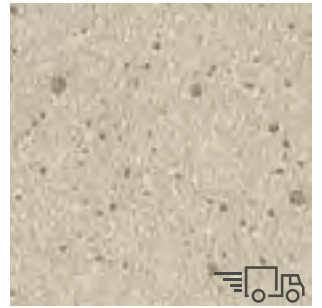
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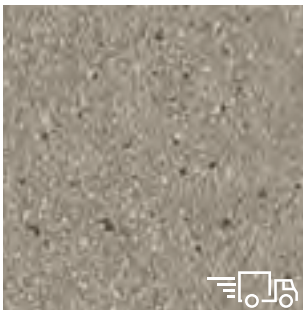
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WR484 / AM484 LRV 40



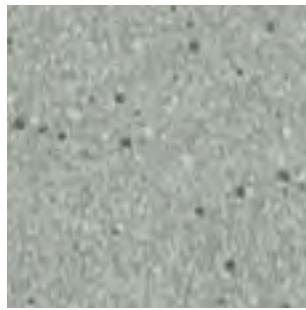
Acapella OP2135U
WR456 / AM338 LRV 34



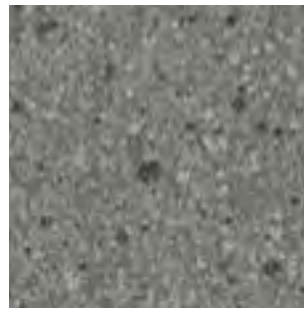
Glee OP2136U
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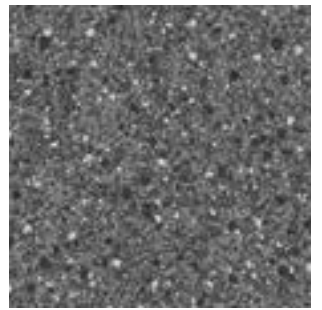
Madrigal OP2134U
WR455 / AM361 LRV 31



Yeoman OP2139U
WR460 / AM484 LRV 39



Baroque OP2133U
WR454 / AM86 LRV 22



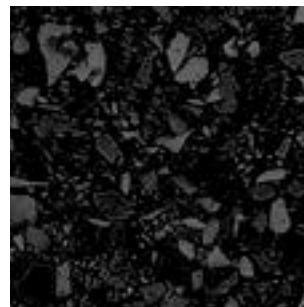
Lola OP2178U
WR391 / AM82 LRV 17



Shell Shack OP2177U
WR520 / AM338 LRV 28



Vamp OP2144U
WR490 / AM86 LRV 18



Baron OP2145U
WR485 / AM485 LRV 8



Sonatina OP2147U
WR482 / AM482 LRV 15



Type + class		ASTM F1303	Type I, Grade 1, Class B, smooth flooring
Thickness and wear layer		2.0mm .08" / .7mm wear layer, heterogeneous construction	
Roll dimensions		6'7" x 65'5 2m x 20m	
Weight		4.90 lbs./yd ² 2.66 kg/m ² 230 lbs. per roll	
Warranty		10 years	
Cleaning technology		Altro Easyclean	
Static coefficient of friction		ASTM D2047	.7 dry, .8 wet
Dynamic coefficient of friction		ANSI/NFSI B101.3	.49 wet DCOF
Ramp test		DIN 51130	R10
Static load limit		ASTM F970	2000 psi
Indentation		EN 433	≤ 0.10mm
Wear (abrasion) resistance		EN 660	≤ 10% 50,000 cycles
Castor chair abrasion		EN 425	Pass
Flexibility		EN ISO 24344	Pass
Light fastness		EN 20105-B02	≥ 6
Sound insulation		ISO 140-8	4dB
Electrical behaviors		EN 1815	≤ 2kV Antistatic
Fire and smoke performance		CAN/ULC - S102.2 ASTM E648 ASTM E662	Tested Class I < 450
Mold resistance		ASTM D3273	Excellent - Score of 10
Fungi resistance		ASTM G21	Passes rating 0* *achieves zero growth after 28 days
Chemical resistance		ASTM F925	Tested
Particle concentration	ISO 14644 - 9:12	Meets ISO 4 cleanroom requirements	
VOC emissions		CA 01350 FloorScore	Pass Certified
Bio-based content		Manufactured with rapidly renewable bio-based content.	
Ortho-phthalate content		Ortho-phthalate-free	
Composition	Heterogeneous PVC with glass fiber reinforcement scrim between the film print and backing. Altro Easyclean incorporated into top layer for exceptional cleanability.		
Backing	Compact PVC backing.		
Installation and maintenance	Altro flooring must be installed by a professional flooring installer that has attended an Altro training clinic. Installation procedures available at altro.com , training clinic information at altro.com . Proper care of Altro flooring is critical. Please consult our cleaning procedures available at altro.com . Failure to install and/or maintain correctly could void the warranty.		
Staining	Certain chemicals may cause staining of vinyl flooring. Traffic stains may be caused by asphalt and rubber products, like rubber mats. Please conduct stain test before installation.		

LEED facts

LEED v4 This product may help contribute to the following credits

Altro Operetta 5

- Materials and resources
Renewable bio-based content 1
- Materials and resources - EPD
Environmental product declaration
Type III product specific 1
- Materials and resources - HPD
Health product declaration 1
- Environmental quality
Low emitting materials, flooring 1
- Environmental quality
Low emitting materials, adhesives 1

Discover more of our sustainability story and credentials at altro.com



Order samples 24 hours a day at altro.com and materialbank.com

These select quick-ship colors, are heavily stocked and consistently available in our North American warehouses.

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Maintenance guides



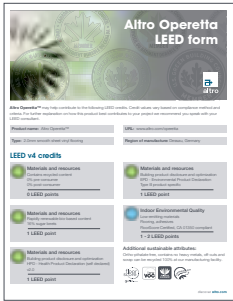
Illus. cleaning guides



Warranty forms



Literature



LEED forms



Installation guides



Installation quickfacts

Even more great resources!

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- SDS sheets
- Detail drawings and CAD files
- High-resolution swatch downloads
- Photo galleries - www.altropics.com
- Solutions by area type - ORs, labs and cleanrooms, kitchens, senior living and more!

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SECTION 096516 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl sheet flooring with backing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color, texture, and pattern specified, in manufacturer's standard size, but not less than 6-by-9-inch sections.
 - 1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.
- C. Welded-Seam Samples: For seamless-installation technique indicated and for each resilient sheet flooring product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and prepared by Installer for this Project.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.

- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Coordinate mockups in this Section with mockups specified in other Sections.
 - a. Size: Minimum 100 sq. ft. for each type, color, and pattern in locations indicated.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 90 deg F. Store rolls upright.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 80 deg F, in spaces to receive resilient sheet flooring during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than **[55 deg F (13 deg C)] <Insert temperature>** or more than **[95 deg F (35 deg C)] <Insert temperature>**.
- C. Close spaces to traffic during resilient sheet flooring installation.
- D. Close spaces to traffic for 48 hours after resilient sheet flooring installation.
- E. Install resilient sheet flooring after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 VINYL SHEET FLOORING WITH BACKING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Altro Group
 - 2. Polyflor, Ltd.

3. Forbo Industries
4. Or Approved Equal.

B. Product Standard: ASTM F1303.

1. Type (Binder Content): Type II, minimum binder content of 34 percent.
2. Wear-Layer Thickness: Grade 1.
3. Overall Thickness: 2.5mm.
4. Interlayer Material: None.
5. Backing Class: Class A (fibrous).

C. Wearing Surface: Embossed with embedded abrasives.

D. Sheet Width: 6.6 feet.

E. Seamless-Installation Method: Heat welded.

2.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.

C. Seamless-Installation Accessories:

1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
 - a. Colors: Match flooring.

D. Integral-Flash-Cove-Base Accessories:

1. Cove Strip: 1-inch radius provided or approved by resilient sheet flooring manufacturer.
2. Cap Strip: Square metal, vinyl, or rubber cap provided or approved by resilient sheet flooring manufacturer.

E. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient sheet flooring manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.
- B. Safety flooring shall be installed over subfloors conforming to ASTM F710 for concrete and other monolithic floors or ASTM F1482 for wood subfloors.
 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient sheet flooring manufacturer. Do not use solvents.
 3. Alkalinity and Adhesion Testing: Perform tests recommended by resilient sheet flooring manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient sheet flooring until materials are the same temperature as space where they are to be installed.
 1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

3.3 RESILIENT SHEET FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.
- C. Lay out resilient sheet flooring as follows:

1. Maintain uniformity of flooring direction.
 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in flooring substrates.
 3. Match edges of flooring for color shading at seams.
 4. Avoid cross seams.
- D. Extend resilient sheet flooring into toe spaces, door reveals, closets, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.
- F. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- G. Seamless Installation:
1. Heat-Welded Seams: Comply with ASTM F1516. Rout joints and heat weld with welding bead to fuse sections permanently into a seamless flooring installation. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.
- H. Integral-Flash-Cove Base: Cove resilient sheet flooring 6 inches up vertical surfaces. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.
- B. Perform the following operations immediately after completing resilient sheet flooring installation:
1. Remove adhesive and other blemishes from surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient sheet flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient sheet flooring until Substantial Completion.

END OF SECTION 096516

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM D



FOR

MIRA MESA COMMUNITY PARK PHASE II IMPROVEMENTS

BID NO.: K-24-2197-DBB-3-A-C
SAP NO. (WBS/IO/CC): L-16002.1
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 6
PROJECT TYPE: BE, BH, GA

BID DUE DATE:

**2:00 PM
MARCH 7, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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. Per the Geotechnical Evaluation soils report section 11.4.1, the pool shall be supported by existing parallic deposits without over-excavation and recompacting. Per 11.4.1, recommendations of over-excavation and recompacting are only in the event of subsequent evaluation and are per section 10.1.4, which we have not been able to locate per the report. Please advise.

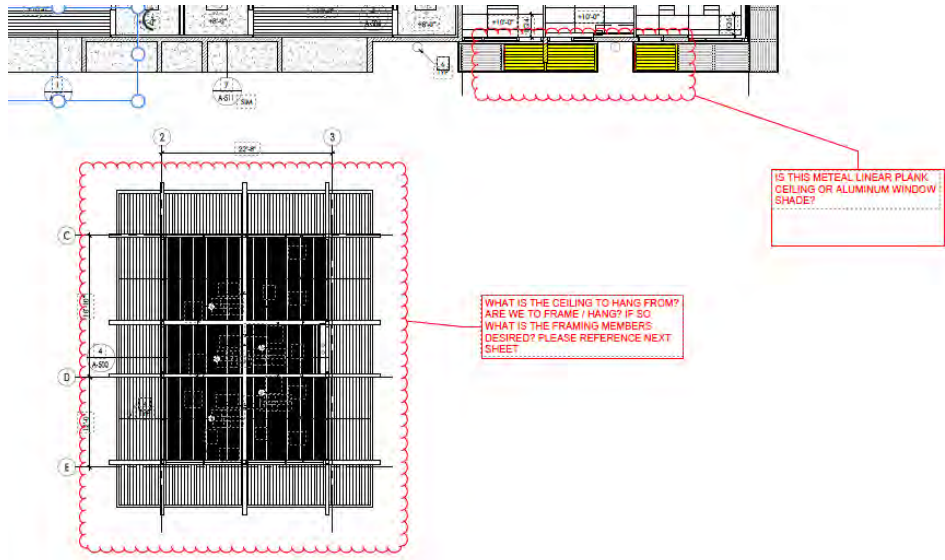
A1. The recommendations presented in Section 11.1.4 of this report apply to both buildings and pool. The limits of excavation of the pool is the area of the pool and extending a horizontal distance of 5 feet beyond the footprint of the pool. The vertical excavation should extend to the depth of the pool floor, assuming competent formational materials are encountered. In the event the excavation exposes existing fills, expansive clays, or a cut/fill transition at the pool subgrade elevation, we recommend that the swimming pool excavation be deepened in accordance with the over excavation recommendations presented in Section 11.1.4.

Q2. 202 keynote E2. Please confirm if SDGE has assigned a 'Project Planner' for this project and, if so, has the project and design loads been submitted to SDGE? If so, please confirm if SDGE has completed either the (1) preliminary design or (2) final design packages for relocation of the existing SDGE transformer shown per Keynote E2 on 202

A2. The project and design loads have been submitted to SDG&E. The SDG&E Project Planner is Vanessa Castorena, email: Vcastorena@sdge.com. SDG&E is in the process of completing their preliminary design.

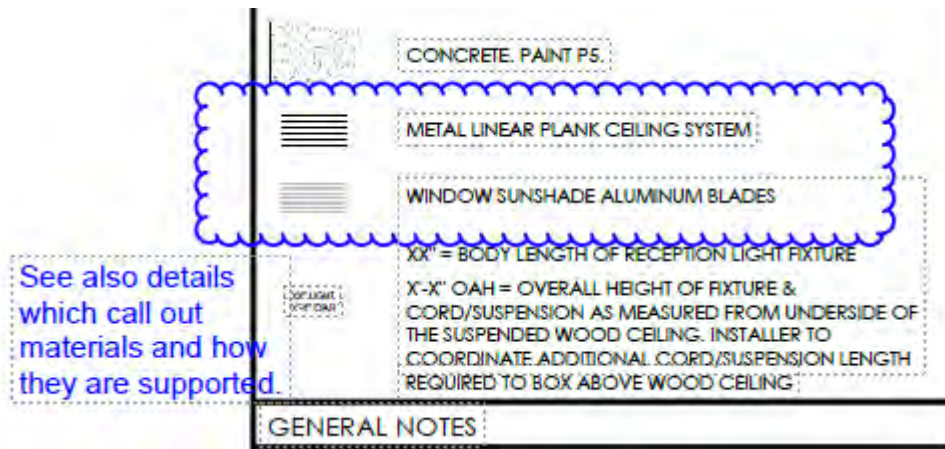
Q3. Reference Drawings 1A103, A500 & A501.

- a. What is the ceiling to hang from? Are we to frame/hang? If so, what is the framing members desired?
- b. Confirm if the items highlighted are metal liner plank ceiling or aluminum window.



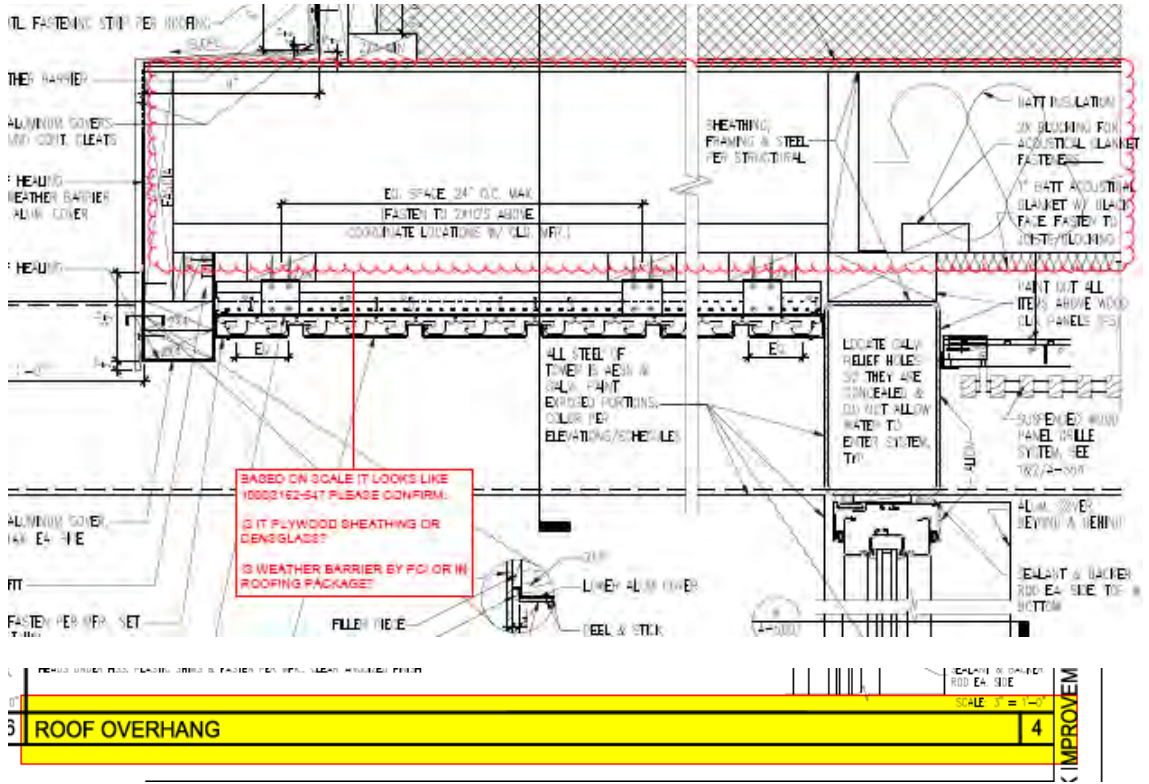
A3.

- a. The structural framing shown in architectural and structural drawings, which is mostly LVLs and 2Xs per the Drawings.
- b. We believe the information provided in sheet 1A103 and detail 4 sheet A500 is clear regarding what is linear metal plank ceiling and what is storefront.



Q4. Reference detail 4/A-500.

- a. Base on scale it looks like 100S162-54? please confirm
- b. Confirm if the detail is plywood sheathing or denglass?



A4.

- a. If you are referring to entry structure, See sheet S103. Metal plank system laps and does not have secondary waterproofing. See manufacturer's installation instructions.
- b. See structural Drawings for roof deck. See specifications if referring to roofing cover board.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: February 21, 2024
San Diego, California

RA/MA/rs/na

Bid Results

Bidder Details

Vendor Name PCL Construction Services, Inc.
Address 4350 Executive Drive, Suite 270 Suite 100
San Diego, California 92121
United States
Respondee Adrian Ayala
Respondee Title Senior Estimator
Phone 858-229-7983
Email gaayala@pcl.com
Vendor Type CADIR
License # 474555
CADIR 1000001460

Bid Detail

Bid Format Electronic
Submitted 03/14/2024 12:36 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 367136

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractor's Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment and Suspension Certification for Prime Contractor.pdf	Debarment and Suspension Certification for Prime Contractor.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Debarment and Suspension Certification for Subcontractors.pdf	Debarment and Suspension Certification for Subcontractors.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Subcontractor Listing for Alternates Items.pdf	Subcontractor Listing for Alternates Items.pdf	SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 21 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Abdellatif Enterprises Inc. 26072 MERIT CIRCLE, SUITE 103 LAGUNA HILLS, California 92653	ROUGH CARPENTRY	662128	1000001544	\$464,000.00	
Arce Custom Cabinets, Inc. 655 Front Street Unit B El Cajon, California 92020	Casework	930618	1000005414	\$103,877.00	CADIR, FEM, LAT, MBE, ELBE, Local
Best Contracting Services, Inc. 19027 S. Hamilton Avenue Gardena, California 90248	FLASHING & SHEET METAL	456263	1000000563	\$595,428.00	MALE, CADIR
Cacy Electric 1269 Greenfield Drive El Cajon, California 92021	ELECTRICAL	780158	1000001728	\$2,180,425.00	PQUAL, Local
Chambers Inc. dba Roof Constructic 1563 Sterling Court Escondido, California 92029	Roofing	647203	1000001961	\$228,650.00	CAU, MALE, CADIR, Local
Chapman Air Systems, Inc. dba WR I 1927 Avenida Plaza Real Oceanside, California 92056	HVAC	890971	1000004711	\$776,000.00	WBE, Local
EC Constructors Inc. 9834 River Street Lakeside, California 92040	Site Concrete	585677	1000004249	\$2,619,286.00	WBE, CAU, WOSB, FEM, CADIR, Local
HR Plumbing, Inc 4751 Oceanside Blvd Suite C Oceanside, California 92056	Plumbing	970044	1000002886	\$1,145,000.00	CADIR, MALE, CAU, Local
In-Line Fence & Railing 1307 WALNUT STREET Ramona, California 92065	fence	769516	1000002605	\$700,646.00	Local
JB Dirtworks 10159 Buena Vista Ave Santee, California 92071	DEMO & GRADING	1044972	1000436828	\$1,265,048.00	CADIR, MALE, NAT, Local
Magnum Drywall Inc 2030 Fortune Dr Ste. 200 San Jose, California 95131	Paint	614200	1000006229	\$360,400.00	
Makelele Systems Landscape & Mai 420 N Twin Oaks Valley Road #2044 Makelele Systems San Marcos, California 92079	LANDSCAPING	987557	1000028415	\$1,201,505.00	MBE, CADIR, MALE, LAT, SLBE, Local
Mission Pools of Escondido 755 W. Grand Avenue Escondido, California 92025	POOLS	326760	1000003576	\$4,398,915.00	PQUAL, Local
Pacific Southwest Structures, Inc. 7845 Lemon Grove Way Lemon Grove, California 91945	Structural Concrete	427349	1000004388	\$737,726.00	Local
Pro Spectra Contract Flooring 865 W. Irving Park Rd. Itasca, Illinois 60143	TILE	740392	1000002810	\$194,425.00	

Queen City Glass Co. 30858 WEALTH STREET MURRIETA, California 92563	GLASS & GLAZING	289252	1000001153	\$248,365.00	
SealRight Paving, Inc. 9053 Olive Dr. Spring Valley, California 91977	ASPHALT PAVING & STRIPING	364113	1000039542	\$189,143.00	MBE, CADIR, DBE, MALE, LAT, PQUAL, SLBE, Local
TOWNE DRYWALL INC. 1950 Cordell Ct #106 El Cajon, California 92020	Metal Frame/Drywall	1020340	1000045744	\$334,672.00	Local
Vet Builders Inc 19170 Paradise Mountain Rd Valley Center, California 92082	SITE UTILITIES	1066047	PW-LR-1000636145	\$3,731,000.00	DVBE, CADIR, MALE, SDVSB, SLBE, Local
Westeel Builders 287 Vernon Wy El Cajon, California 92020	Structural Steel	1019539	1000647526	\$294,200.00	Local
Williams & Sons Masonry Inc 13780 Highway 8 Business El Cajon, California 92021	Masonry	480899	1000001088	\$692,536.00	Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$34,140,292.00		
Main Bid									
1	524126		Bonds (Payment and Performance)	LS	1	\$163,000.00	\$163,000.00	Yes	
2	236220		Permits (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
3	237990		Specialty Inspection Paid for by the Contractor (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
4	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$4,280.00	\$4,280.00	Yes	
5	541690		Paleontological Monitoring Program	LS	1	\$25,650.00	\$25,650.00	Yes	
6	541690		Paleontological Mitigation and Excavation (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
7	238310		Noise Monitoring	LS	1	\$20,000.00	\$20,000.00	Yes	
8	238990		Construction of Mira Mesa Community Park Phase II Improvements per Plans Numbered 42010-001-D through 42010-524-D	LS	1	\$30,510,494.00	\$30,510,494.00	Yes	
9	237990		Public Art Installation	LS	1	\$405,771.00	\$405,771.00	Yes	
10	238210		PSA System and CCTV System	LS	1	\$120,000.00	\$120,000.00	Yes	
11	541380		Geotech Monitoring	LS	1	\$131,775.00	\$131,775.00	Yes	
12	238990		Mobilization	LS	1	\$703,696.00	\$703,696.00	Yes	
13			Field Orders (EOC Type II)	AL	1	\$1,782,031.00	\$1,782,031.00	Yes	
14	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
15	541330		Biological Monitoring and Reporting.	LS	1	\$5,000.00	\$5,000.00	Yes	
16	541330		SWPPP Development	LS	1	\$2,000.00	\$2,000.00	Yes	
17	237310		SWPPP Implementation	LS	1	\$44,400.00	\$44,400.00	Yes	
18	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	
19	562910		Handling and Disposal of Asbestos and Lead Materials	LS	1	\$32,125.00	\$32,125.00	Yes	
20	238990		Field Office Class D	LS	1	\$17,070.00	\$17,070.00	Yes	
							\$1,237,451.00		
Additive Alternate 1									
21	238350		Alternate 1 - Existing Recreation Center Remodel	LS	1	\$923,000.00	\$923,000.00	Yes	
22	238110		Alternate 1 - Existing Recreation Center Under Slab Leak Identification and Repair (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
23	238310		Alternate 1 - Existing Recreation Center Ceiling Tiles Repair and Painting (EOC Type I)	AL	1	\$60,000.00	\$60,000.00	Yes	
24	238170		Alternate 1 - Existing Recreation Center Exterior Rotting Beams and Fascia Board Repair/Replacement (EOC Type I)	AL	1	\$75,000.00	\$75,000.00	Yes	
25	524126		Bonds (Payment and Performance)	LS	1	\$4,500.00	\$4,500.00	Yes	
26	238350		Mobilization	LS	1	\$58,000.00	\$58,000.00	Yes	
27			Field Orders (EOC Type II)	AL	1	\$86,951.00	\$86,951.00	Yes	
							\$1,902,098.00		
Additive Alternate 2									
28	238990		Alternate 2 - Playground Improvements	LS	1	\$1,693,437.00	\$1,693,437.00	Yes	
29	524126		Bonds (Payment and Performance)	LS	1	\$8,250.00	\$8,250.00	Yes	
30	238990		Mobilization	LS	1	\$48,000.00	\$48,000.00	Yes	
31			Field Orders (EOC Type II)	AL	1	\$152,411.00	\$152,411.00	Yes	
							\$2,312,174.00		
Additive Alternate 3									
32	238210		Alternate 3 - Softball Complex Improvements	LS	1	\$2,041,584.00	\$2,041,584.00	Yes	
33	524126		Bonds (Payment and Performance)	LS	1	\$9,600.00	\$9,600.00	Yes	
34	238210		Mobilization	LS	1	\$30,000.00	\$30,000.00	Yes	
35			Field Orders (EOC Type II)	AL	1	\$230,990.00	\$230,990.00	Yes	
							\$3,716,112.00		
Additive Alternate 4									
36	237990		Alternate 4 - All Wheels Plaza	LS	1	\$3,398,094.00	\$3,398,094.00	Yes	
37	524126		Bonds (Payment and Performance)	LS	1	\$16,260.00	\$16,260.00	Yes	
38	237990		Mobilization	LS	1	\$90,000.00	\$90,000.00	Yes	
39			Field Orders (EOC Type II)	AL	1	\$211,758.00	\$211,758.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$34,140,292.00
Additive Alternate 1	\$1,237,451.00
Additive Alternate 2	\$1,902,098.00
Additive Alternate 3	\$2,312,174.00
Additive Alternate 4	\$3,716,112.00
Grand Total	\$43,308,127.00