City of San Diego

CONTRACTOR'S	S NAME:
ADDRESS:	
TELEPHONE NO	.: FAX NO.:
CITY CONTACT:	CLEMENTINA GIORDANO - Contract Specialist, Email: cgiordano@sandiego.gov
	Ph. No. (619) 533-3481 - Fax No. (619) 533-3633
	J DIAB / NB / LS

CONTRACT DOCUMENTS



FOR

BEACH ACCESS STAIRWAYS - PESCADERO AVENUE AND DIAMOND STREET

VOLUME 1 OF 2

BID NO.:	L-13-5752-DBB-1
SAP NO. (WBS/IO/CC):	B-12106
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	2
PROJECT TYPE:	GF

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: ELBE FIRMS ONLY.

BID DUE DATE:

1:30 PM
JULY 24, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

6/4/13 Date

Seal

TABLE OF CONTENTS

1.	NC	OTICE	E INVITING BIDS	4
2.	CC)NTR	ACT FORMS AGREEMENT	17
3.	CC	ONTR	ACT/AGREEMENTS ATTACHMENTS:	20
	1.	Perfo	ormance Bond and Labor and Materialmen's Bond	21
	2.	Drug	g-Free Workplace	23
	3.	Ame	erican with Disabilities Act (ADA) Compliance Certification	24
	4.	Cont	ractor Standards - Pledge of Compliance Certificate	25
	5.	Affic	davit of Disposal Certificate	26
4.	SU	PPLE	MENTARY SPECIAL PROVISIONS	27
5.	SU	IPPLE	MENTARY SPECIAL PROVISIONS - APPENDICES:	36
		A.	Mitigated Negative Declaration	37
		B.	Fire Hydrant Meter Program	49
		C.	Coastal Development and Site Development Permits	64
		D.	Sample City Invoice	74
		E.	Adjacent Projects	76

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: http://www.sandiego.gov.
- 2. RECEIPT AND OPENING OF BIDS: Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on Beach Access Stairways- Pescadero Avenue and Diamond Street (Project).
- **3. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The project consists of two separate locations: **Diamond Street** (Base Bid)- Remove and replace area drains, remove concrete chunks, repair and replace exposed utilities, stabilize and fill voids, relocate existing accessible parking stall and construct a new ramp. **Pescadero Avenue** (Additive Alternate A) – Rehab lower stairs, construct stem walls on both sides of the lower stairs and a new handrail on the seaward side of the upper set of stairs.

- **3.1.** The Work shall be performed in accordance with:
 - **3.1.1.** This Notice Inviting Bids and Plans numbered **35588-1-D** through **35588-10**, inclusive.

4. EQUAL OPPORTUNITY

- **4.1.** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:
 - D. CITY'S EQUAL OPPORTUNITY COMMITMENT.
 - 1. Nondiscrimination in Contracting Ordinance.
 - 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 - 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 - 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 - 8. The Contractor disseminates its EEO Policy to union and community organizations.
 - 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 - 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and

- provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- **5.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **5.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 33.4%.

6. PRE-BID MEETING:

6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre- qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on JULY 3, 2013.

- **6.2.** All potential bidders are encouraged to attend.
- 6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

7.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

https://pro.prismcompliance.com/default.aspx.

- **7.2.** 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.
- 8. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$195,400.00.
- **9. LOCATION OF WORK:** The location of the Work is as follows:
 - **Base Bid** Diamond Street and Ocean Boulevard at Pacific Ocean.
 - Additive Alternate A Terminus of Pescadero Avenue at Pacific Ocean.
- 10. CONTRACT TIME: The Contract Time for completion of the Work shall be 40 Working Days for base Bid alone. If Additive Alternate A is awarded, 20 Working Days will be added to the Contract time.
- 11. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 11.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C-8

- **11.2.** The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.
- **12. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

13. WAGE RATES: Prevailing wages are not applicable to this contract.

14. INSURANCE REQUIREMENTS:

- **14.1.** 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.
- **14.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

15. PREQUALIFICATION OF CONTRACTORS:

15.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- **15.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **16. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawing Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

	Edition	Document Number		
NOTE:	*Available online under Engineering http://www.sandiego.gov/publicworks/ed			at:

- 17. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 18. 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.
- **19. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **20. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

21. AWARD PROCESS:

- **21.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **21.2.** 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.
- **21.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 22. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.

23. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

24. QUESTIONS:

- **24.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **24.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **24.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **24.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **25. ELIGIBLE BIDDERS:** 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.
- **26. 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 with the Notice Inviting Bids and Contract forms.
- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - **27.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

- **27.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- **27.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- **27.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

28. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- **28.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- **28.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **28.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **29.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **29.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 29.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 29.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **29.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **29.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **29.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

30. BID RESULTS:

- **30.1.** The Bid opening by the City 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 public announcement will be posted in the City's web page: http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
- **30.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

31. THE CONTRACT:

- **31.1.** 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.
- **31.2.** 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.
- **31.3.** 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.
- 31.4. 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.
- 31.5. 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. 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.
- **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **33.5.** 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.
 - **33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

34. PRE-AWARD ACTIVITIES:

- **34.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive.**
- **34.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

35. ADDITIVE/DEDUCTIVE ALTERNATES:

35.1. The additive 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 decision 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 the Base Bid plus the Additive Alternate.

36. REQUIRED DOCUMENT SCHEDULE:

- **36.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **36.2.** 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	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
9.	WITHIN 10 WORKING DAYS	APPARENT	If the Contractor is a Joint Venture:
	AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	LOW BIDDER	Joint Venture Agreement
			Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Atlas Development</u>, herein called "Contractor" for construction of <u>Beach Access Stairways – Pescadero Avenue and Diamond Street</u>; Bid No. <u>L-13-5752-DBB-1</u>, in the amount of <u>One Hundred Seventy-Nine Thousand Seven Hundred and 00/100 Dollars (\$179,700.00)</u>, which is comprised of the Base Bid plus/minus Additive/Deductive Alternates "A".

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Beach Access Stairways Pescadero Avenue and Diamond Street</u>, on file in the office of the Public Works Department as Document No. **B-12106**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner <u>Beach Access Stairways Pescadero Avenue and Diamond Street</u>, Bid Number L-13-5752-DBB-1, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

IN WITNESS WHEREOF, this Agreement is through its Mayor or designee, or Municipal Code	signed by the City of San Diego, acting by and authorizing such execution.
THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
	Jan I. Goldsmith, City Attorney
By Toug Lewich	By Tell. men
Print Name: Tony Heinrichs, Director, Department of Public W	Print Name: W. W. Merce Vorks Deputy City Attorney
Date: 10/7/13	Date: 10/8/13
CONTRACTOR	
By M Atc.	
Print Name: Mark Atefi	
Title: President	- -
Date: \$\\\ 30/13	
City of San Diego License No.:	
State Contractor's License No.: 858038	

Bond No. 2115707 Premium:\$ 3,360.00

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Atlas Development	a co	orporation	, as	princip	al, and
Great American Insurance Company					
business in the State of California, as Surety, hereby obligate					
assigns, jointly and severally, to The City of San Diego a mu	ınicip	al corpor	ation	in the	sum of
One Hundred Seventy-Nine Thousand Seven Hundred and 00/	100 I)ollars (S	179,7	00.00),	for
the faithful performance of the annexed contract, and in the sum of	f	One 1	lund	red S	eventy-
Nine Thousand Seven Hundred and 00/100 Dollars (\$179,700.0	10).	for the	bene	fit of	laborers
and materialmen designated below.					

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Beach Access Stairways</u> — <u>Pescadero Avenue and Diamond Street</u>, Bid Number <u>L-13-5752-DBB-1</u>, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should	d suit be brought to enforce the provisions of this
oond.	
Dated August 6, 2013	Mark Date of the Assault And State Office of the State Office of t
Approved as to Form and Legality	Atlas Development Corporation Principal By Atafi Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney By Deputy City Attorney	Great American Insurance Company Surety By Taka Bacon, Attorney-in-fact
Approved:	750 The City Drive South, Suite 470 Local Address of Surety
By Tong Henrich	Orange, CA 92868
Tony Heinrich, Director, Department of Public Wor	Rob Fix (714) 740-3117 Local Telephone No. of Surety Premium \$ 3,360.00 Bond No. 2115707

ACKNOWLEDGMENT

State of California County of San Diego

On <u>August 6, 2013</u> before me, <u>Maria Hallmark, Notary Public</u>, personally appeared <u>Tara Bacon</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon

behalf of which the person 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

MARIA HALLMARK
Commission # 1986082
Notary Public - California
San Diego County
My Comm. Expires Aug 22, 2016

(Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

KYLE KING

Address ALL OF Limit of Power ALL

DALE G. HARSHAW GEOFFREY SHELTON

SAN DIEGO.

\$75,000,000.00

JOHN R. QUALIN

TARA BACON

CALIFORNIA

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this APRIL

22ND

day of

2013

GREAT AMERICAN INSURANCE COMPANY



Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 22ND day of APRIL , 2013 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Karen L. Grosheim **NOTARY PUBLIC. STATE OF OHIO** MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

August

2013



Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE:	Beach Access Stairways - Pescadero Avenue and Diamond Street
regarding Drug-Free V	n familiar with the requirements of San Diego City Council Policy No. 100-17 Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free ect specifications, and that;
	Atlas Development
	(Name under which business is conducted)
subcontract agreement	workplace program that complies with said policy. I further certify that each for this project contains language which indicates the subcontractor's the provisions of subdivisions a) through c) of the policy as outlined.
	Signed
	Printed Name Mark Atefi
	Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

AFFIDAVIT OF DISPOSAL

WHEREAS, on the DAY OF,, the undersigned
entered into and executed a contract with the City of San Diego, a municipal corporation, for:
Beach Access Stairways - Pescadero Avenue and Diamond Street (Name of Project)
as particularly described in said contract and identified as Bid No. <u>L-13-5752-DBB-1</u> SAP No. (WBS/IO/CC) <u>B-12106</u> and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project nave 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 alsurplus 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,
Contractor
ATTEST:
State of County of
On this DAY OF, 2, before the undersigned, a Notary Public in and fo 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

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012) Beach Access Stairways - Pescadero Avenue and Diamond Street **27** | Page

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplements, ADD the following:

The Normal Working Hours are 8:00 AM to 4:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

2-7 SUBSURFACE DATA. ADD the following:

- 1. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - Limited Geotechnical Investigation dated November 14, 2008 by Terra Costa Consulting Group, Inc.
- 2. The report listed above is available for review by contacting the City Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/Geotech%20Report%2011-14-2008/

SSP (Rev. July 2012) 28 | Page

2-9.2 Survey Service.

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

2-14.3 Coordination. To the City Supplements, ADD the following:

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Pescadero Avenue. See Contract Appendix for approximate location. Coordinate the Work with the adjacent project as listed below:

Water Group 914

Project Manager: Michael Ninh, Phone Number (619) 533-7443

SECTION 4 - CONTROL OF MATERIALS

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than 15 Working Days after the determination of the Apparent Low Bidder and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplements, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Diamond Street from Memorial Day to Labor Day (inclusive).
- b) Pescadero Avenue from Memorial Day to Labor Day (inclusive).

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the

SSP (Rev. July 2012) 29 | Page

- 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 must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

SSP (Rev. July 2012) 30 | Page

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must 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 must be outside the limits of the policy.
- **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

SSP (Rev. July 2012) 31 | Page

- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

- **Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

SSP (Rev. July 2012) 32 | Page

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

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

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

Workers' Compensation	Statutory Employers Liability
_	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

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

7-4.1.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters.

In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the Contractor must provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the Contractor's work in, over, or alongside navigable waters.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplements, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- 1. Coastal Development Permit
- 2. Site Development Permit

SSP (Rev. July 2012) 33 | Page

- **7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplements, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 705 – WATER DISCHARGES

- **Community Health and Safety Plan.** To the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:
- **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."
- **705-2.6.1 General.** Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Mitigated Negative Declaration** for **Beach Access Stairways**, DEP No. 200405, as referenced in the Contract Appendix. However, no mitigation is required for Pescadero Avenue and Diamond Street Stairways.

SSP (Rev. July 2012) 34 | Page

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012) 35 | Page

SUPPLEMENTARY SPECIAL PROVISIONS **APPENDICES**

SSP Appendices Beach Access Stairways - Pescadero Avenue and Diamond Street **36** | Page

APPENDIX A

MITIGATED NEGATIVE DECLARATION



MITIGATED NEGATIVE DECLARATION

Project No. 200405 SCH# N/A

SUBJECT: <u>Beach Access Stairways</u>: SITE DEVELOPMENT PERMIT (SDP) and COASTAL DEVELOPMENT PERMIT (CDP) to allow for the repair, maintenance, and replacement of six beach access stairways within the Pacific Beach, Ocean Beach and La Jolla Community Plans. Applicant: City of San Diego, Engineering and Capital Projects Department, Right-of-Way Design Division.

<u>Capri by the Sea-</u> The project involves the replacement of railings and repair and replacement of deteriorated portions of the stairway/walkway. Portions of the walkway that have become cracked or undermined by erosion would be saw-cut and replaced with new concrete. Two areas where voids are forming underneath the walkway would be filled and handrails would be replaced. The project would be located on a City owned stairway between the ends of Chalcedony Street and Missouri Street within the Pacific Beach Community Plan.

<u>Diamond Street</u>- The project involves repairing a broken storm drain pipe and stabilizing the supports for the stairway. The platform at the top of the staircase would be reinforced with new supports. Voids forming around the existing piers would be filled and the broken storm drain pipes underneath the stairway would be repaired. The project would be located at a City owned staircase at the end of Diamond Street within the Pacific Beach Community Plan.

Old Salt Pool- The project involves repairing the cracked stair surface and supporting masonry walls. The existing stair surface would be removed and resurfaced with concrete. Railings would be replaced and a new stem wall would be built to protect the stairs and railings. The project would be located on a City owned stairway at the end of the Narragansett Street stairway within the Ocean Beach Community Plan.

Orchard Avenue- The project involves replacement of broken concrete sections of the walkway at the bottom of the beach access stairs and walkway A section of the walkway that has cracked and separated would be removed and replaced with new concrete. New rip-rap would be placed in front of this section of walkway to protect it from wave action. Voids forming underneath the walkway in two locations would be filled with shot-crete. The project would be located on a City owned walkway below Orchard Street in the Ocean Beach Community Plan.

<u>Pescadero Avenue</u>- The project consists of the repair/replacement of an existing stairway and the replacement of railings that have broken away from the stairs. The badly cracked lower section of the stairway would be removed and new concrete stairs would be keyed into the existing stairway footings. Existing corroded and broken away sections of handrail would be replaced with new stainless steel handrails and a new stem wall would be tied into the stairway concrete to protect the walkway and railings. The project would be located on a City owned stairway below 4875 Pescadero Avenue within the Ocean Beach Community Plan.

<u>South Casa de Mañana</u>- The project would repair and replace the stairway and railings at a public beach access stairway. The lower portion of the stairway has separated from the upper section and would be removed and replaced with new concrete stairs. Railings that have corroded or broken off of the stairway would be replaced with new stainless steel pipe railing. Voids forming underneath the stairs would be filled with erodible concrete. In addition, repairs would be made to a broken section of concrete drainage swale that runs along the stairway. The project would be located at a City owned stairway in the south portion of a parking lot at the Casa de Mañana Lifeguard Station within the La Jolla Community Plan.

Revised 11/29/2010:

Minor revisions have been made to the draft Mitigated Negative Declaration (MND). Added language would appear in a strikeout and underlined format. A clarification was made in section III that only the South Casa de Mañana and the Old Salt Pool project areas would require Paleontological monitoring. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification 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 identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact.

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

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): PALEONTOLOGICAL RESOURCES. The project proposal requires the implementation of specific mitigation identified in Section V of this 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. Paleontological monitoring would only be required at the South Casa de Mañana and the Old Salt Pool project areas.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS - PART I

Plan Check Phase (prior to permit issuance)

- 1. Prior to the issuance Bid Opening/Bid Award 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 have been incorporated.
- 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.

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:

Paleontologist.

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at 858-627-3360
- 2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) 200405, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, 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 that any other agency requirements or permits have been obtained or are in process 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 for this project.
- 4. MONITORING EXHIBITS: All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the LIMIT OF WORK, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS: The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

Issue Area	Document submittal	Associated Inspection/Approvals/Note
General	Consultant Qualification Letters	Prior to Pre-construction

meeting

General Consultant Const. Monitoring

Prior to or at the Pre-Construction

meeting

Paleontology Paleontology Reports

Paleontology observation

Final MMRP

Final MMRP Inspection

Paleontological Resources

Paleontological monitoring would be required at the South Casa de Mañana and the Old Salt Pond Pool project areas.

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.
- 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 as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at the locations.
 - 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 (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

- 1. In the event of a discovery, the 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 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 Weeekend 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.
 - Discoveries
 All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - 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
 - 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 this Mitigated Negative Declaration were distributed to:

United States Government

U.S. Fish and Wildlife Service (23)

State of California

California Department of Fish and Game (32A)

City of San Diego

Council Members Faulconer District 2 and Lightner District 1

City Attorney

Shannon Thomas (MS 93C)

Engineering and Capital Projects

Darren Genova (MS 908A)

Joseph Diab (MS 908A)

Development Services Department

Helene Deisher (MS 501)

Myra Herrmann (MS 501)

Gary Geiler (MS 501)

Library Dept.-Gov. Documents MS 17 (81, 81L, 81V and 81X)

Other

Pacific Beach Town Council (374)

Pacific Beach Planning Group (375)

Ocean Beach Planning Board (367)

Ocean Beach Town Council (367a)

San Diego Natural History Museum (166)

La Jolla Shores Association (272)

La Jolla Town Council (273)

La Jolla Community Planning Association (275)

Sierra Club (165A)

San Diego Audubon Society (167)

Jim Pugh (167A)

California Native Plant Society (170)

Endangered Habitat League (182 and 182A)

VII. RESULTS OF PUBLIC REVIEW:

- (x) 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.
- () 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 Entitlements Division for review, or for purchase at the cost of reproduction.

Myra Hermann, Senior Planner

Development Services Department

Hernour

November 2, 2010 Date of Draft Report

Analyst: J. Szymanski

November 29, 2010 Date of Final Report

Attachments:

Project Locations

Figure 1 Capri by the Sea

Figure 2 Diamond Street

Figure 3 Old Salt Pool

Figure 4 Orchard Avenue

Figure 5 Pescadero Avenue

Figure 6 South Casa de Mañana

Initial Study Checklist

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 1OF 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. <u>DEFINITIONS</u>

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	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 2OF 10	
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
4 P	DI 55.27	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	PAGE 3OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	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	PAGE 4OF 10	October 15, 2002
(FORMERLY: CONSTRUCTION METER PROGRAM)		00000113,2002
	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 reinstallation.
- 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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 5OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	×	EFFECTIVE DATE
	PAGE 6OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
1	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 70F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 8OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER DI 55 27	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 9OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 100F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

	For Fire	(EXHIBIT A)	For Office Use Only
City of San Diego Application Hydrant Me	tor		Date and the latest a
Department METER SHOT	icel	M M	
	619 527 7		Date: Requested Install Date:
Cominito Cholos • Son Diego, Colifornia 92105-5097 . FA leter Information		5125	
ire Hydrant Location: (Attach detailed m	ap, Thomas Bro	s. map location or co	nstruction drawing.)
	9 ×		
pecific Use of Water:			
ny return to Sewer or Storm Drain, if so,	explain:	- K	
		in the second	* ^ -
stimated Duration of Meter Use:	7		Check Box if Reclaimed Water
Company Information			Oncor Box ii Tredizinied Water
Company Name:			
Mailing Address			
	State:	Tin Codos	(Phone: ()
City:	State:	Zip Code:	
Business License #:		*Contractor Lice	
A copy of the Contractor's License and/or Bus	iness License is re	quired at the time of me	
Name and Title of Agent:			Phone: ()
Site Contact Name and Title:	asiri, Lifes.		Phone: ()
Pager#:	1 - 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	to the state of the state of	un Cell:(京京) 一点新建筑和方法设置
	-		
			Title:
Responsible Party Name: Social Security or Cal ID #:			the control of the control of the second con
Responsible Party Name:			Title: Phone: ()
Responsible Party Name: Social Security or Cal ID #: Signature:			Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #:	of this meter, Insures t	hat employees of this organiza	Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use			Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use	emoval l	Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal	emoval l	Request	Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal	emoval l	Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different	emoval l	Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal	emoval l	Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different	emoval l	Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. ed Removal Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature:	Pemoval I of Above Meter at from above:	Request Request Title: Pager: ()	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: ()	emoval lof Above Meter at from above:	Request Request	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. ed Removal Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature:	emoval lof Above Meter at from above:	Request Request Title: Pager: ()	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. Phone: () Date: ation understand the proper use of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: ()	emoval lof Above Meter at from above:	Request Request Title: Pager: ()	Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: () City Meter Private Meter CIS Account #:	emoval lof Above Meter at from above:	Request Request Request Pager: () Office Use Only Deposit Amount: \$	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. ed Removal Date: Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: () Private Meter	emoval lof Above Meter at from above:	Request Request Request Pager: () Office Use Only Deposit Amount: \$	Title: Phone: () Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: () City Meter Private Meter CIS Account #: Meter Serial #:	emoval lof Above Meter at from above:	Request Frequest Frequest Frequest Frequest Frequest Frequest Pager: () Office Use Only Deposit Amount: \$\frac{1}{2} Meter Size:	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. Phone: Date: Date: Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if different Signature: Phone: () City Meter Private Meter CIS Account #:	emoval lof Above Meter at from above:	Request Request Request Pager: () Office Use Only Deposit Amount: \$	Title: Phone: () Date: ation understand the proper use of Fire Hydrant Meter. Phone: Date: Date: Date:

\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

Date	
- 	
Name of Responsible Party	
Company Name and address Account Number:	
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 authorized)	
additional 90 days must be submitted in writing for consideration	
you require an extension, please refer to the Water Department further information and procedure.	ts', Department Instruction (D.I.) 55.27 for
turtues information and procedure.	·
Mail your request for an extension to:	
City of San Diego, Water Department	
Attn: Meter Services 2797 Caminito Chollas	
San Diego, Ca. 92105-5097	
5mi 210g0, 5m. 72100 507.	
Should you have any questions regarding this matter, please ca	all the Fire Hydrant "Hot Line" at: (xxx) xxx-
xxxx.	
Sincerely,	
City of San Diego Water Department	

- CO TO THE PROPERTY OF THE PARTY OF THE PAR	drant Meter	(EXHIBIT D)	NS Req:	Office Use Only FHM Fac #:
Department Relocate	e/Removal R	lequest	Date	Ву
Date:	to (xxx) xx		nd-deliver to the City	FAX both form and map y of San Diego, Water las
Meter Information			San Diego, CA	
Billing Account #:		Requested Mov	re Date:	-
Current Fire Hydrant Meter Location	î:			
New Meter Location: (Attach a deta	iled map, Thomas Bros	map location or cor	nstruction drawing.,	·
Company Information				
Company Name:				
Mailing Address				
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor:			Phone: ()	
Site Contact Name and Title		1 1 2 2 4 4 1 2 2 1 2 4	Phone: ()	349
Pager #:			Cell : ()	
Responsible Party Name authorizing	g relocation fee:	(C. Monte Control of the Section of Control		•
Signature:	Title:		Date:	
Fire Hydrant Meter	· Removal R	equest		

For Office Use Only				
CIS Account #:	Fees Amount: \$			
Meter Serial #:	Size:	Make/Style		
Backflow #:	Size:	Make/Style		
Name:	Signature:	Date:		

Title:

Pager: (

FHM Relocate_Removal Form

Signature:

Phone: (

FHM App Created: 11/2/00-htp

Date:

APPENDIX C

COASTAL DEVELOPMENT AND SITE DEVELOPMENT PERMITS

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501
Delete one of the above.

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON FEB 11, 2011
DOCUMENT NUMBER 2011-0082518
Emest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:44 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: WBS No. B-00646.02.06

COASTAL DEVELOPMENT PERMIT NO. 798114 SITE DEVELOPMENT PERMIT NO. 715823 BEACH ACCESS STAIRWAY PROJECT NO. – 200405 (PISCADERO AVENUE LOWER STAIRWAY) HEARING OFFICER

This Coastal Development Permit No. 798111 and Site Development Permit No. 715825 is granted by the Hearing Officer of the City of San Diego to the City of San Diego, Owner, and, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0708 and 126.0504. The site is located in the RM-2-4 Zone of the Ocean Beach Community Plan area. The project site is legally described as: City owned public beach accessway located at the terminus of Pescadero Avenue at the Pacific Ocean

Subject to the terms and conditions set forth in this Permit, permission is granted to the City of San Diego Owner and Permittee for repairs and replacement of an existing stairway and the replacement of railings that have broken away from the stairs as described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated December 15, 2010, on file in the Development Services Department.

The project shall include:

- a. Repair and replace sections of the existing beach access stairs;
- b. Repair and replace corroded or broken railings and;
- c. Improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC

ORIGINAL.

STANDARD REQUIREMENTS:

- 1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
- 2. This Coastal Development Permit shall become effective on the eleventh working day following receipt by the California Coastal Commission of the Notice of Final Action, or following all appeals.
- 3. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
- 4. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
- 5. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
- 6. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
- 7. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
- 8. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.



- 9. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
- 10. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void. challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

- 12. Mitigated Negative Declaration No. 200405 was prepared however no mitigation is required for this location of the project.
- 13. The Owner/Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration No. 200405, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer:

ORIGINAL

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on December 15, 2010 and Resolution No. H-6387.



Coastal Development Permit No. 798114 Site Development Permit No. 715823 Project No. 200405 Date of Approval: December 15, 2010

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES **DEPARTMENT**

Helene Deisher

Development Project Manager

NOTE: Notary acknowledgment must be attached per Civil Code section 1189 et seq.

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

> City of San Diego Owner/Permittee

NAME TITLE PISSOCIATE Engineer Civil

NOTE: Notary acknowledgments must be attached per Civil Code section 1189 et seq.



THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON FEB 11, 2011
DOCUMENT NUMBER 2011-0082515
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:37 AM

RECORDING REQUESTED BY

CITY OF SAN DIEGO DEVELOPMENT SERVICES PERMIT INTAKE, MAIL STATION 501

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501
Delete one of the above.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: WBS No. B-00646.02.06

COASTAL DEVELOPMENT PERMIT NO. 798110 SITE DEVELOPMENT PERMIT NO. 715824 BEACH ACCESS STAIRWAY PROJECT NO. – 200405 (DIAMOND STREET STAIRWAY) HEARING OFFICER

This Coastal Development Permit No. 798110 and Site Development Permit No. 715824 is granted by the Hearing Officer of the City of San Diego to the City of San Diego, Owner, and, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0708 and 126.0504. The site is located in the CV-1-2 Zone of the Pacific Beach Community Plan area.

Subject to the terms and conditions set forth in this Permit, permission is granted to the City of San Diego Owner and Permittee to repair and replace portions of the City owned public beach accessway including repairing a broken storm drain pipe and stabilizing the supports for the stairway. Voids created under the stairway from erosion will be filled with concrete to protect the structure as described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated December 15, 2010, on file in the Development Services Department.

The project shall include:

- a. Repair and replace sections of the existing beach access including the repair of a broken storm drain pipe, stabilizing the supports and filling voids as necessary;
- b. Repair and replace corroded or broken railings and;
- c. Improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC



Page 1 of 5

STANDARD REQUIREMENTS:

- 1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
- 2. This Coastal Development Permit shall become effective on the eleventh working day following receipt by the California Coastal Commission of the Notice of Final Action, or following all appeals.
- 3. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
- 4. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
- 5. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
- 6. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
- 7. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
- 8. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.



- 9. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
- 10. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to. settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

12. Mitigated Negative Declaration No. 200405 has been prepared for the project however due to the cope of work for this location mitigation is not required.



Coastal Development Permit No. 798110 Site Development Permit No. 715824 Project No. 200405 Date of Approval: December 15, 2010

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES **DEPARTMENT**

Helene Deisher

Development Project Manager

NOTE: Notary acknowledgment must be attached per Civil Code section 1189 et seq.

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

> City of San Diego Owner/Permittee

NAME PASSOCIATE Engineer Civil

NOTE: Notary acknowledgments must be attached per Civil Code section 1189 et seq.





APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123							Contractor's Name:								
Project		,	,			Contractor's Address:									
	o. (WBS/IO/CC)														
	rchase Order No.		Contractor's Phone #: Invoice No.												
_	t Engineer (RE):					Contractor's Fax #: Invoice Date:									
RE Pho		RE Fax#:								Period:					
KE I IIO	nen.	KE Γαλπ.	Contra	ct Authorizati	ion		Estimate	This F	stimate	Totals to Date					
Item #	Item Description	Unit	Qty	Price	Extension	%/QTY		%/QTY		% / QTY	Amount				
1	2 Parallel 4" PVC C900	LF	1,380		\$46,920.00	707 222	imount	707 Q11	111104110	707 Q11	111104111				
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00										
	2 Parallel 12" Secondary Steel	LF	1,120		\$59,360.00										
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00										
5	Demo	LS	1	\$14,000.00	\$14,000.00										
	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00										
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00										
	10" Gravity Sewer	LF	10		\$2,920.00										
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00										
10	Bonds	LS	1	\$16,000.00	\$16,000.00										
11	Field Orders	AL	1	80,000	\$80,000.00										
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00										
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00										
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00										
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00										
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00										
	CHANGE ORDERS														
Change	Order 1	4,890													
Items 1	-4				\$11,250.00										
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)										
Change	Order 2	160,480													
Items 1	-3				\$95,000.00										
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)										
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00										
	Order 3 (Close Out)	-121,500		5 00.00	(0.5 5 500 00)										
	Deduct Bid Item 3	T C	53		(\$26,500.00)										
_	Deduct Bid Item 4	LS	- <u>1</u>	45,000.00 -50,500.00	(\$45,000.00)										
Items 3	- 		1	-30,300.00	(\$50,500.00)			Total							
5	SUMMARY							This	\$ -	Total Billed	\$0.00				
A. Original Contract Amount							Ret	tention an	d/or Escr	ow Payment Sche	dule				
B. Approved Change Order 1 Thru 3										this billing					
C. Total Authorized Amount (A+B)										PO or in Escrow					
D. Total Billed to Date										Transfer in Escrow	•				
E. Less Total Retention (5% of D)										rom PO/Escrow:	•				
							Ann to Ke	icase to Co	muactor II	iom PO/ESCIOW:					
-	Total Previous Payments					Contract	or Signatu	re and Da	to.						
	ment Due Less Retention					Contracto	n əignatu	ie and Da	ie:						
п. кет	naining Authorized Amount														

APPENDIX E

ADJACENT PROJECTS

WATER GROUP 914 WATER MAIN REPLACEMENT

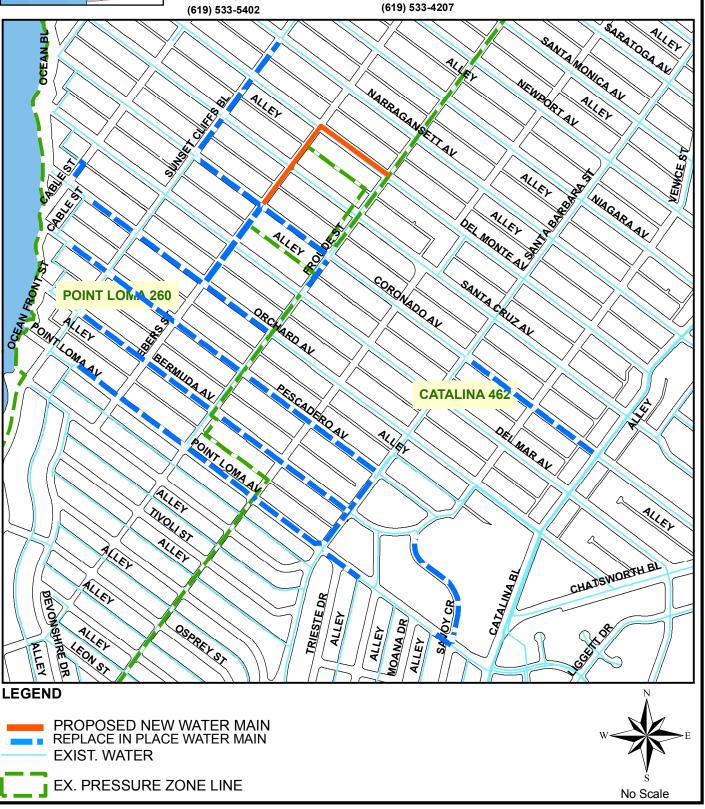
SENIOR ENGINEER WENDY GAMBOA (619) 235-1971

PROJECT ENGINEER **ROBERTO VEJAR-PARRA** (619) 533-5402

PROJECT MANAGER CATHERINE DUNGCA (619) 235-1978

PUBLIC INFORMATION HOTLINE (619) 533-4207





OCEAN BEACH / PENINSULA

COUNCIL DISTRICT: 02

77 | Page

WBS NO.: B-00125 (W)

City of San Diego

CONTRACTOR'S NAME: 4+198 Develor Ment

ADDRESS: 991C Lomas Santa fe Dr. #115 30 land Beach Ca. 92075

TELEPHONE NO.: 619-200-090 & FAX NO.: 858-350-9337

CITY CONTACT: CLEMENTINA GIORDANO-Contract Specialist, Email: cgiordano@sandiego.gov

Ph. No. (619) 533-3481 - Fax No. (619) 533-3633



CONTRACT DOCUMENTS

FOR

BEACH ACCESS STAIRWAYS - PESCADERO AVENUE AND DIAMOND STREET

VOLUME 2 OF 2

BID NO.:	L-13-5752-DBB-1	
SAP NO. (WBS/IO/CC):	B-12106	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	2	·
PROJECT TYPE:	GF	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE GITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: ELBE FIRMS ONLY.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1.	Bid/Proposal	3-6
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	!
3.	Contractors Certification of Pending Actions	8
	Equal Benefits Ordinance Certification of Compliance	
5.	Proposal (Bid)	10
	Form AA35 - List of Subcontractors	
7.	Form AA40 - Named Equipment/Material Supplier List	14
8.	Form AA45 - Subcontractors Additive/Deductive Alternate	15

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	·····	
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		<u> </u>
(4) City and State		Zip Code
(5) Telephone No.	_ Facsimile No	
<u>IF A PARTNERSHIP, SIGN HERE</u> :		
(1) Name under which business is conducted		

(2)	Name of each member of partnership, indicate character of each partner, general or special (limited):
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
,	
(4)	Place of Business (Street & Number)
(5)	City and State Zip Code
(6)	Telephone No Facsimile No
	ORPORATION, SIGN HERE:
	Name under which business is conducted Attas Development
(2)	Signature, with official title of officer authorized to sign for the corporation:
	(Signature)
	mark Atefi
	Mark Atefi (Printed Name) President (Title of Officer)
	(Title of Officer)
•	(Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State of
(4)	Place of Business (Street & Number) 9916 Lomas Santa fe Dr #115
(5)	City and State Solana Beach CA, Zip Code 92075
	Telephone No. $619)200-0902$ Facsimile No. $858-350-9337$

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

license classification $A otin 2$	B
LICENSE NO. 8580 38	EXPIRES 4130/15,
This license classification must also be shown license classification on the bid envelope may carried.	on the front of the bid envelope. Failure to show
TAX IDENTIFICATION NUMBER (TIN): _	
F-Mail Address: Mark. Atof. @ otl	as-care not

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
County of San Diego) ss.
Zohreh Sadatrafiei , being first duly sworn, deposes and
says that he or she is Vice President of 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 o
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidde
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has no
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 cos
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.
Signed: What is a signed of the signed of th
Title: Vice President
Subscribed and sworn to before me this
Subscribed and sworn to before me this
Notary Public
· · · · · · · · · · · · · · · · · · ·
KI HOON CHOI Commission No. 1962199 NOTARY PUBLIC - CALIFORNIA
NOTARY PUBLIC CALIFORNIA GONTAN SAN DIEGO COUNTY Commission Expires DEC 1, 2015 (SEAL)

CONTRACTORS 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.

K	. subject of	rsigned certifies that withi a complaint or pending ac er discriminated against its	ction in a lega	l administi	rative proceeding alleging
	subject of that Bidde A descrip	ersigned certifies that with a complaint or pending active discriminated against its stion of the status or resolution and the applicable date.	ction in a lega employees, s lution of that	l administr ubcontract complaint	rative proceeding alleging cors, vendors or suppliers.
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	Status	RESOLUTION/REMEDIAL ACTION TAKEN
			·		
					•
. •		*			
Contractor	Name: A	Has Developmen	ot		
Certified B	y Mon	rk Atefi Name		Title _	President
	/	n str.	•	Date ***	7,24(1)

USE ADDITIONAL FORMS AS NECESSARY

Signature

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

Anti-v	COMPANY INFORMATION	
Company	Name: After) Development Contact Name: Mark Atefi	
Company	Address: 991 C Lomas Santafe Dr. # 115 Contact Phone: 619-200-0902	
Solo	ina Beach, Ca 92075 Contact Email: mark. atefile at	191-6A
	CONTRACT INFORMATION	net
Contract T	Fitle: Beach Access Stair Ways-Pescadero AVR Start Date:	
Contract N	Number (if no number, state location): L_13 -5752 - DBB 1 End Date:	
	SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS	
provide ar	Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:	
	ractor shall offer equal benefits to employees with spouses and employees with domestic partners.	
car	nefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child e; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.	
	y benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.	
	actor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and an open enrollment periods.	
■ Contr	ractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.	÷
■ Contr	actor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.	
	nis summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at	
www.sana	liego.gov/administration.	
Dloogo ind	CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION icate your firm's compliance status with the EBO. The City may request supporting documentation.	
فست		
X	I affirm compliance with the EBO because my firm (contractor must <u>select one</u> reason):	
	Provides equal benefits to spouses and domestic partners.	
	Provides no benefits to spouses or domestic partners.	
	☐ Has no employees. ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.	
	I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.	
	ful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]	
certify tha	halty of perjury under laws of the State of California, I certify the above information is true and correct. I further that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal or the duration of the contract or pay a cash equivalent if authorized by the City.	
	Cark Ateri / Pres. M. A.	
	Name/Title of Signatory Signature	

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst:

☐ Approved ☐ Not Approved – Reason:

(Rev 02/15/2011

PROPOSAL (BID)

The Bidder agrees to the construction of Beach Access Stairways - Pescadero Avenue and Diamond Street, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description Unit F	Price Extension
BEAC	H ACCESS	STAIR	WAYS - DIA	AMOND S	TREET	
					BASE BID	-
1.	1	LS	2-4.1	524126	Bonds (Payment and Performance)	\$3000.00
2.	1	AL	7-5.3	237310	Building Permits - Type I Allowance	\$2,500.00
3.	1	LS	9-3.1	237310	Construction of Diamond St. Stairway	\$10,000.00
4.	1	AL	9-3.5	237310	Field Orders - Type II Allowance	\$6,500.00
5.	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	\$750,00
6.	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation	\$750,00
					ESTIMATED TOTAL BASE BID FOR DIAMOND ST	TREET \$ 123,500.00
ADDI	TIVE ALTI	ERNAT	E 'A' FOR B	EACH AC	CESS STAIRWAYS - PESCADERO AVENUE	
1.	1	LS	2-4.1	524126	Bonds (Payment and Performance)	\$1000.00
2.	1	AL	7-5.3	237310	Building Permits - Type I Allowance	\$2,500.00
3.	1	LS	9-3.1	237310	Construction of Pescadero Avenue Stairway	\$45,000,00
4.	1	AL	9-3.5	237310	Field Orders - Type II Allowance	\$6,500.00
5.	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	\$600,00

Proposal (BID) (Rev. July 2012)

Item	Quantity	Unit	Payment Reference	NAICS	Description Unit Price		Extension
6.	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation		\$600.00
ESTIMATED TOTAL ADDITIVE ALTERNATE BID 'A' \$56,2						\$56,200.00	
				E	STIMATED TOTAL BASE BID PLUS ADDITIVE A	ALTERNATE BID 'A'	\$179,700,00

TOTAL BID PRICE FOR BID (Diamond Street, Items 1 through 6, plus Additive Alternate "A", Pescadero Avenue, Items 1 through 6, inclusive) amount written in words:

The hundred, Seventy nine thousand Seven hundred.
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum of addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive . The following addenda have been received and are acknowledged in this bid:
The names of all persons interested in the foregoing proposal as principals are as follows:
Mark Atcfi
Mark Atefi Zuhreh Sadatrafiei

BIDDING DOCUMENTS

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.

Bidder: Mark Atefi

Title: President

Business Address: 991 C Lomas Santafe Dr. #115 Solana Beach Ca. 92075

Place of Business: Solana Reach

Place of Residence: Jan Dieta

Signature:

NOTES:

- A. The City shall determine the low Bid based on the Base Bid PLUS Additive Alternate A.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

Proposal (BID) (Rev. July 2012) Beach Access Stairways – Pescadero Avenue and Diamond Street

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2. Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
Name Green field fonce Inc. Address: 4051 Oceans de BIVd. City Oceans de State: CA Zip: 92056 Phone: 760-724-8131	Subcontract	Railing	11,310.00			
Name:						
Name: Address: City: State: Zip: Phone:						

①	As appropriate, Bidder shall identify Subcontractor as	one of the following a	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:

appropriate, Blader market in Subconfigurers is extensed by.				
City of San Diego	CITY	State of California Department of Transportation	CALTRANS	
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC	
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.

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

Beach Access Stairways - Pescadero Avenue and Diamond Street

(Rev. July 2012)

13 | Page

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

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®	WHERE CERTIFIED®
Name:						
Name:			·			
Name: Address: City: State: Zip: Phone:						

O 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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Form Number: AA40

Beach Access Stairways - Pescadero Avenue and Diamond Street

(Rev. July 2012)

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE		ESS AND TELEPHONE NUMBER FSUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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:							
	Zip:	Phone:						
	Name:							
	Address:					-		
	City:	State:						
	Zip:	Phone:						
	Name:							
	Address:							
	City:				-			
	Zip:	Phone:						
	Name:							
	Address:							
	City:	State:						
	Zip:	Phone:						

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CAD ₀ GS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

Form Title: SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES

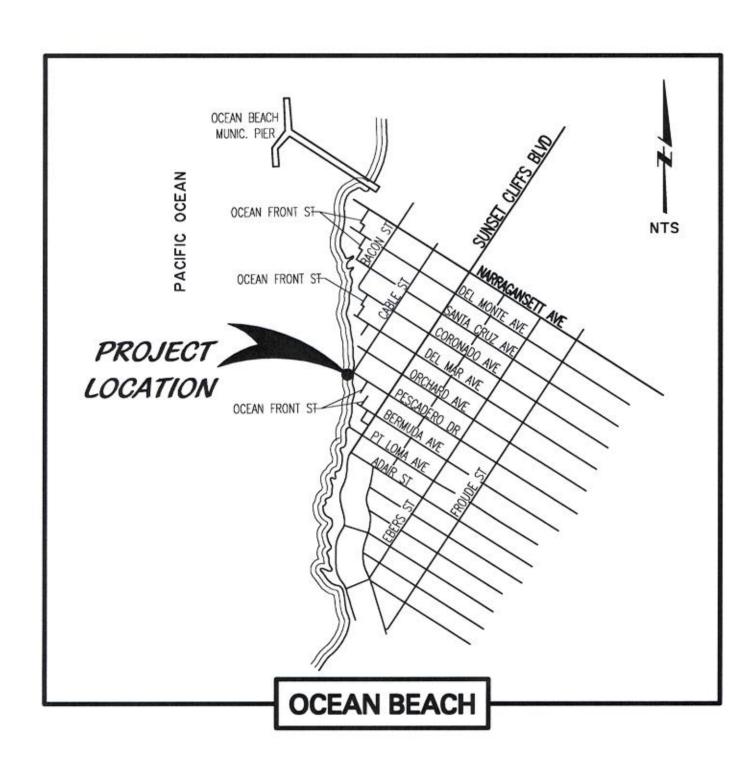
(Rev. July 2012)

Form Number: AA45

Beach Access Stairways - Pescadero Avenue and Diamond Street

15 | Page

PESCADERO AVENUE & DIAMOND STREET CITY OF SAN DIEGO



PESCADERO AVE - VICINITY MAP

D-SHEET NO. DESCRIPTION

35588-1-D COVER SHEET

PESCADERO AVE SHEET INDEX

D-SHEET NO. DESCRIPTION

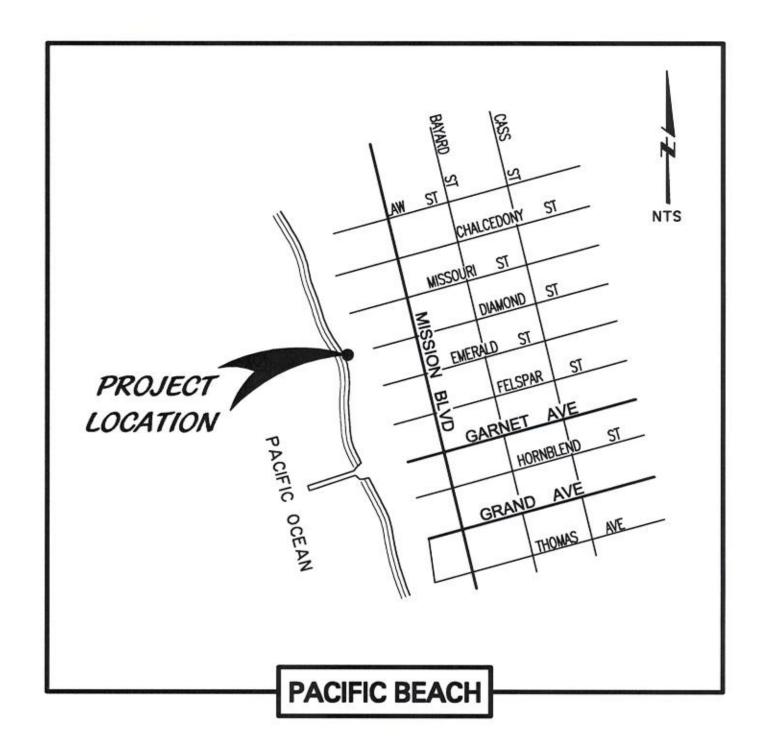
35588-2-D TITLE SHEET & GENERAL NOTES
35588-3-D ADDITIONAL NOTES
35588-4-D OVERALL SITE PLAN WITH PHOTOS
35588-5-D EXISTING PLAN & SECTION

DIAMOND ST SHEET INDEX

PROPOSED REPAIR

D-SHEET NO. DESCRIPTION

35588-7-D TITLE SHEET & GENERAL NOTES
35588-8-D ADDITIONAL NOTES
35588-9-D EXISTING CONDITION
35588-10-D PROPOSED REPAIR



DIAMOND STREET - VICINITY MAP

CIP NO. 299131

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
100 - 200			





IMPROVEMENT PLA	NS FOR:				
		H ACCES RO AVE			s OND ST
		PITAL PROJE		IA	wbs n.o B-12106
FOR CITY ENGINEER DATE					PROJECT MANAGER
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	TCG				SECTION HEAD
					1853956.4-6252237.
					NAD 83 COORDINATES
					209-1691
					LAMBERT COORDINATES
INSPECTOR	DATE	E STARTED			35588-1-D

BEACH ACCESS STAIRWAYS PESCADERO AVENUE LOWER STAIRWAY

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL PERTINENT CODES, REGULATIONS, LAWS AND ORDINANACES AS REQUIRED BY THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA. ALL WORK SHALL COMPLY WITH THE 2007 EDITION OF THE CALIFORNIA BUILDING CODE.

2. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.

3. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE SUBDIVIDER AND OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT OF 1973 AND AMENDMENTS THERETO (16 USC SECTION 1531

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION MUST BE NOTIFIED, IN WRITING, AT LEAST 3 DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

5. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-227-2600, A MINIMUM OF 3 DAYS BEFORE YOU DIG.

6. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER STANDARDS MANUAL.

7. ``PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT- ISSUING AUTHORITY.

8. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 144.0240 OF THE MUNICIPAL CODE.

9. PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO FIELD ENGINEERING DIVISION (858) 627-3200.

10. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR

11. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.

12. AN AS-GRADED GEOTECHNICAL REPORT SHALL BE SUBMITTED TO BOOTH 32 ON THE THIRD FLOOR OF DEVELOPMENT SERVICES WITHIN 15 CALENDAR DAYS OF COMPLETION OF GRADING. AN ADDITIONAL SET SHALL BE PROVIDED TO THE FIELD INSPECTION DIVISION.

13. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY. ISSUANCE OF THE CITY'S GRADING PERMIT SHALL NOT RELIEVE THE APPLICANT OR ANY OF THEIR REPRESENTATIVES OR CONTRACTORS FROM COMPLYING WITH ANY STATE OR FEDERAL REQUIREMENTS BY AGENCIES INCLUDING BUT NOT LIMITED TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME. COMPLIANCE MAY INCLUDE OBTAINING PERMITS, OTHER AUTHORIZATIONS, OR COMPLIANCE WITH MANDATES BY ANY APPLICABLE STATE OR FEDERAL AGENCY.

14. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK. DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES, INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT (FRICTION FACTOR >/= 0.50) AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE, NEW BOXES AND LIDS SHALL BE INSTALLED.

GROUND WATER DISCHARGE NOTES

1. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS NOT TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO 2001-96 NPDES CAG919002.

2. THE ESTIMATED MAXIMUM DISCHARGE RATES MUST NOT EXCEED THE LIMITS SET IN THE OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL BOARD UNLESS PRIOR NOTIFICATION AND SUBSEQUENT AUTHORIZATION HAS BEEN OBTAINED, AND DISCHARGE OPERATIONS MODIFIED TO ACCOMMODATE THE INCREASED RATES.

3. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO 2000-90. NPDES NO. CAG919001.

SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK.

1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

3. BEFORE EXCAVATING FOR THE CONTRACT, THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES.

4. IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM AN' EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, DIKES, SHORING, ETC.) UNITL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.

5. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

6. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL UTILITY MARKOUTS, SURVEY MARKINGS, AND ALL OTHER CONSTRUCTION MARKINGS BEFORE ACCEPTANCE OF THE PROJECT BY THE CITY OF SAN DIEGO.

7.ADDITIVE ALTERNATIVES LISTED ON THE BID SHEETS SHALL BE CONSTRUCTED AS DIRECTED BY THE RESIDENT ENGINEER.

TRAFFIC CONTROL NOTES

STREETS WITH ADT OF LESS THAN 5,000

THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11" X 17") FOR APPROVAL PRIOR TO STARTING WORK. THE PLAN SHOULD BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR, BOOTH 22, LAND DEVELOPMENT REVIEW DIVISION, DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO (619-446-5150). CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) WORKING DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.



DECEMBER 20, 2012

SITE ACCESS NOTES

1. INGRESS-EGRESS FROM THE PROJECT SITE SHALL OCCUR FROM STREET END OF PEDSCADERO AVENUE TO SITE UTILIZING UPPER STAIRWAY. CONTRACTOR TO COORDINATE WITH THE CITY OF SAN DIEGO CONCERNING SPECIFIC LIMITATIONS.

2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ALLEYS, SIDEWALKS, PRIVATE DRIVEWAYS AND PUBLIC STREETS THAT ARE OUTSIDE THE APPROVED STAGING AREAS, AT ALL TIMES.

3. CONSTRUCTION EQUIPMENT AND ACTIVITIES PERFORMED ON THE SANDY BEACH AREA SHALL NOT RESTRICT LATERAL PUBLIC ACCESS.

4. CONSTRUCTION MATERIALS: DISTURBANCE TO SAND AND INTERTIDAL AREAS SHALL BE MINIMIZED. BEACH SAND EXCAVATED SHALL BE REDEPOSITED ON THE BEACH. LOCAL SAND OR COBBLES SHALL NOT BE USED FOR BACKFILL OR CONSTRUCTION MATERIAL.

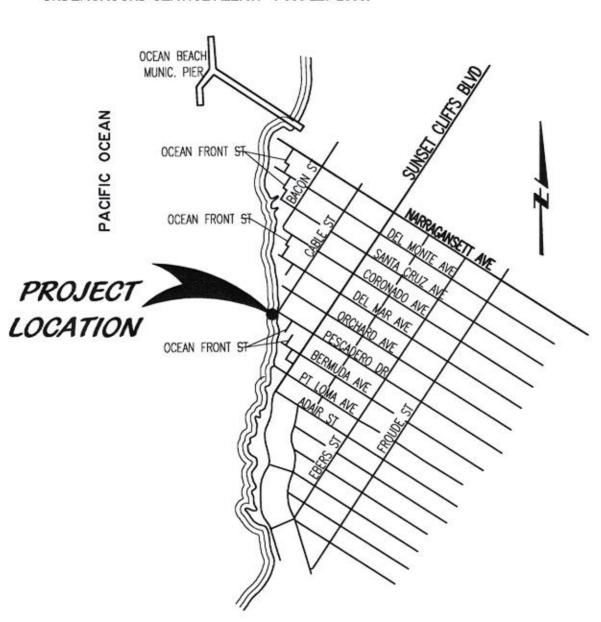
5. ALL PUBLIC AND/OR PRIVATE IMPROVEMENTS REMOVED, DAMAGED OR DESTROYED IN THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR RESTORED TO AT LEAST THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE CITY OF SAN DIEGO UPON COMPLETION OF WORK.

UTILITY NOTE

UTILITIES HAVE BEEN SHOWN AS ACCURATELY AS POSSIBLE USING EXISTING RECORDS AND INFORMATION FURNISHED BY OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INDEPENDENT RESEARCH OF, AND VERIFICATION OF ALL LOCATIONS AND ELEVATIONS OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AS REQUIRED PRIOR TO THE START OF WORK. IT SHOULD ALSO BE NOTED THAT ABANDONED UNDOCUMENTED UTILITIES EXIST ON THE PROPOSED SITE, PARTICULARLY AROUND THE EXISTING ASPHALT PAVED AREAS..

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED. BEFORE EXCAVATING OR STOCKPILING, VERIFY LOCATION OF UNDERGROUND UTILITIES.

UNDERGROUND SERVICE ALERT: 1-800-227-2600.



VICINITY MAP NO SCALE

TERRACOSTA CONSULTING GROUP, INC. **ENGINEERS & GEOLOGISTS** 3890 MURPHY CANYON ROAD, SUITE 200 SAN DIEGO, CALIFORNIA 92123 (858) 573-6900

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

STANDARD SPECIFICATIONS

PITS070112-01

PITS070112-02

DOCUMENT NO. DESCRIPTION

> STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK). 2012 EDITION

CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

CONSTRUCTION (WHITEBOOK), 2012 EDITION

PITS070112-04 CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC

CONTROL DEVICES, 2012 EDITION

PITS070112-06 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD

SPECIFICATIONS, 2010 EDITION

STANDARD DRAWINGS

DOCUMENT NO. DESCRIPTION

PITS070112-03 CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2012

PITS070112-05 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLANS,

OWNER/APPLICANTS ALL SITES

CITY OF SAN DIEGO

SITE ADDRESS

CITY-OWNED LOWER STAIRWAY BELOW CASA DE LA PLAYA CONDOMINIUMS 4875 PESCADERO AVENUE, SAN DIEGO, CA.

REFERENCE DRAWINGS

2 SHEET DRAWING SET, STREET IMPROVEMENT PLAN FOR PESCADERO AVENUE. PREPARED BY McCABE ENGINEERING, INC., W.O. NO. 20020, 12778-1-D, DATED

11 SHEET DRAWING SET, SHORELINE STABILIZATION PROJECT, CASA DE LA PLAYA CONDOMINIUMS AND PESCADERO AVENUE STREET END. PREPARED BY GROUP DELTA CONSULTANTS, INC., DATED (REV.) 12-19-97

SHEET INDEX D-SHEET NO. DESCRIPTION 35588-2-D

TerraCosta

TITLE SHEET & GENERAL NOTES 35588-3-D ADDITIONAL NOTES 35588-4-D OVERALL SITE PLAN WITH PHOTOS 35588-5-D **EXISTING PLAN & SECTION** 35588-6-D PROPOSED REPAIR

CIP NO. 299131 IMPROVEMENT PLANS FOR:

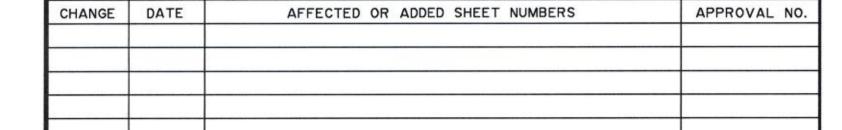
BEACH ACCESS STAIRWAYS PESCADERO AVENUE LOWER STAIRWAY TITLE SHEET & GENERAL NOTES CITY OF SAN DIEGO, CALIFORNIA

wbs N.O.____B-12106

Q. 0' PROJECT MANAGER

ENGINEERING & CAPITAL PROJECTS SHEET 2 OF 10 SHEETS 4/4/13 FOR CITY ENGINEER DATE DESCRIPTION BY APPROVED DATE FILMED ORIGINAL TCG

SECTION HEAD 1853956.4-6252237. NAD 83 COORDINATES 209-1691 LAMBERT COORDINATES CONTRACTOR . DATE STARTED . 35588-2-D INSPECTOR DATE COMPLETED.



CONSTRUCTION CHANGE TABLE

THE FOLLOWING REVISIONS AND ADDITIONS SUPPLEMENT THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE REGIONAL SUPPLEMENTAL AMENDMENTS.

GRADING NOTES

THE CONTRACTOR IS REQUIRED TO EXCAVATE AS NECESSARY TO THE LINES AND GRADES SHOWN TO REPAIR AND MAINTAIN THE EXISTING STRUCTURES.

TO THE MAXIMUM EXTENT POSSIBLE, CONTRACTOR SHALL LIMIT THE AMOUNT OF OVEREXCAVATION REQUIRED TO CONSTRUCT THE PROPOSED REPAIRS.

THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AND PREVENT PONDING OF WATER. CONTRACTOR SHALL CONTROL SURFACE WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE AND SHALL TAKE REMEDIAL MEASURES TO PREVENT EROSION OF FRESHLY GRADED AREAS UNTIL SUCH TIME AS PERMANENT DRAINAGE AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

ALL EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH "SECTION 300-EARTHWORK" OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION) UNLESS OTHERWISE NOTED.

ALL STONES, ROOTS AND OTHER WASTE MATTER EXPOSED ON EXCAVATION OR EMBANKMENT SLOPES WHICH ARE LIABLE TO BECOME LOOSENED SHALL BE REMOVED AND DISPOSED OF.

ALL TREES, BRUSH, GRASS AND OTHER OBJECTIONABLE MATERIAL SHALL BE COLLECTED AND DISPOSED OF OFF SITE BY THE CONTRACTOR SO AS TO LEAVE THE AREAS THAT HAVE BEEN CLEARED WITH A NEAT AND FINISHED APPEARANCE FREE FROM UNSIGHTLY DEBRIS.

PART 1 - SPECIAL PROVISIONS

STANDARDS AND PERMIT REQUIREMENTS

A. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE REGIONAL SUPPLEMENTAL AMENDMENTS (RSA), EXCEPT AS SPECIFICALLY MODIFIED BY THE SPECIAL PROVISIONS HEREIN. THE SPECIFICATIONS CONTAINED IN THESE SPECIAL PROVISIONS TAKE PRECEDENCE OVER THE COLLECTIVE REQUIREMENTS OF SSPWC AND RSA.

WHEREVER THESE SPECIAL PROVISIONS REFER TO THE TERMINOLOGY "SSPWC" IT SHALL BE UNDERSTOOD THAT THE SPECIFICATION REFERS TO THE COLLECTIVE REQUIREMENTS OF THE SSPWC AND RSA.

B. THE OWNER HAS OBTAINED THE NECESSARY PERMITS FROM THE CITY OF SAN DIEGO, THE CALIFORNIA COASTAL COMMISSION AND THE U.S. ARMY CORPS OF ENGINEERS. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL CONDITIONS IMPOSED BY THESE PERMITS. ANY CONFLICTS WITH THESE SPECIFICATIONS AND THE PERMITS. NOTICED BY THE CONTRACTOR. SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. NOTHING CONTAINED IN THE SPECIAL PROVISIONS SHALL BE DEEMED TO AUTHORIZE VIOLATION OF THE PERMITS.

1.02 SHOP DRAWINGS

IN ADDITION TO THE ITEMS DESCRIBED IN THE SSPWC, SHOP DRAWINGS, SPECIFICATIONS, AND/OR CATALOG, CUTS SHALL BE SUBMITTED FOR THE FOLLOWING:

> CONNECTIONS TO EXISTING RAILINGS AND CONCRETE

- A. COMPLIANCE CERTIFICATES AND WEIGH SLIPS SHALL BE PROVIDED FOR ALL PORTLAND CEMENT CONCRETE PRODUCTS, REINFORCING STEEL, ETC.
- B. MIX DESIGNS SHALL BE SUBMITTED FOR ALL PORTLAND CEMENT CONCRETE
- C. COLOR SAMPLES SHALL BE SUBMITTED FOR COLORED CONCRETE.
- D. ALL SUBMITTALS SHALL BE MADE IN 5 COPIES, ONE OF WHICH WILL BE RETURNED TO THE CONTRACTOR.



TERRACOSTA CONSULTING GROUP, INC. **ENGINEERS & GEOLOGISTS** 3890 MURPHY CANYON ROAD, SUITE 200 SAN DIEGO, CALIFORNIA 92123 (858) 573-6900

CONSTRUCTION CHANGE TABLE CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO

PART 2 - CONSTRUCTION MATERIALS

2.01 EPOXY-COATED REINFORCEMENT

- A. THIS SECTION IS APPLICABLE FOR ALL STEEL REINFORCING USED ON THE PROJECT.
- B. REINFORCEMENT SHALL BE SHOP FABRICATED PRIOR TO COATING AND SHALL CONFORM TO THE REQUIREMENTS OF AASTHO M 284.
- C. VISIBLE VOIDS IN THE COATING, REGARDLESS OF CAUSE, SHALL BE PATCHED IF THE TOTAL AREA OF VOIDS EXCEEDS 0.25% OF THE SURFACE AREA OF THE BAR. BARS THAT REQUIRE SURFACE PATCHING LESS THAN 5% OF THE TOTAL SURFACE AREA OF THE BAR MAY BE FIELD COATED WITH AN APPROVED PATCH MATERIAL SUPPLIED BY THE EPOXY FABRICATOR. BARS WHICH REQUIRE SURFACE PATCHING IN EXCESS OF 5% OF THE TOTAL SURFACE AREA OF THE BAR WILL BE REJECTED.
- D. ALL SYSTEMS FOR HANDLING COATED BARS SHALL HAVE PADDED CONTACT AREAS FOR THE BARS WHEREVER POSSIBLE. ALL BUNDLING BANDS SHALL BE PADDED AND ALL BUNDLES SHALL BE LIFTED WITH STRONG BACK, MULTIPLE SUPPORTS OR A PLATFORM BRIDGE SO AS TO PREVENT BAR-TO-BAR ABRASION FROM SAGS IN THE BAR BUNDLE.
- E. COMPENSATION FOR REINFORCING AND EPOXY-COATED REINFORCING SHALL BE INCLUDED IN THE CONTRACT PRICE FOR VARIOUS CONCRETE PRODUCTS AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREAFTER.

2.02 REINFORCING STEEL:

- A. REINFORCING STEEL SHALL CONFORM TO ASTM 615, GRADE 60, U.N.O. STEEL BARS SHALL BE DEFORMED BARS THAT ARE FREE FROM GREASE, RUST, MILL SCALE, OR ANY OTHER FOREIGN MATERIAL WHICH MAY AFFECT THE BARS' ABILITY TO BOND TO THE CONCRETE. REINFORCING STEEL SHALL HAVE MINIMUM 3-INCH COVER.
- B. ALL DETAILING OF REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-99. ALL REINFORCING BAR BENDS SHALL BE MADE COLD. REINFORCEMENT THAT IS PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT, U.N.O.
- C. CONTRACTOR SHALL USE CHAIRS OR OTHER NONCORROSIVE SUPPORT DEVICES RECOMMENDED BY THE CRSI TO SUPPORT THE REINFORCING BARS PRIOR TO PLACING CONCRETE.
- D. LAP SPLICES SHALL HAVE A MINIMUM LENGTH OF 12 INCHES OR 40 BAR DIAMETERS FOR CONCRETE, U.N.O.
- E. REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND TIES SHALL BE SECURED IN POSITION AND INSPECTED BY THE LOCAL BUILDING INSPECTOR PRIOR TO POURING OF ANY CONCRETE OR GROUTING.
- F. REINFORCEMENT TO BE WELDED TO STEEL MEMBERS SHALL CONFORM TO ASTM 706 AND SHALL REQUIRE CONTINUOUS INSPECTION.

REINFORCED CONCRETE

- A. ALL STRUCTURAL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI
- TYPICAL COVER FOR REINFORCING STEEL:

FOOTINGS: 3" WALLS: 1.5"

WALLS AGAINST EARTH: 3" BEAMS, GIRDERS AND COLUMNS: 3"

2.03 CONCRETE INFILL

A. MATERIALS: CEMENT SHALL CONFORM TO ASTM C-150, TYPE V PORTLAND CEMENT. FLY ASH SHALL CONFORM TO ASTM C-618, TYPE F FLY ASH. MAXIMUM ALLOWABLE SLUMP SHALL BE 4 INCHES, IN ACCORDANCE WITH ASTM C-143.

THE MIX SHALL INCLUDE THE FOLLOWING MATERIALS PER CUBIC YARD OF CONCRETE.

TYPE II PORTLAND CEMENT 200 LBS. TYPE F FLY ASH 180 LBS.

SAND FOR CONCRETE SHALL MEET THE GRADATION REQUIREMENTS OF SECTION 200-1.5.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR PORTLAND CEMENT CONCRETE.

THE INTENT OF THIS CONCRETE MIX IS TO PROVIDE A MATERIAL WITH EROSION CHARACTERISTICS SIMILAR TO THAT OF THE EXISTING BLUFF.

CONCRETE SHALL BE PRODUCED IN A READY MIX PLANT, IN ACCORDANCE WITH ASTM C-94. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL FOR ALL PORTLAND CEMENT CONCRETE.

CONCRETE COLORATION SHALL UTILIZE MINERAL OXIDES TO PROVIDE AN EARTHEN COLOR OF THE CURED CONCRETE SIMILAR TO THE HUE OF THE NEARBY NATURAL ROCK EXPOSURES. CONTRACTOR SHALL SUBMIT COLORED SAMPLES OF CONCRETE FOR APPROVAL PRIOR TO USE.

B. PLACEMENT: CONCRETE SHALL BE ADEQUATELY VIBRATED AND COMPACTED DURING PLACEMENT.

STATEMENT OF SPECIAL INSPECTION

REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION: From CBC Table 1704.4

	VERIFICATION & INSPECTION TASK	CONTINUOUSLY DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1.	INSPECTION OF REINFORCING STEEL, INCLUDING EPOXYING AND DOWELING INTO EXISTING, AND PLACEMENT.		х
4.	VERIFYING USE OF REQUIRED DESIGN MIX.		x
6.	INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	×	
7.	INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES. CONCRETE fc = 4,000 psi @ 28 DAYS		x
11.	INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		x

REQUIRED VERIFICATION AND INSPECTION OF SOILS: From CBC Table 1704.7

VERIFICATION & INSPECTION TASK		CONTINUOUSLY DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1.	VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		х
2.	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		х
3.	PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS.		х
4.	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.	х	
5.	PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		х

SOILS NOTES:

I. IF FILL PLACEMENT IS REQUIRED AS PART OF CONTRACTOR'S MEANS AND METHODS. A COMPACTION REPORT SHALL BE COMPLETED AND SUBMITTED TO CITY OF SAN DIEGO LAND DEVELOPMENT DEPARTMENT AFTER COMPLETION OF FILL COMPACTION.

2. SOILS INSPECTIONS SHALL BE PERFORMED BY THE GEOTECHINICAL ENGINEER OF RECORD (OR THE GEOTECHNICAL ENGINEER'S REPRESENTATIVE).

SPECIAL INSPECTION - GENERAL NOTES

COST TO THE OWNER.

- A. THE SPECIAL INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CBC CHAPTER I, DIVISION II, SECTION IIO. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTIONS REQUIRED BY A CITY INSPECTOR.
- B. CONTINUOUS INSPECTION IS ALWAYS REQUIRED DURING THE PERFORMANCE OF THE WORK UNLESS OTHERWISE SPECIFIED. WHEN WORK IN MORE THAN ONE CATEGORY OF WORK REQUIRING SPECIAL INSPECTION IS TO BE PERFORMED SIMULTANEOUSLY, OR THE GEOGRAPHIC LOCATION OF THE WORK IS SUCH THAT IT CANNOT BE CONTINUOUSLY OBSERVED IN AS DEFINED IN CBC SECTION 1702, IT IS THE AGENT'S RESPONSIBILITY TO EMPLOY A SUFFICIENT NUMBER OF INSPECTORS TO ASSURE THAT ALL THE WORK IS INSPECTED IN ACCORDANCE WITH THOSE PROVISIONS.
- C. THE SPECIAL INSPECTORS MUST BE CERTIFIED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES TO PERFORM THE TYPE OF INSPECTION SPECIFIED. **EXCEPTIONS:**
 - SOILS INSPECTIONS BY THE SOILS ENGINEER OF RECORD. SMOKE CONTROL SYSTEM. BY THE MECHANICAL ENGINEER OF RECORD.
- 3. WHEN WAIVED BY THE BUILDING OFFICIAL. D. THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE REGISTERED AND
- MATERIALS, SYSTEMS, COMPONENTS AND EQUIPMENT. E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR INSPECTION AGENCY AL LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY

APPROVED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES FOR TESTING OF

- WORK THAT REQUIRES SPECIAL INSPECTION. F. WORK REQUIRING SPECIAL INSPECTION THAT IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE AT NO
- G. FABRICATOR SHALL SUBMIT AN "APPLICATION TO PERFORM OFF-SITE FABRICATION" TO THE INSPECTION SERVICES DIVISION FOR APPROVAL PRIOR TO COMMENCEMENT OF
- H. FABRICATOR SHALL SUBMIT A "CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION" TO THE INSPECTION SERVICES DIVISION PRIOR TO ERECTION OF FABRICATED ITEMS AND ASSEMBLIES.
- SPECIAL INSPECTION IS REQUIRED FOR FABRICATION OF MEMBERS AND ASSEMBLIES DONE IN A SHOP OF A FABRICATOR WHICH IS NOT APPROVED BY INSPECTION SERVICES. AN APPLICATION TO PERFORM OFF-SITE FABRICATION MUST BE SUBMITTED TO AND APPROVED BY INSPECTION SERVICES.
- J. SPECIAL INSPECTOR SHALL VERIFY THAT FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR INSPECTION CONTROL OF THE WORKMANSHIP AND FABRICATOR'S ABILITY TO CONFORM TO APPROVED CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. THE SPECIAL INSPECTOR SHALL REVIEW THE PROCEDURES FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENTS FOR FABRICATOR'S SCOPE OF
- K. FABRICATION OF MEMBERS AND ASSEMBLIES DONE IN A FABRICATOR'S SHOP APPROVED BY INSPECTION SERVICES NEED NOT HAVE CONTINUOUS OR PERIODIC SPECIAL INSPECTION. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT THE "CERTIFICATE OF COMPLIANCE" FORM TO INSPECTION SERVICES. (SECTION 1704.2.2, B.N.L. 17-6).

STRUCTURAL OBSERVATION

- I. PER C.B.C. CHAPTER I7 SECTION 1702, THE OWNER SHALL EMPLOY A LICENSED ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN. OR HIS DESIGNATED ENGINEER OR ARCHITECT TO MAKE SITE VISITS TO OBSERVE GENERAL COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS, SPECIFICATIONS AND CHANGE ORDERS. FOR THE FOLLOWING:
 - A. PRIOR TO PLACEMENT OF CONCRETE IN FOUNDATION AND POURING OF SLAB. B. SUBSEQUENT TO THE INSTALLATION OF THE ROOF SLAB, PRIOR TO COVERING OF THE CONNECTIONS.
- 2. THE ENGINEER OR ARCHITECT SHALL SUBMIT A STATEMENT IN WRITING TO THE BUILDING OFFICIAL STATING THAT THE SITE VISIT HAS BEEN MADE AND THAT ANY DEFICIENCIES NOTED HAVE BEEN CORRECTED
- 3. THE ENGINEER MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO EACH INDIVIDUAL CONCRETE PLACEMENT (POUR) OF THE CONCRETE FOUNDATION.

ADDITIONAL SPECIAL INSPECTION NOTES

- I. NOTICE TO THE APPLICANT I OWNER I OWNER'S AGENT I ARCHITECT OR ENGINEER OF
- BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 2. NOTICE TO THE CONTRACTOR / BUILDER / INSTALLER / SUB-CONTRACTOR / BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS. STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 3. A PROPERTY OWNER'S FINAL REPORT FROM FOR WORK REQUIRED TO HAVE SPECIAL INSPECTIONS, TESTING AND STRUCTURAL OBSERVATIONS MUST BE COMPLETED BY THE PROPERTY OWNER, PROPERTY OWNER'S AGENT OF RECORD. ARCHITECT OF RECORD. OR ENGINEER OF RECORD AND SUBMITTED TO THE INSPECTION SERVICES DIVISION.
- 4. SPECIAL INSPECTION PROVISIONS AS SPECIFIED IN SECTION 1701 OF THE CURRENT CBC SHALL BE PROVIDED FOR PORTIONS OF THE STRUCTURAL WORK SHOWN IN THE DRAWINGS AS NOTED IN THE INSPECTION SCHEDULE.
- 5. THE OWNER OR THE ENGINEER OF RECORD SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION AS OUTLINED ON THE VERIFICATION AND INSPECTION SCHEDULES SHOWN ABOVE.
- 6. SPECIAL INSPECTION DOES NOT INTEND TO RELIEVE THE GENERAL CONTRACTOR OF HIS RESPONSIBILITIES TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND TO BE RESPONSIBLE FOR SAFETY ON JOB SITE.
- 7. THE SPECIAL INSPECTOR SHALL SUBMIT A SIGNED FINAL REPORT TO THE BUILDING DEPARTMENT, STRUCTURAL ENGINEER, AND THE OWNER HIS/HER KNOWLEDGE, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND APPLICABLE WORKMANSHIP PROVISIONS OF THE BUILDING CODE.

ADDITIONAL NOTE:

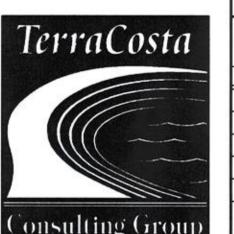
I. ANY SUPPORT SERVICES PERFORMED BY THE ENGINEER DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES WHICH ARE FURNISHED BY THE ENGINEER, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING, OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.

CIP NO. 299131

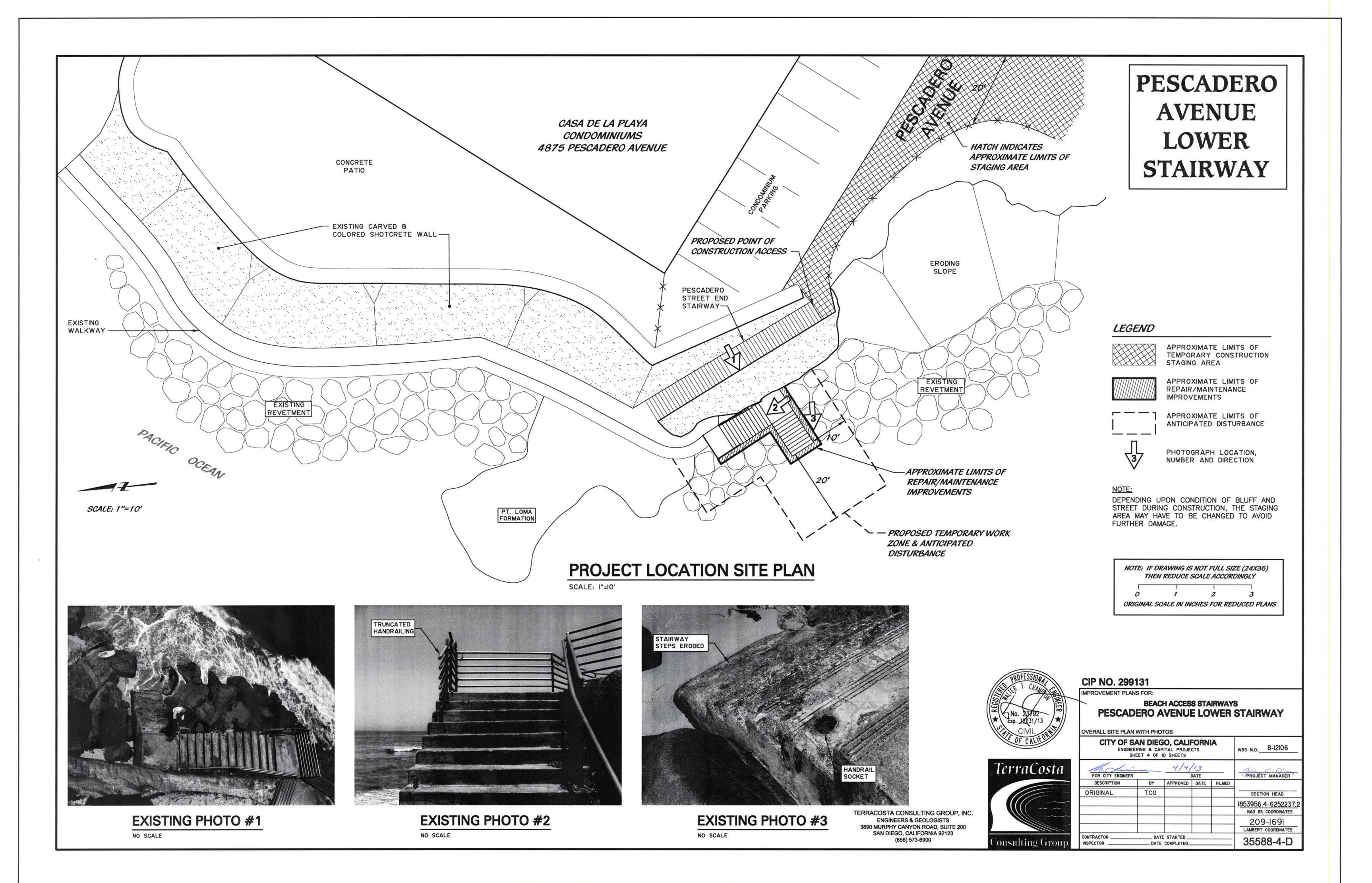
ADDITIONAL NOTES

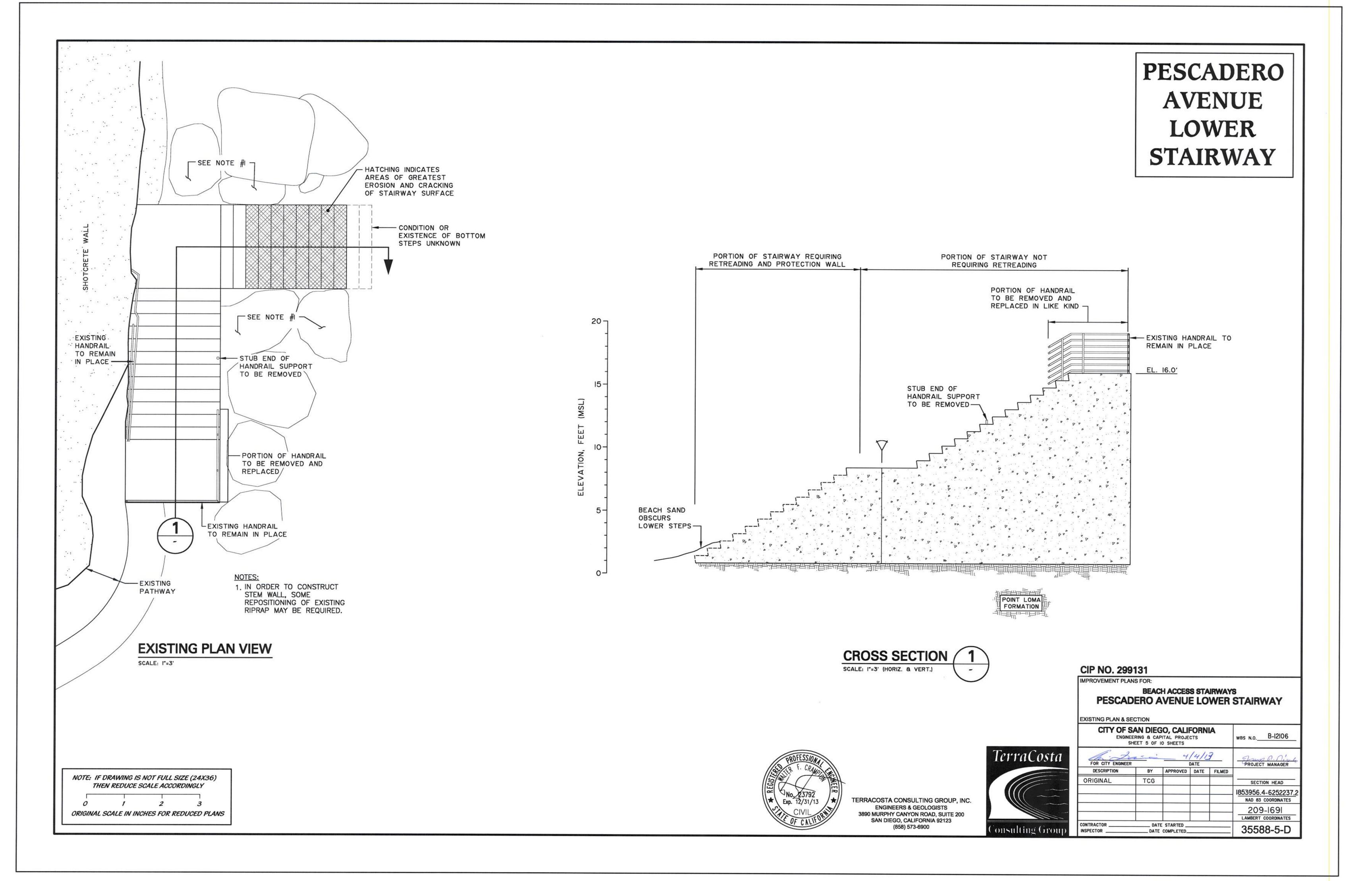
MPROVEMENT PLANS FOR:

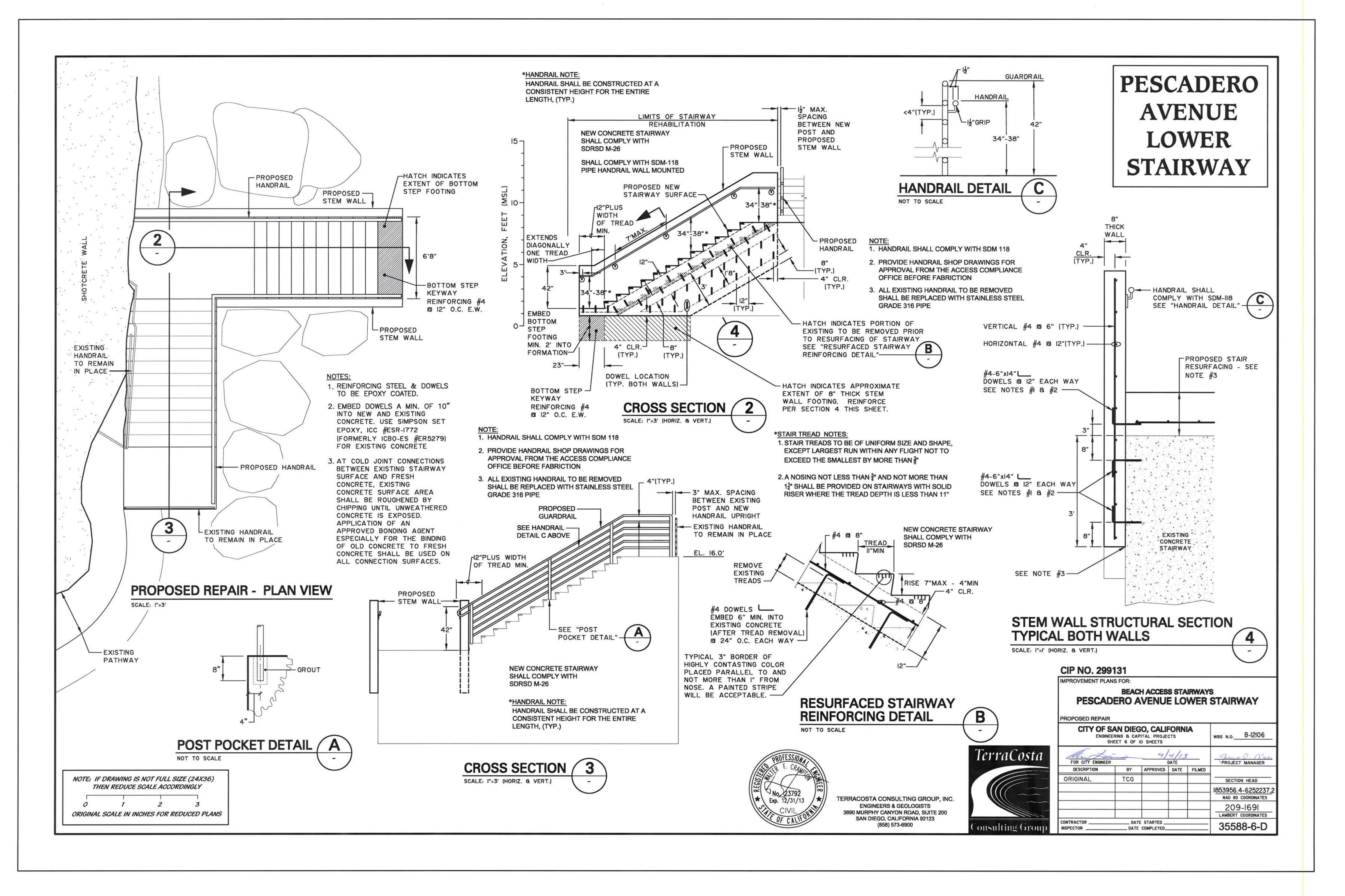
BEACH ACCESS STAIRWAYS PESCADERO AVENUE LOWER STAIRWAY



CITY OF SAN DIEGO, CALIFORNIA wbs N.O. B-12106 ENGINEERING & CAPITAL PROJECTS SHEET 3 OF 10 SHEETS 4/4/13 FOR CITY ENGINEER PROJECT MANAGER DATE DESCRIPTION BY APPROVED DATE FILMED ORIGINAL TCG SECTION HEAD 1853956.4-6252237. NAD 83 COORDINATES 209-1691 LAMBERT COORDINATES CONTRACTOR _ DATE STARTED 35588-3-D INSPECTOR _ _DATE COMPLETED_







BEACH ACCESS STAIRWAYS DIAMOND STREET STAIRWAY

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL PERTINENT CODES, REGULATIONS, LAWS AND ORDINANACES AS REQUIRED BY THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA. ALL WORK SHALL COMPLY WITH THE 2007 EDITION OF THE CALIFORNIA BUILDING CODE.

2. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.

3. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE SUBDIVIDER AND OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT OF 1973 AND AMENDMENTS THERETO (16 USC SECTION 1531 ET.SEQ.)

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE. REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION MUST BE NOTIFIED. IN WRITING, AT LEAST 3 DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

5. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID, FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-227-2600, A MINIMUM OF 3 DAYS BEFORE YOU DIG.

6. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER STANDARDS MANUAL.

7. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT- ISSUING AUTHORITY.

8. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 144.0240 OF THE MUNICIPAL CODE.

9. PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO FIELD ENGINEERING DIVISION (858) 627-3200.

10. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR.

11. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.

12. AN AS-GRADED GEOTECHNICAL REPORT SHALL BE SUBMITTED TO BOOTH 32 ON THE THIRD FLOOR OF DEVELOPMENT SERVICES WITHIN 15 CALENDAR DAYS OF COMPLETION OF GRADING. AN ADDITIONAL SET SHALL BE PROVIDED TO THE FIELD INSPECTION DIVISION.

13. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY. ISSUANCE OF THE CITY'S GRADING PERMIT SHALL NOT RELIEVE THE APPLICANT OR ANY OF THEIR REPRESENTATIVES OR CONTRACTORS FROM COMPLYING WITH ANY STATE OR FEDERAL REQUIREMENTS BY AGENCIES INCLUDING BUT NOT LIMITED TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME. COMPLIANCE MAY INCLUDE OBTAINING PERMITS, OTHER AUTHORIZATIONS, OR COMPLIANCE WITH MANDATES BY ANY APPLICABLE STATE OR FEDERAL AGENCY.

14. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK, DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES, INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT (FRICTION FACTOR >/= 0.50) AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE, NEW BOXES AND LIDS SHALL BE INSTALLED.

GROUND WATER DISCHARGE NOTES

1. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS NOT TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO 2001-96 NPDES CAG919002.

2. THE ESTIMATED MAXIMUM DISCHARGE RATES MUST NOT EXCEED THE LIMITS SET IN THE OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL BOARD UNLESS PRIOR NOTIFICATION AND SUBSEQUENT AUTHORIZATION HAS BEEN OBTAINED, AND DISCHARGE OPERATIONS MODIFIED TO ACCOMMODATE THE INCREASED RATES.

3. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO 2000-90, NPDES NO. CAG919001.

SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK.

1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

3. BEFORE EXCAVATING FOR THE CONTRACT, THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES.

4. IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, DIKES, SHORING, ETC.) UNITL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.

5. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

6. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL UTILITY MARKOUTS, SURVEY MARKINGS, AND ALL OTHER CONSTRUCTION MARKINGS BEFORE ACCEPTANCE OF THE PROJECT BY THE CITY OF SAN DIEGO.

7.ADDITIVE ALTERNATIVES LISTED ON THE BID SHEETS SHALL BE CONSTRUCTED AS DIRECTED BY THE RESIDENT ENGINEER.

TRAFFIC CONTROL NOTES

STREETS WITH ADT OF LESS THAN 5,000

THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11" X 17") FOR APPROVAL PRIOR TO STARTING WORK. THE PLAN SHOULD BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR, BOOTH 22, LAND DEVELOPMENT REVIEW DIVISION, DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO (619-446-5150). CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) WORKING DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.



DECEMBER 20, 2012

SITE ACCESS NOTES

1. INGRESS-EGRESS FROM THE PROJECT SITE SHALL OCCUR ON DIAMOND STREET END STAIRWAY, CONTRACTOR TO COORDINATE WITH THE CITY OF SAN DIEGO CONCERNING SPECIFIC LIMITATIONS.

2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ALLEYS, SIDEWALKS, PRIVATE DRIVEWAYS AND PUBLIC STREETS THAT ARE OUTSIDE THE APPROVED STAGING

3. CONSTRUCTION EQUIPMENT AND ACTIVITIES PERFORMED ON THE SANDY BEACH AREA SHALL NOT RESTRICT LATERAL PUBLIC ACCESS.

4. CONSTRUCTION MATERIALS: DISTURBANCE TO SAND AND INTERTIDAL AREAS SHALL BE MINIMIZED. BEACH SAND EXCAVATED SHALL BE REDEPOSITED ON THE BEACH. LOCAL SAND OR COBBLES SHALL NOT BE USED FOR BACKFILL OR CONSTRUCTION MATERIAL.

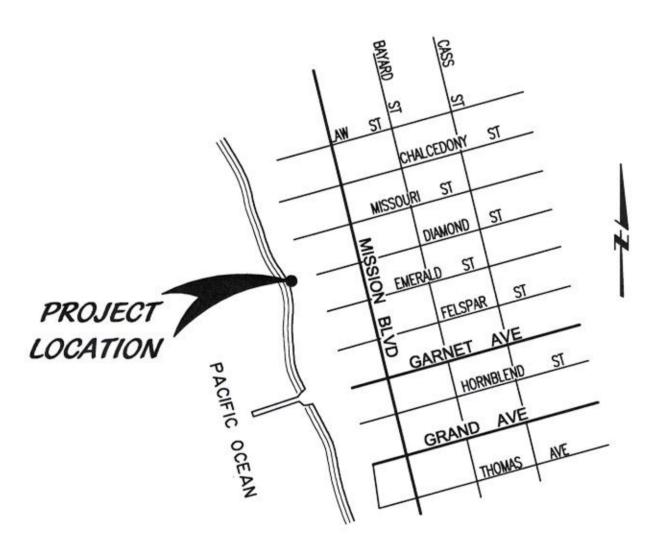
5. ALL PUBLIC AND/OR PRIVATE IMPROVEMENTS REMOVED, DAMAGED OR DESTROYED IN THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR RESTORED TO AT LEAST THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE CITY OF SAN DIEGO UPON COMPLETION OF WORK.

UTILITY NOTE

UTILITIES HAVE BEEN SHOWN AS ACCURATELY AS POSSIBLE USING EXISTING RECORDS AND INFORMATION FURNISHED BY OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INDEPENDENT RESEARCH OF, AND VERIFICATION OF ALL LOCATIONS AND ELEVATIONS OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AS REQUIRED PRIOR TO THE START OF WORK. IT SHOULD ALSO BE NOTED THAT ABANDONED UNDOCUMENTED UTILITIES EXIST ON THE PROPOSED SITE, PARTICULARLY AROUND THE EXISTING ASPHALT PAVED

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED. BEFORE EXCAVATING OR STOCKPILING, VERIFY LOCATION OF UNDERGROUND UTILITIES.

UNDERGROUND SERVICE ALERT: 1-800-227-2600.



VICINITY MAP



TERRACOSTA CONSULTING GROUP, INC. **ENGINEERS & GEOLOGISTS** 3890 MURPHY CANYON ROAD, SUITE 200 SAN DIEGO, CALIFORNIA 92123 (858) 573-6900

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

STANDARD SPECIFICATIONS

PITS070112-01

PITS070112-02

DOCUMENT NO. DESCRIPTION

> STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2012 EDITION

CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

CONSTRUCTION (WHITEBOOK), 2012 EDITION

PITS070112-04 CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC

CONTROL DEVICES, 2012 EDITION

PITS070112-06 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD

SPECIFICATIONS, 2010 EDITION

STANDARD DRAWINGS

DOCUMENT NO. DESCRIPTION

PITS070112-03 CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2012

PITS070112-05 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLANS,

2010 EDITION

OWNER/APPLICANTS ALL SITES

CITY OF SAN DIEGO

SITE ADDRESS

CITY-OWNED STAIRWAY AT DIAMOND STREET END.

REFERENCE DRAWINGS

2 SHEET DRAWING SET, PLANS FOR THE CONSTRUCTION OF OCEAN BOULEVARD BIKEWAY BETWEEN DIAMOND STREET AND LAW STREET, W.O. NO. 117357, 16865-1-D. DATED 4-8-76

42 SHEET DRAWING SET, CITY OF SAN DIEGO SITE DEVELOPMENT PLAN, OCEAN BOULEVARD IMPROVEMENTS, PREPARED BY PHILLIPS BRANDT REDDICK, W.O. NO. 117855, 20968-1-D, DATED 7-5-83

SHEET INDEX

D-SHEET NO.	DESCRIPTION
35588-7-D	TITLE SHEET & GENERAL NOTES
35588-8-D	ADDITIONAL NOTES
35588-9-D	EXISTING CONDITION
35588-10-D	PROPOSED REPAIR

onsulting Grou

CIP NO. 299131

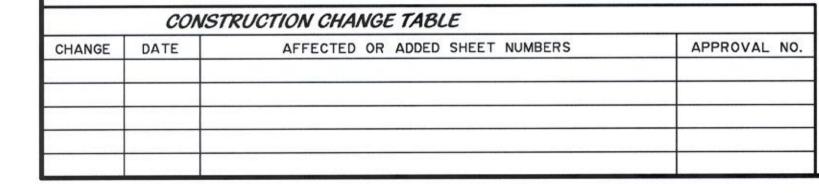
IMPROVEMENT PLANS FOR

TITLE SHEET & GENERAL NOTES

BEACH ACCESS STAIRWAYS DIAMOND STREET STAIRWAY

CITY OF SAN DIEGO, CALIFORNIA WBS N.O. B-12106 ENGINEERING & CAPITAL PROJECTS SHEET 7 OF 10 SHEET 4/4/13 FOR CITY ENGINEER BY APPROVED DATE FILMED DESCRIPTION TCG

PROJECT MANAGER ORIGINAL SECTION HEAD 1871950.3-6251941.4 NAD 83 COORDINATES 231-1690 LAMBERT COORDINATES _ DATE STARTED . CONTRACTOR . 35588-7-D DATE COMPLETED.



THE FOLLOWING REVISIONS AND ADDITIONS SUPPLEMENT THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE REGIONAL SUPPLEMENTAL AMENDMENTS.

GRADING NOTES

THE CONTRACTOR IS REQUIRED TO EXCAVATE AS NECESSARY TO THE LINES AND GRADES SHOWN TO REPAIR AND MAINTAIN THE EXISTING STRUCTURES.

TO THE MAXIMUM EXTENT POSSIBLE, CONTRACTOR SHALL LIMIT THE AMOUNT OF OVEREXCAVATION REQUIRED TO CONSTRUCT THE PROPOSED REPAIRS.

THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AND PREVENT PONDING OF WATER. CONTRACTOR SHALL CONTROL SURFACE WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE AND SHALL TAKE REMEDIAL MEASURES TO PREVENT EROSION OF FRESHLY GRADED AREAS UNTIL SUCH TIME AS PERMANENT DRAINAGE AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

ALL EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH "SECTION 300-EARTHWORK" OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION) UNLESS OTHERWISE NOTED.

ALL STONES. ROOTS AND OTHER WASTE MATTER EXPOSED ON EXCAVATION OR EMBANKMENT SLOPES WHICH ARE LIABLE TO BECOME LOOSENED SHALL BE REMOVED AND DISPOSED OF.

ALL TREES, BRUSH, GRASS AND OTHER OBJECTIONABLE MATERIAL SHALL BE COLLECTED AND DISPOSED OF OFF SITE BY THE CONTRACTOR SO AS TO LEAVE THE AREAS THAT HAVE BEEN CLEARED WITH A NEAT AND FINISHED APPEARANCE FREE FROM UNSIGHTLY DEBRIS.

PART 1 - SPECIAL PROVISIONS

STANDARDS AND PERMIT REQUIREMENTS

A. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE REGIONAL SUPPLEMENTAL AMENDMENTS (RSA), EXCEPT AS SPECIFICALLY MODIFIED BY THE SPECIAL PROVISIONS HEREIN. THE SPECIFICATIONS CONTAINED IN THESE SPECIAL PROVISIONS TAKE PRECEDENCE OVER THE COLLECTIVE REQUIREMENTS OF SSPWC AND RSA.

WHEREVER THESE SPECIAL PROVISIONS REFER TO THE TERMINOLOGY "SSPWC" IT SHALL BE UNDERSTOOD THAT THE SPECIFICATION REFERS TO THE COLLECTIVE REQUIREMENTS OF THE SSPWC AND RSA.

B. THE OWNER HAS OBTAINED THE NECESSARY PERMITS FROM THE CITY OF SAN DIEGO, THE CALIFORNIA COASTAL COMMISSION AND THE U.S. ARMY CORPS OF ENGINEERS. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL CONDITIONS IMPOSED BY THESE PERMITS. ANY CONFLICTS WITH THESE SPECIFICATIONS AND THE PERMITS, NOTICED BY THE CONTRACTOR SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. NOTHING CONTAINED IN THE SPECIAL PROVISIONS SHALL BE DEEMED TO AUTHORIZE VIOLATION OF THE PERMITS.

1.02 SHOP DRAWINGS

IN ADDITION TO THE ITEMS DESCRIBED IN THE SSPWC, SHOP DRAWINGS, SPECIFICATIONS, AND/OR CATALOG, CUTS SHALL BE SUBMITTED FOR THE FOLLOWING:

> CONNECTIONS TO EXISTING RAILINGS AND CONCRETE

- A. COMPLIANCE CERTIFICATES AND WEIGH SLIPS SHALL BE PROVIDED FOR ALL PORTLAND CEMENT CONCRETE PRODUCTS, REINFORCING STEEL, ETC.
- B. MIX DESIGNS SHALL BE SUBMITTED FOR ALL PORTLAND CEMENT CONCRETE
- C. COLOR SAMPLES SHALL BE SUBMITTED FOR COLORED CONCRETE.
- D. ALL SUBMITTALS SHALL BE MADE IN 5 COPIES. ONE OF WHICH WILL BE RETURNED TO THE CONTRACTOR.



CHANGE DATE

TERRACOSTA CONSULTING GROUP, INC. **ENGINEERS & GEOLOGISTS** 3890 MURPHY CANYON ROAD, SUITE 200 SAN DIEGO, CALIFORNIA 92123

AFFECTED OR ADDED SHEET NUMBERS

(858) 573-6900 CONSTRUCTION CHANGE TABLE

PART 2 - CONSTRUCTION MATERIALS

EPOXY-COATED REINFORCEMENT

- A. THIS SECTION IS APPLICABLE FOR ALL STEEL REINFORCING USED ON THE PROJECT.
- B. REINFORCEMENT SHALL BE SHOP FABRICATED PRIOR TO COATING AND SHALL CONFORM TO THE REQUIREMENTS OF AASTHO M 284.
- C. VISIBLE VOIDS IN THE COATING, REGARDLESS OF CAUSE, SHALL BE PATCHED IF THE TOTAL AREA OF VOIDS EXCEEDS 0.25% OF THE SURFACE AREA OF THE BAR. BARS THAT REQUIRE SURFACE PATCHING LESS THAN 5% OF THE TOTAL SURFACE AREA OF THE BAR MAY BE FIELD COATED WITH AN APPROVED PATCH MATERIAL SUPPLIED BY THE EPOXY FABRICATOR. BARS WHICH REQUIRE SURFACE PATCHING IN EXCESS OF 5% OF THE TOTAL SURFACE AREA OF THE BAR WILL BE REJECTED.
- ALL SYSTEMS FOR HANDLING COATED BARS SHALL HAVE PADDED CONTACT AREAS FOR THE BARS WHEREVER POSSIBLE. ALL BUNDLING BANDS SHALL BE PADDED AND ALL BUNDLES SHALL BE LIFTED WITH STRONG BACK, MULTIPLE SUPPORTS OR A PLATFORM BRIDGE SO AS TO PREVENT BAR-TO-BAR ABRASION FROM SAGS IN THE BAR BUNDLE.
- E. COMPENSATION FOR REINFORCING AND EPOXY-COATED REINFORCING SHALL BE INCLUDED IN THE CONTRACT PRICE FOR VARIOUS CONCRETE PRODUCTS AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREAFTER.

2.02 REINFORCING STEEL:

- A. REINFORCING STEEL SHALL CONFORM TO ASTM 615, GRADE 60, U.N.O. STEEL BARS SHALL BE DEFORMED BARS THAT ARE FREE FROM GREASE, RUST, MILL SCALE, OR ANY OTHER FOREIGN MATERIAL WHICH MAY AFFECT THE BARS' ABILITY TO BOND TO THE CONCRETE. REINFORCING STEEL SHALL HAVE MINIMUM 3-INCH COVER.
- B. ALL DETAILING OF REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-99. ALL REINFORCING BAR BENDS SHALL BE MADE COLD. REINFORCEMENT THAT IS PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT, U.N.O.
- C. CONTRACTOR SHALL USE CHAIRS OR OTHER NONCORROSIVE SUPPORT DEVICES RECOMMENDED BY THE CRSI TO SUPPORT THE REINFORCING BARS PRIOR TO PLACING CONCRETE.
- D. LAP SPLICES SHALL HAVE A MINIMUM LENGTH OF 12 INCHES OR 40 BAR DIAMETERS FOR CONCRETE, U.N.O.
- E. REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND TIES SHALL BE SECURED IN POSITION AND INSPECTED BY THE LOCAL BUILDING INSPECTOR PRIOR TO POURING OF ANY CONCRETE OR GROUTING.
- F. REINFORCEMENT TO BE WELDED TO STEEL MEMBERS SHALL CONFORM TO ASTM 706 AND SHALL REQUIRE CONTINUOUS INSPECTION.

2.03 REINFORCED CONCRETE

- A. ALL STRUCTURAL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI
- B. TYPICAL COVER FOR REINFORCING STEEL:

FOOTINGS: 3" WALLS: 1.5" WALLS AGAINST EARTH: 3"

BEAMS, GIRDERS AND COLUMNS: 3"

CONCRETE INFILL

APPROVAL NO.

MATERIALS: CEMENT SHALL CONFORM TO ASTM C-150, TYPE V PORTLAND CEMENT. FLY ASH SHALL CONFORM TO ASTM C-618, TYPE F FLY ASH. MAXIMUM ALLOWABLE SLUMP SHALL BE 4 INCHES, IN ACCORDANCE WITH ASTM C-143.

THE MIX SHALL INCLUDE THE FOLLOWING MATERIALS PER CUBIC YARD OF CONCRETE.

TYPE II PORTLAND CEMENT 200 LBS. TYPE F FLY ASH

SAND FOR CONCRETE SHALL MEET THE GRADATION REQUIREMENTS OF SECTION 200-1.5.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR PORTLAND CEMENT CONCRETE.

THE INTENT OF THIS CONCRETE MIX IS TO PROVIDE A MATERIAL WITH EROSION CHARACTERISTICS SIMILAR TO THAT OF THE EXISTING BLUFF.

CONCRETE SHALL BE PRODUCED IN A READY MIX PLANT, IN ACCORDANCE WITH ASTM C-94. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL FOR ALL PORTLAND CEMENT CONCRETE.

CONCRETE COLORATION SHALL UTILIZE MINERAL OXIDES TO PROVIDE AN EARTHEN COLOR OF THE CURED CONCRETE SIMILAR TO THE HUE OF THE NEARBY NATURAL ROCK EXPOSURES. CONTRACTOR SHALL SUBMIT COLORED SAMPLES OF CONCRETE FOR APPROVAL PRIOR TO USE.

B. PLACEMENT: CONCRETE SHALL BE ADEQUATELY VIBRATED AND COMPACTED DURING PLACEMENT.

STATEMENT OF SPECIAL INSPECTION

REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION: From CBC Table 1704.4

VERIFICATION & INSPECTION TASK		CONTINUOUSLY DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1.	INSPECTION OF REINFORCING STEEL, INCLUDING EPOXYING AND DOWELING INTO EXISTING, AND PLACEMENT.		х
4.	VERIFYING USE OF REQUIRED DESIGN MIX.		х
6.	INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	х	
7.	INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES. CONCRETE fc = 4,000 psi @ 28 DAYS		х
11.	INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		х

REQUIRED VERIFICATION AND INSPECTION OF SOILS: From CBC Table 1704.7

	VERIFICATION & INSPECTION TASK	CONTINUOUSLY DURING TASK LISTED	PERIODICALLY DURING TASK LISTED X
1.	VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		
2.	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		х
3.	PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS.		х
4.	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.	х	
5.	PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		х

SOILS NOTES:

I. IF FILL PLACEMENT IS REQUIRED AS PART OF CONTRACTOR'S MEANS AND METHODS, A COMPACTION REPORT SHALL BE COMPLETED AND SUBMITTED TO CITY OF SAN DIEGO LAND DEVELOPMENT DEPARTMENT AFTER COMPLETION OF FILL COMPACTION.

2. SOILS INSPECTIONS SHALL BE PERFORMED BY THE GEOTECHINICAL ENGINEER OF RECORD (OR THE GEOTECHNICAL ENGINEER'S REPRESENTATIVE).

REQUIRED VERIFICATION AND INSPECTION OF DRIVEN DEEP FOUNDATION **ELEMENTS:**

From CBC Table 1704.7

VERIFICATION & INSPECTION TASK		CONTINUOUSLY DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1.	VERIFY ELEMENT MATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	х	
2.	DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	х	
3.	OBSERVE DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	х	
4.	VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY, RECORD TIP AND BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.	х	

SPECIAL INSPECTION - GENERAL NOTES

- A. THE SPECIAL INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CBC CHAPTER I. DIVISION II. SECTION IIO. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTIONS REQUIRED BY A CITY INSPECTOR.
- B. CONTINUOUS INSPECTION IS ALWAYS REQUIRED DURING THE PERFORMANCE OF THE WORK UNLESS OTHERWISE SPECIFIED. WHEN WORK IN MORE THAN ONE CATEGORY OF WORK REQUIRING SPECIAL INSPECTION IS TO BE PERFORMED SIMULTANEOUSLY. OR THE GEOGRAPHIC LOCATION OF THE WORK IS SUCH THAT IT CANNOT BE CONTINUOUSLY OBSERVED IN AS DEFINED IN CBC SECTION 1702, IT IS THE AGENT'S RESPONSIBILITY TO EMPLOY A SUFFICIENT NUMBER OF INSPECTORS TO ASSURE THAT ALL THE WORK IS INSPECTED IN ACCORDANCE WITH THOSE PROVISIONS.
- C. THE SPECIAL INSPECTORS MUST BE CERTIFIED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES TO PERFORM THE TYPE OF INSPECTION SPECIFIED. **EXCEPTIONS:**
 - SOILS INSPECTIONS BY THE SOILS ENGINEER OF RECORD. SMOKE CONTROL SYSTEM, BY THE MECHANICAL ENGINEER OF RECORD. WHEN WAIVED BY THE BUILDING OFFICIAL.
- D. THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE REGISTERED AND APPROVED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES FOR TESTING OF MATERIALS, SYSTEMS, COMPONENTS AND EQUIPMENT.
- E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR INSPECTION AGENCY AL LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.
- F. WORK REQUIRING SPECIAL INSPECTION THAT IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE AT NO COST TO THE OWNER.
- G. FABRICATOR SHALL SUBMIT AN "APPLICATION TO PERFORM OFF-SITE FABRICATION" TO THE INSPECTION SERVICES DIVISION FOR APPROVAL PRIOR TO COMMENCEMENT OF FABRICATION.
- H. FABRICATOR SHALL SUBMIT A "CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION" TO THE INSPECTION SERVICES DIVISION PRIOR TO ERECTION OF FABRICATED ITEMS AND ASSEMBLIES.

- SPECIAL INSPECTION IS REQUIRED FOR FABRICATION OF MEMBERS AND ASSEMBLIES DONE IN A SHOP OF A FABRICATOR WHICH IS NOT APPROVED BY INSPECTION SERVICES. AN APPLICATION TO PERFORM OFF-SITE FABRICATION MUST BE SUBMITTED TO AND APPROVED BY INSPECTION SERVICES.
- J. SPECIAL INSPECTOR SHALL VERIFY THAT FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR INSPECTION CONTROL OF THE WORKMANSHIP AND FABRICATOR'S ABILITY TO CONFORM TO APPROVED CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. THE SPECIAL INSPECTOR SHALL REVIEW THE PROCEDURES FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENTS FOR FABRICATOR'S SCOPE OF
- K. FABRICATION OF MEMBERS AND ASSEMBLIES DONE IN A FABRICATOR'S SHOP APPROVED BY INSPECTION SERVICES NEED NOT HAVE CONTINUOUS OR PERIODIC SPECIAL INSPECTION. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT THE "CERTIFICATE OF COMPLIANCE" FORM TO INSPECTION SERVICES. (SECTION 1704.2.2, B.N.L. 17-6).

STRUCTURAL OBSERVATION

- I. PER C.B.C. CHAPTER I7 SECTION 1702. THE OWNER SHALL EMPLOY A LICENSED ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, OR HIS DESIGNATED ENGINEER OR ARCHITECT TO MAKE SITE VISITS TO OBSERVE GENERAL COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS, SPECIFICATIONS AND CHANGE ORDERS. FOR THE FOLLOWING:
 - A. PRIOR TO PLACEMENT OF CONCRETE IN FOUNDATION AND POURING OF SLAB. B. SUBSEQUENT TO THE INSTALLATION OF THE ROOF SLAB, PRIOR TO COVERING OF THE CONNECTIONS.
- 2. THE ENGINEER OR ARCHITECT SHALL SUBMIT A STATEMENT IN WRITING TO THE BUILDING OFFICIAL STATING THAT THE SITE VISIT HAS BEEN MADE AND THAT ANY
- 3. THE ENGINEER MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO EACH INDIVIDUAL CONCRETE PLACEMENT (POUR) OF THE CONCRETE FOUNDATION.

ADDITIONAL SPECIAL INSPECTION NOTES

DEFICIENCIES NOTED HAVE BEEN CORRECTED

I. NOTICE TO THE APPLICANT I OWNER I OWNER'S AGENT I ARCHITECT OR ENGINEER OF

BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS. CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.

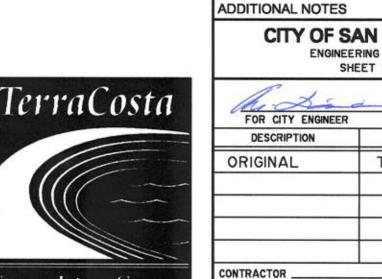
- 2. NOTICE TO THE CONTRACTOR / BUILDER / INSTALLER / SUB-CONTRACTOR / OWNER-BUILDER: BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 3. A PROPERTY OWNER'S FINAL REPORT FROM FOR WORK REQUIRED TO HAVE SPECIAL INSPECTIONS, TESTING AND STRUCTURAL OBSERVATIONS MUST BE COMPLETED BY THE PROPERTY OWNER, PROPERTY OWNER'S AGENT OF RECORD, ARCHITECT OF RECORD, OR ENGINEER OF RECORD AND SUBMITTED TO THE INSPECTION SERVICES DIVISION.
- 4. SPECIAL INSPECTION PROVISIONS AS SPECIFIED IN SECTION 1701 OF THE CURRENT CBC SHALL BE PROVIDED FOR PORTIONS OF THE STRUCTURAL WORK SHOWN IN THE DRAWINGS AS NOTED IN THE INSPECTION SCHEDULE.
- 5. THE OWNER OR THE ENGINEER OF RECORD SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION AS OUTLINED ON THE VERIFICATION AND INSPECTION SCHEDULES SHOWN ABOVE.
- 6. SPECIAL INSPECTION DOES NOT INTEND TO RELIEVE THE GENERAL CONTRACTOR OF HIS RESPONSIBILITIES TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND TO BE RESPONSIBLE FOR SAFETY ON JOB SITE.
- 7. THE SPECIAL INSPECTOR SHALL SUBMIT A SIGNED FINAL REPORT TO THE BUILDING DEPARTMENT, STRUCTURAL ENGINEER, AND THE OWNER HIS/HER KNOWLEDGE, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND APPLICABLE WORKMANSHIP PROVISIONS OF THE BUILDING CODE.

ADDITIONAL NOTE:

I. ANY SUPPORT SERVICES PERFORMED BY THE ENGINEER DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES WHICH ARE FURNISHED BY THE ENGINEER, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED PRIOR TO. DURING, OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.

CIP NO. 299131

IMPROVEMENT PLANS FOR:



INSPECTOR .

CITY OF SAN DIEGO, CALIFORNIA was N.O. B-12106 ENGINEERING & CAPITAL PROJECTS SHEET 8 OF IO SHEETS 4/4/13 PROJECT MANAGER BY APPROVED DATE FILMED TCG SECTION HEAD 1871950.3-6251941.4 NAD 83 COORDINATES 231-1690 LAMBERT COORDINATES DATE STARTED 35588-8-D

_ DATE COMPLETED_

BEACH ACCESS STAIRWAYS

DIAMOND STREET STAIRWAY

