



# Council Meeting Agenda

**JANUARY 13, 2021**  
**VIDEO CONFERENCE**  
**6:00 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Paul McNamara</b>
DEPUTY MAYOR	<b>Michel Morasco</b>
COUNCIL MEMBERS	<b>Consuelo Martinez</b> <b>Tina Inscoe</b> <b>Joe Garcia</b>
CITY MANAGER	<b>Jeffrey Epp</b>
CITY CLERK	<b>Zack Beck</b>
CITY ATTORNEY	<b>Michael McGuinness</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Mike Strong</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Julie Procopio</b>

## **COVID-19 PUBLIC SERVICE ANNOUNCEMENT**

Pursuant to Governor Newsom's Executive Orders, including N-25-20 and N-29-20: Certain Brown Act requirements for the holding of a public meeting have been temporarily suspended and members of the Escondido City Council and staff will participate in this meeting via teleconference. In the interest of reducing the spread of COVID-19, members of the public are encouraged to submit their agenda and non-agenda comments online at the following link: <https://www.escondido.org/agenda-position.aspx>. Council Chambers will be closed.

Public Comment: To submit comments in writing, please do so at the following link: <https://www.escondido.org/agenda-position.aspx>. If you would like to have the comment read out loud at the meeting (not to exceed three minutes), please write "Read Out Loud" in the subject line.

Depending on the volume and/or similarity of public comments, and pursuant to the City Council Rules of Procedure, the Mayor or Presiding Councilmember may limit the number of comments to be read and/or limit the amount of time each comment may be read. It is in the interests of members of the public who desire that their statement be read out loud to be mindful of this potential limitation when drafting their comment. The entirety of all comments received from the public will be made a part of the record of the meeting.

The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link: <https://www.escondido.org/meeting-broadcasts.aspx>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

### **ELECTRONIC MEDIA:**

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



# Council Meeting Agenda

**January 13, 2021  
6:00 P.M. Meeting**

## **Escondido City Council**

### **CALL TO ORDER**

#### **MOMENT OF REFLECTION:**

*City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.*

#### **FLAG SALUTE**

**ROLL CALL:** Garcia, Inscoc, Martinez, Morasco, McNamara

### **ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

### **CONSENT CALENDAR**

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

**1. [AFFIDAVITS OF PUBLICATION, MAILING AND POSTING \(COUNCIL/RRB\)](#)**

**2. APPROVAL OF WARRANT REGISTER (Council)**

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

- 348311 – 348555 dated December 9, 2020
- 348556 – 348749 dated December 16, 2020
- 348750 – 348975 dated December 23, 2020
- 348976 – 349154 dated December 30, 2020

**3. APPROVAL OF MINUTES: Regular Meeting of December 16, 2020**

**4. CALIFORNIA COMMUNITY HOUSING AGENCY ("CALCHA") MIDDLE-INCOME RENTAL HOUSING PROGRAM MEMBERSHIP -**

Request the City Council approve a financing model that supports the development of middle-income affordable housing and authorize the City Manager to execute purchase option agreement with CALCHA.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2021-09

**5. FINAL MAP, ESCONDIDO TRACT SUB13-0002, OAK CREEK PROJECT -**

Request the City Council approve the Final Map for Tract SUB13-0002, a 65 single- family lot Residential Subdivision located at the intersection of Miller Avenue and Hamilton Lane.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

**6. DISPOSITION OF A CITY OWNED PARCEL, LOCATED AT 235 EAST GRAND AVENUE, APN 233-082-09, AS EXEMPT SURPLUS PROPERTY -**

Request the City Council approve authorizing the Real Property Manager to execute documents necessary for the sale of a vacant city owned parcel; identified as APN 233-082-09.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-07

**7. LEASE AGREEMENT WITH ASOCIACION DE CHARROS DE EL CABALLO PARK, FMCH, ON A PORTION OF APN 225-141-40, LOCATED AT 3400 VALLEY CENTER ROAD -**

Request the City Council approve authorizing the Mayor to execute a Lease Agreement with Asociacion de Charros de El Caballo Park, Federacion Mexicana de Charrera (FMCH), for a portion of the property located at 3400 Valley Center Road.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-06

**8. SUMMARY VACATION OF A PORTION OF DONALD WAY PER STREETS AND HIGHWAYS CODE §8334(a) -**

Request the City Council approve authorizing the summary vacation of a portion of Donald Way in accordance with Section 8334(a) of the California Streets and Highways Code.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-03



**9. FY 2020-21 STATE OF CALIFORNIA CITIZENS' OPTION FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a FY 2020-21 Citizens' Option for Public Safety Program Grant in the amount of \$232,431; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

**10. DISARMING PROHIBITED PERSONS TEAM GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept Disarming Prohibited Persons Team (DPPT) Grant funds in the amount of \$50,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The California Department of Justice (Cal-DOJ) authorized the Police Department to spend its funds on overtime operations to ensure dangerous persons are not in possession of weapons. The operations will include consensual compliance checks of citizens that have been court-ordered to not own or carry guns.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

**11. FY 2019-20 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Police Department to accept a \$35,755 FY 2019-20 Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians and mandated National Incident-based Reporting System (NIBRS) training expenses.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

**12. FY 2019 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve accepting FY 2019 Operation Stonegarden Grant Funds in the amount of \$13,900 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, criminal gang activity, and weapons trafficking.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

## CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

13. [AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 32 OF THE MUNICIPAL CODE; AND ARTICLE 1 \(GENERAL PROVISIONS AND DEFINITIONS\), ARTICLE 6 \(RESIDENTIAL ZONES\), ARTICLE 16 \(COMMERCIAL ZONES\), ARTICLE 26 \(INDUSTRIAL ZONES\), ARTICLE 39 \(OFF-STREET PARKING\), ARTICLE 40 \(HISTORICAL RESOURCES\), ARTICLE 57 \(MISCELLANEOUS USE RESTRICTIONS\), AND ARTICLE 70 \(ACCESSORY DWELLING UNITS\) OF THE ESCONDIDO ZONING CODE -](#)

Approved on December 16, 2020 with a vote of 5/0

ORDINANCE NO. 2020-31R (Second Reading and Adoption)

## PUBLIC HEARINGS

14. [GENERAL PLAN AMENDMENT, ZONE CHANGE AND CONDITIONAL USE PERMIT \(PHG 19-0049 AND ENV 19-0006\) -](#)

Request the City Council approve a Zone Change from Light Industrial ("M-1") to Commercial General ("CG") zoning for property located at 900 W. Mission Avenue. In conjunction with this action, it is requested that the City Council adopt Resolution No. 2021-04 approving an Amendment to the General Plan land-use designation from Light Industrial ("LI") to General Commercial ("GC"); and adopt Resolution No. 2021-05 approving a Conditional Use Permit for the development of a proposed gasoline station/convenience store with concurrent sale of alcoholic beverages.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

a) RESOLUTION NO. 2021-04 and 2021-05

b) ORDINANCE NO. 2021-01 (First Reading and Introduction)

## CURRENT BUSINESS

15. [A\) AUTHORITY TO EXECUTE A STATE REVOLVING FUND INSTALLMENT SALE AGREEMENT FOR ENGINEERING AND CONSTRUCTION OF THE MEMBRANE FILTRATION/REVERSE OSMOSIS \("MFRO"\) FACILITY -](#)

Request the City Council approve execution of a loan agreement from the State Water Resources Control Board, Division of Financial Assistance. The loan, in the amount of \$45 Million, will be used for construction costs associated with the Membrane Filtration Reverse Osmosis Facility Project. The original loan amount may be reduced by future award of CA Proposition 1 funds. A portion of the debt service costs of this loan will be paid by funding from the MWD and SDCWA Local Resources.

Staff Recommendation: **Approval (Utilities Department: Christopher McKinney)**

RESOLUTION NO. 2021-01

**B) THIRD AMENDMENT TO THE DESIGN BUILD AGREEMENT FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY PROJECT -**

Request the City Council approve the execution of a Third Amendment to the Design Build Agreement for the MFRO Facility. Also request a budget adjustment to the Wastewater Enterprise Fund budget to pay engineering and construction costs of the amendment. The cost of the MFRO, product water pipeline, and pump station is \$65.5 million. Sources of funding are a CA Proposition 84 grant, a US Bureau of Reclamation Title XVI grant, an SRF Loan, MWD and SDCWA Local Resources Program funds, and Wastewater Fund CIP Reserves.

Staff Recommendation: **Approval (Utilities Department: Christopher McKinney)**

RESOLUTION NO. 2021-02

**16. FUTURE AGENDA ITEM POLICY -**

Request the City Council review the policy that allows for Councilmembers to place items on the Future Agenda per Deputy Mayor Morasco's request during the December 16, 2020 City Council Meeting.

Staff Recommendation: **None (Deputy Mayor Michael Morasco)**

**17. REVIEW OF CITY COUNCIL MEETING START TIME -**

Request the City Council review the time that City Council meetings are held per Deputy Mayor Morasco's request during the December 16, 2020 City Council Meeting.

Staff Recommendation: **None (Deputy Mayor Michael Morasco)**

**FUTURE AGENDA**

**18. FUTURE AGENDA -**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

**COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

**CITY MANAGER'S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

- **WEEKLY ACTIVITY REPORT -**

**ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
January 20	-	-	No Meeting (MLK Day)	-
January 27	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
February 3	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
February 10	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers

## TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

### AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

**AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING:** Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

### LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at [www.escondido.org](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

**Please turn off all cellular phones and pagers while the meeting is in session.**

**The City Council is scheduled to meet the first four Wednesdays  
of the month at 5:00 in Closed Session and 6:00 in Open Session.  
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the Community Development  
Commission, Escondido Joint Powers Financing Authority,  
and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION  
Monday-Friday 8:00 a.m. to 5:00 p.m.**



*If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.*

*Listening devices are available for the hearing impaired – please see the City Clerk.*



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING**



## CITY COUNCIL STAFF REPORT

Consent Item No. 2

January 13, 2020

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

348311 – 348555 dated December 9, 2020  
348556 – 348749 dated December 16, 2020  
348750 – 348975 dated December 23, 2020  
348976 – 349154 dated December 30, 2020

FISCAL ANALYSIS:

The total amount of the warrants for the following periods are as follows:

December 3 – December 9, 2020, is \$ 1,553,120.29  
December 10 – December 16, 2020, is \$ 2,585,074.89  
December 17 – December 23, 2020, is \$ 1,702,526.82  
December 24 – December 30, 2020, is \$ 1,180,273.90

BACKGROUND:

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



**December 16, 2020**  
**5:00 p.m. Meeting**  
Mitchell Room  
**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. on December 16, 2020 in the Mitchell Room and in the City Council Chambers at City Hall with Mayor McNamara presiding.

**ATTENDANCE**

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoe, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

**ORAL COMMUNICATIONS**

None.

**CLOSED SESSION: (COUNCIL/RRB)**

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code §54956.8)**
  - a. **Property:** 3400 Burnet Dr., APN 2251414000  
**City Negotiator:** Jeffrey Epp, City Manager, or designee  
**Negotiating Parties:** Association de Charros de El Caballo Park  
**Under Negotiation:** Terms of Agreement
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
  - a. Daniel Sundquist v. City of Escondido  
Case No. 37-2019-00022784-CU-PO-NC
- III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
  - a. 1 matter (Potential litigation regarding Ordinance No. 2020-24)
  - b. 1 matter (Potential litigation regarding ROPS21-22)
- IV. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
  - a. **Agency representative:** Jeffrey Epp (City Manager) and/or designee  
**Employee organization:** Escondido Police Officers' Association
  - b. **Agency representative:** Jeffrey Epp (City Manager) and/or designee  
**Employee organization:** Escondido Firefighters' Association

**ADJOURNMENT**

Mayor McNamara adjourned the meeting at 5:50 p.m.

**December 16, 2020**

## 6:00 P.M. Meeting

### Escondido City Council

#### CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on December 16, 2020 in the Mitchell Room and in the City Council Chambers at City Hall with Mayor McNamara presiding.

#### MOMENT OF REFLECTION

Zack Beck, City Clerk led the Moment of Reflection

#### FLAG SALUTE

Michael McGuinness, City Attorney, led the Flag Salute

#### ATTENDANCE

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoc, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

#### CLOSED SESSION REPORT

**COUNCIL ACTION ON ITEMS 3A AND 3B: Approved 5/0**

#### ORAL COMMUNICATIONS

None.

#### CONSENT CALENDAR

**MOTION:** Moved by Councilmember Martinez and seconded by Deputy Mayor Morasco to approve all consent calendar items. Approved unanimously.

**1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)**

**2. APPROVAL OF WARRANT REGISTER (Council)**

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 347418 – 347640 dated November 10, 2020
- 347641 – 347896 dated November 18, 2020
- 347897 – 348062 dated November 24, 2020
- 348063 – 348310 dated December 2, 2020

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

**3. APPROVAL OF MINUTES: Regular Meeting of November 18, 2020**

4. **ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006 -**

Request the City Council receive and file the Annual Financial Report on Development Impact Fees. (File Code No. 0480-45)

Staff Recommendation: **Receive and File (Finance Department: Christina Holmes)**

5. **PUBLIC SERVICES AGREEMENT WITH INVOICE CLOUD, INC. TO PROVIDE ELECTRONIC PAYMENT AND BILLING SERVICES -**

Request the City Council approve authorizing the Mayor to execute a five year Public Service Agreement with Invoice Cloud, Inc. (File Code No. 0600-10, A-3229)

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-163

6. **ADOPTION OF RESOLUTION NO. 2020-166 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS21-22") FOR JULY 2021 THRU JUNE 2022 -**

Request the City Council approve the Recognized Obligation Payment Schedule ("ROPS 21-22") so that the Successor Agency may continue to make payments due for enforceable obligations. (File Code No. 0440-35)

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-166

7. **FINANCIAL REVIEW OF REIDY CREEK GOLF COURSE AND BUDGET ADJUSTMENT REQUEST-**

Request the City Council review the City's financial obligations due to Reidy Creek and approve a budget adjustment for the fiscal year ending June 30, 2020 operating results. (File Code No. 0430-86)

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

8. **PROPOSED MILLS ACT AGREEMENT AND CEQA EXEMPTION FOR 153 EAST 6<sup>th</sup> AVENUE (CASE NO. HP 19-0002) -**

Request the City Council approve entering into a Mills Act Contract with the owner of 153 W. 6th Avenue. In addition, it is requested the City Council approve the CEQA exemption. (File Code No. 0880-10)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-168

9. **LEASE AGREEMENT WITH JOHN & ANN O'FLYNN dba LAKE WOHLFORD RESORT ON A PORTION OF A CITY OWNED PARCEL (APN:190-110-17), LAKE WOHLFORD ROAD, COUNTY OF SAN DIEGO -**

Request the City Council approve authorizing the Mayor to execute a Lease Agreement with John & Ann O'Flynn on a City owned parcel located on Lake Wohlford Road in the County of San Diego (APN 190-110-17). (File Code No. 0600-10, A-3184)

Staff Recommendation: **Approval (Engineering Department: Julie Procopio)**

RESOLUTION NO. 2020-161

**10. FY 2020-21 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve and authorize the Escondido Police Department to accept a FY 2020-21 Department of Alcoholic Beverage Control Grant in the amount of \$20,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. This grant will fund grant-required training, overtime, and overhead expenses for officers to conduct operations related to alcohol sales to minors and to enhance local efforts to reduce alcohol-related problems in the community. (File Code No. 0480-70)

Staff Recommendation: **Approval (Police Department: Edward Varso)**

RESOLUTION NO. 2020-169

**11. FY 2019-20 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept \$80,000 of FY 2019-20 Regional Realignment Response Grant funds; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. Escondido's allocation is used to support regional and local suppression operations. Funds must be used for police officer overtime and associated overhead. (File Code No. 0480-70)

Staff Recommendation: **Approval (Police Department: Edward Varso)**

**12. FY 2019 STATE HOMELAND SECURITY GRANT PROGRAM AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept FY 2019 State Homeland Security Grant funds in the amount of \$115,710; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The County of San Diego Office of Emergency Services authorized the City of Escondido to spend its funds on equipment to support regional, public safety projects. The Fire Department will utilize \$57,440 to purchase VHF portable and mobile radios. The Police Department will utilize \$58,270 to purchase computers, monitors, investigative software, and medical kits. (File Code No. 0480-70)

Staff Recommendation: **Approval (Police Department: Edward Varso, Fire Department: Rick Vogt)**

**CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

**13. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING A MASTER AND PRECISE DEVELOPMENT PLAN TO SUPPORT THE NUTMEG HOMES PROJECT PROPOSAL ON THE SOUTH PORTION OF THE PROJECT SITE -**

Approved on November 18, 2020 with a vote of 4/0

ORDINANCE NO. 2020-30 (Second Reading and Adoption)

## PUBLIC HEARINGS

**14. ANNUAL CODE CLEAN-UP AND AMENDMENTS TO THE MUNICIPAL CODE AND ZONING CODE (PL20-0636) -**

Request the City Clerk approve amending various sections of the Zoning Code. The proposal involves minor amendments to Chapter 32 of the Municipal Code; and Article 1 ("General Provisions and Definitions"), Article 6 ("Residential Zones"), Article 16 ("Commercial Zones"), Article 19 ("Planned Development Zone"), Article 26 ("Industrial Zones"), Article 39 ("Off-Street Parking"), Article 40 ("Historical Resources"), Article 57 ("Miscellaneous Use Restrictions"), and Article 70 ("Accessory Dwelling Units") of the Escondido Zoning Code. The proposal also includes the adoption of the environmental determination prepared for the project. (File Code No. 0810-20)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

ORDINANCE NO. 2020-31 (First Reading and Introduction)

**MOTION:** Moved by Councilmember Martinez and seconded by Councilmember Garcia to approve amending various sections of the Zoning Code. The proposal involves minor amendments to Chapter 32 of the Municipal Code; and Article 1 ("General Provisions and Definitions"), Article 6 ("Residential Zones"), Article 16 ("Commercial Zones"), Article 19 ("Planned Development Zone"), Article 26 ("Industrial Zones"), Article 39 ("Off-Street Parking"), Article 40 ("Historical Resources"), Article 57 ("Miscellaneous Use Restrictions"), and Article 70 ("Accessory Dwelling Units") of the Escondido Zoning Code. The proposal also includes the adoption of the environmental determination prepared for the project. Approved unanimously.

**15. DENSITY BONUS, TENTATIVE SUBDIVISION MAP, AND CONDOMINIUM PERMIT FOR A TEN-UNIT CONDOMINIUM DEVELOPMENT FOR HABITAT FOR HUMANITY -**

Request the City Council approve a Tentative Subdivision Map and Condominium Permit for the development of ten for-sale units on a 0.6-acre site at 245 East El Norte Parkway (APN 229-040-14). The project developer is Habitat for Humanity, and all units would be reserved for low-income households. All units will have three bedrooms and 2.5 bathrooms, a private two car garage, and an enclosed private yard with patio. A common area will include various recreational and social amenities. A density bonus request is included with the project. (File Code No. 0800-10)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-164

**MOTION:** Moved by Councilmember Martinez and seconded by Councilmember Garcia to approve a Tentative Subdivision Map and Condominium Permit for the development of ten for-sale units on a 0.6-acre site at 245 East El Norte Parkway (APN 229-040-14). The project developer is Habitat for Humanity, and all units would be reserved for low-income households. All units will have three bedrooms and 2.5 bathrooms, a private two car garage, and an enclosed private yard with patio. A common area will include various recreational and social amenities. A density bonus request is included with the project. Approved unanimously.

**16. APPROVAL TO AMEND FISCAL YEAR 2019-2020 HUD ANNUAL ACTION PLAN ("THIRD AMENDMENT") AND BUDGET ADJUSTMENT -**

Request the City Council approve amending the FY 2019-2020 HUD Action Plan, accepting the new Coronavirus Aid, Relief, and Economic Security ("CARES") Act funds from the Department of Housing and Urban Development ("HUD") and creating new projects to prevent, prepare for, and respond to COVID-19. (File Code No. 0430-80)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-170

**MOTION:** Moved by Councilmember Martinez and seconded by Councilmember Inscoe to approve amending the FY 2019-2020 HUD Action Plan, accepting the new Coronavirus Aid, Relief, and Economic Security ("CARES") Act funds from the Department of Housing and Urban Development ("HUD") and creating new projects to prevent, prepare for, and respond to COVID-19. Approved unanimously.

### **CURRENT BUSINESS**

**17. REVIEW AND UPDATE OF CURRENT CITY COUNCIL SUBCOMMITTEE MEMBER ASSIGNMENTS -**

Request the City Council make determinations and ratify members to serve on the Council/Mayoral appointed subcommittees per the attached listing. (File Code No. 0610-55)

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

**MOTION:** Moved by Councilmember Garcia and seconded by Councilmember Inscoe to ratify members to serve on the Council/Mayoral appointed subcommittees. Approved unanimously.

### **FUTURE AGENDA**

**18. FUTURE AGENDA -**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

**Councilmember Morasco – Requested two items be placed on the Future Agenda, 1) Review Council Meeting start times, 2) Review how many Councilmembers are required to place an item on the Future Agenda.**

### **COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

**Councilmember Martinez - Wished everyone Happy Holidays. Attended Boards and Commissions Subcommittee Meetings. Met with Counsel General of Mexico.**

**Councilmember Inscoe - Wished everyone Happy Holidays. Expressed gratitude to the City Manager's Office and City staff for helping with the transition. Requested people support our local businesses.**

**Councilmember Garcia - Wished everyone Happy Holidays. Expressed gratitude to the City Manager's Office and City staff for helping with the transition. Met with Counsel General of Mexico.**

**Deputy Mayor Morasco - Wished everyone Happy Holidays. Will provide a presentation regarding organic waste in Escondido at a future time.**

**Mayor McNamara: Wished everyone Happy Holidays. Attended the Boards and Commissions subcommittee meeting. Met with Counsel General of Mexico.**

## **CITY MANAGER'S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

- **WEEKLY ACTIVITY REPORT -**

## **ORAL COMMUNICATIONS**

None.

## **ADJOURNMENT**

Mayor McNamara adjourned the meeting at 6:45 p.m.





# CITY COUNCIL STAFF REPORT

**Consent Item No. 4**

**January 13, 2021**

**File No. 0875-55**

**SUBJECT:** California Community Housing Agency ("CALCHA") Middle-Income Rental Housing Program Membership

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

It is requested that the City Council Adopt a Resolution No. 2021-09, authorizing the City of Escondido ("City") to become an Additional Member of the California Community Housing Agency ("CalCHA"); supporting CalCHA's issuance of tax-exempt bonds for the production, preservation, and protection of essential middle-income rental housing; and authorizing the City Manager to enter into purchase option agreements with CalCHA for essential middle-income rental housing created within City limits.

**FISCAL IMPACT:**

Under the CalCHA arrangement, the City is not a direct party to the real estate transaction nor financial transaction. The bonds to be issued by the CalCHA for the project will be the sole responsibility of CalCHA, and the City will have no financial, legal, moral obligation, liability, or responsibility for the project or the repayment of the bonds. The City will have no responsibility for managing or maintaining the property unless it chooses to exercise its options and acquire the property. If a Purchase Option Agreement is exercised between Year 15 and Year 30, a fiscal impact could result from the acquisition. Should property acquired through the Program generate income through surplus cash flow or a one-time sale, the City would receive the generated income.

While the project will stabilize much needed middle-income housing and has the potential for generating revenue from operating revenue or sales proceeds, the City will lose property tax revenue received from any existing rental properties acquired using this model. While the City does not wish to reduce its property tax base, one of the Council's goal to create affordable housing units in the Escondido community. The benefit of being able to offer additional moderate-income housing during the regional housing shortage and beyond is of greater value to the City.

**PROJECT DESCRIPTION:**

The CalCHA is a California joint powers authority and political subdivision of the State, which was specifically founded with the purpose of providing, preserving, protecting, and supporting middle-income housing production throughout California. Upon receiving necessary local approvals, CalCHA issues governmental purpose bonds for the purpose of financing projects that provide, preserve and support affordable local housing for low-income, moderate-income and middle-income families and individuals. For the Program to acquire properties in Escondido, the City would first need to become an Additional Member of CalCHA.

BACKGROUND AND ANALYSIS:

Increasing the affordability and availability of housing has been a priority of the City Council throughout the housing crisis. The City's affordable housing programs have created both affordable homeownership and rental opportunities for low- and moderate-income households. Because of the structure of State and federal funding sources, as well as the State Density Bonus Law, affordable rental housing targets almost exclusively lower-income households, particularly those with incomes below 80 percent of area median income ("AMI"). Through providing below-market rents and capping annual increases, CalCHA creates immediate benefits for California's middle-income work force who may not qualify for traditional affordable rental housing programs, yet are increasingly priced out of the communities where they work. CalCHA provides/creates additional public benefit through granting all surplus economics to its member partners. As of this writing, the following members are listed on the CalCHA website (<https://www.calcha.org/general-information/members/>), consisting of twenty agencies, including one agency in the San Diego region (i.e. City of La Mesa).

- Kings County
- Kings County Housing Authority
- City of Santa Rosa
- City of Fairfield
- City of Menlo Park
- Marin County
- City of Larkspur
- City of Napa
- City of Mountain View
- City of Livermore
- City of Glendale
- Glendale Housing Authority
- City of Hayward
- City of Dublin
- City of Walnut Creek
- City of Rancho Cordova
- City of La Mesa
- City of Carson
- Housing Authority of Santa Barbara
- City of Morgan Hill

ANALYSIS:

Through its Essential Middle-Income Rental Housing Program (Program), CalCHA acquires existing market-rate apartment communities through the issuance and sale of its own governmental purpose bonds. As a governmental entity, CalCHA is granted a 100% property tax exemption for each property it acquires. These complexes are then converted to rent-restricted units for Low-Income, Median-Income, and Moderate-Income households earning no more than 120 percent of AMI. Under the Program, no existing tenants are displaced. Rents on affordable units created through this Program would be capped at a maximum of 35 percent of the applicable percentage of AMI, and annually rent increase percentages are also capped at a maximum of 4 percent, which is well below the limits allowed with AB1482. All new tenants would need to income-qualify.

The City would not be a direct party to the real estate transaction or financial transaction. The bonds issued by CalCHA for a project are payable solely out of the revenues and receipts derived from the project being financed and are not obligations of the City. For the Program to acquire properties in Escondido, the City would first need to become an Additional Member of CalCHA. Before a property is acquired under the Program, the City would need to sign a Purchase Option Agreement for the specific property, which allows but does not obligate the City, at its sole discretion, to purchase the property between Year 15 and Year 30 of the bonds. To maintain housing affordability beyond 30 years, the most likely outcome would be for the City to assign its purchase option to a non-profit housing corporation. Additionally, the City would receive any surplus cash flow from the property during the life of the bonds. If the City elects not to exercise its purchase option, CalCHA maintains the right to sell the property after Year 30, at which time all net sale proceeds would be granted to the City. The City has the option of directing any revenues it may receive from the Program to be used for affordable housing, or the City could opt to keep the revenue unrestricted.

Although it is unknown how many, if any, properties would be acquired through the Program, joining the JPA would bring the possibility of increased affordable housing opportunities to the City that is not dependent on local subsidy, and would provide rental housing affordable to middle income renters, who often do not have access to rent regulated affordable rental housing.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Mike Strong*, Director of Community Development

01/06/21 4:18 p.m.

ATTACHMENTS:

1. Resolution No. 2021-09

RESOLUTION NO. 2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY TO BECOME AN ADDITIONAL MEMBER OF THE CALIFORNIA COMMUNITY HOUSING AGENCY ("CALCHA"); SUPPORTING CALCHA'S ISSUANCE OF TAX-EXEMPT BONDS FOR THE PRODUCTION, PRESERVATION AND PROTECTION OF ESSENTIAL MIDDLE-INCOME RENTAL HOUSING; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO PURCHASE OPTION AGREEMENTS WITH CALCHA FOR ESSENTIAL MIDDLE-INCOME RENTAL HOUSING CREATED WITHIN CITY LIMITS

WHEREAS, one of the primary goals of the City of Escondido ("City") is to meet the growing housing needs of its residents by actively supporting the production, preservation and protection of market-rate and affordable rental housing for all; and

WHEREAS, no existing Federal, State, or local subsidies, programs, or motivations currently exist to meaningfully address the growing shortfall of protected middle-income rental housing; and

WHEREAS, the California Community Housing Agency ("CalCHA") is a Joint Powers Authority created specifically to produce, preserve and protect quality affordable rental housing made available to California's essential middle-income workforce; and

WHEREAS, CalCHA intends to acquire existing rental properties within City limits and restrict future occupancy to middle-income households earning no more than 120% of area median income; and

WHEREAS, CalCHA will avoid the displacement of existing residents, implement

regulatory agreements restricting the incomes and rents of future residents, and impose caps on the annual rent increases of qualified middle-income households; and

WHEREAS, CalCHA will finance its acquisitions through the issuance of tax-exempt bonds, and in order for CalCHA to issue tax-exempt bonds in Escondido, the City must be an Additional Member of CalCHA; and

WHEREAS, the City proposes to become an Additional Member of CalCHA pursuant to Section 12 of the Joint Exercise of Powers Agreement Relating to the California Community Housing Agency; and

WHEREAS, subsequent to becoming an Additional Member of CalCHA, any existing rental housing within City limits which CalCHA intends to acquire and finance with tax-exempt bonds must receive support and approval from the City; and

WHEREAS, the City proposes to support and approve CalCHA's issuance of tax-exempt bonds for the acquisition of existing rental properties as a means towards the preservation and protection of essential middle-income rental housing within City limits; and

WHEREAS, CalCHA's issuance of tax-exempt bonds will provide public benefit through the production, preservation and protection of below-market-rate rental housing, as well as the granting of all surplus project revenues to the City; and

WHEREAS, pursuant to one or more purchase option agreements (the "Purchase Option Agreements") between CalCHA and the City, CalCHA will grant the City the option, but never the obligation, to purchase each essential middle-income rental housing property commencing on the date fifteen (15) years after CalCHA's acquisition of such property; and

WHEREAS, the Purchase Option Agreements will additionally provide the City with all surplus project revenues from each essential middle-income rental housing property; and

WHEREAS, the City will maintain the option to exercise such Purchase Option Agreements for a period of fourteen (14) years following the commencement dates of the Purchase Option Agreements for each essential middle-income rental housing property; and

WHEREAS, the City proposes to authorize the City Manager to enter into Purchase Option Agreements with CalCHA for all essential middle-income rental housing created within City limits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council hereby authorizes the City to become an Additional Member of CalCHA and authorizes the Mayor to execute the Joint Exercise of Powers Agreement Relating to the California Community Housing Agency, subject to approval as to form by the City Attorney.
3. That the City Council hereby supports and approves CalCHA's issuance of tax-exempt bonds as a means towards the production, preservation and protection of essential middle-income rental housing within City limits.
4. That the City Council hereby authorizes the City Manager to enter into Purchase Option Agreements with CalCHA for all essential middle-income rental housing created within City limits, subject to approval as to form by the City Attorney.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 5**

**January 13, 2021**

**File No. 0800-10**

SUBJECT: Final Map, Escondido Tract SUB13-0002, Oak Creek Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council approve the Final Map for Tract SUB13-0002, Oak Creek Project ("Project"). This Project is a 65-lot, single-family residential subdivision, located southwest of the intersection of Miller Avenue and Hamilton Lane.

FISCAL ANALYSIS:

The cost for review of the Final Map is paid for by the developer, KB HOME Coastal Inc., a California corporation ("Developer"), in accordance with the adopted fee schedule.

PREVIOUS ACTION:

The Planning Commission recommended approval of this project on January 27, 2015 as Resolution Number 6035, and subsequently the City Council approved the Project on March 4, 2015, pursuant to Resolution 2015-27. The Project was then granted an extension of time by the City Council on April 18, 2018, pursuant to Resolution 2018-46.

BACKGROUND:

This item requests the City Council approve the Final Map for the Oak Creek Project. The Developer has processed improvement plans and provided securities for the construction of drainage, utility, and street improvements required by the Project conditions of approval. City of Escondido ("City") staff has examined this Final Map and found it to be mathematically correct and in substantial conformance to the approved Tentative Map, and is subject to the conditions of approval. This Final Map conforms to the provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval. The Planning Department has reviewed and approved this Final Map.

City staff have been working with the Developer over the past year to help resolve an issue related to construction of drainage improvements necessary for the Project. The conditions of approval require that the Developer build a storm drain crossing Felicita Avenue that is necessary to convey drainage from the project area and to allow construction of homes outside of the drainage course. The conditions require that the Developer obtain approval from the County of San Diego to build the storm drain that extends onto Felicita Park; however, the Developer has not obtained this approval or otherwise acquired the necessary offsite property interest. The City and Developer have executed a Subdivision Improvement Agreement that allows the City to acquire the offsite property interest



through either negotiation with the County or through eminent domain. The Developer will be responsible for all costs required to secure the offsite property interest and for construction of the drainage improvements, including any legal costs, if necessary. An additional deposit has been posted by the Developer to pay for these anticipated costs. City staff will update the City Council on the status of our coordination with the County of San Diego.

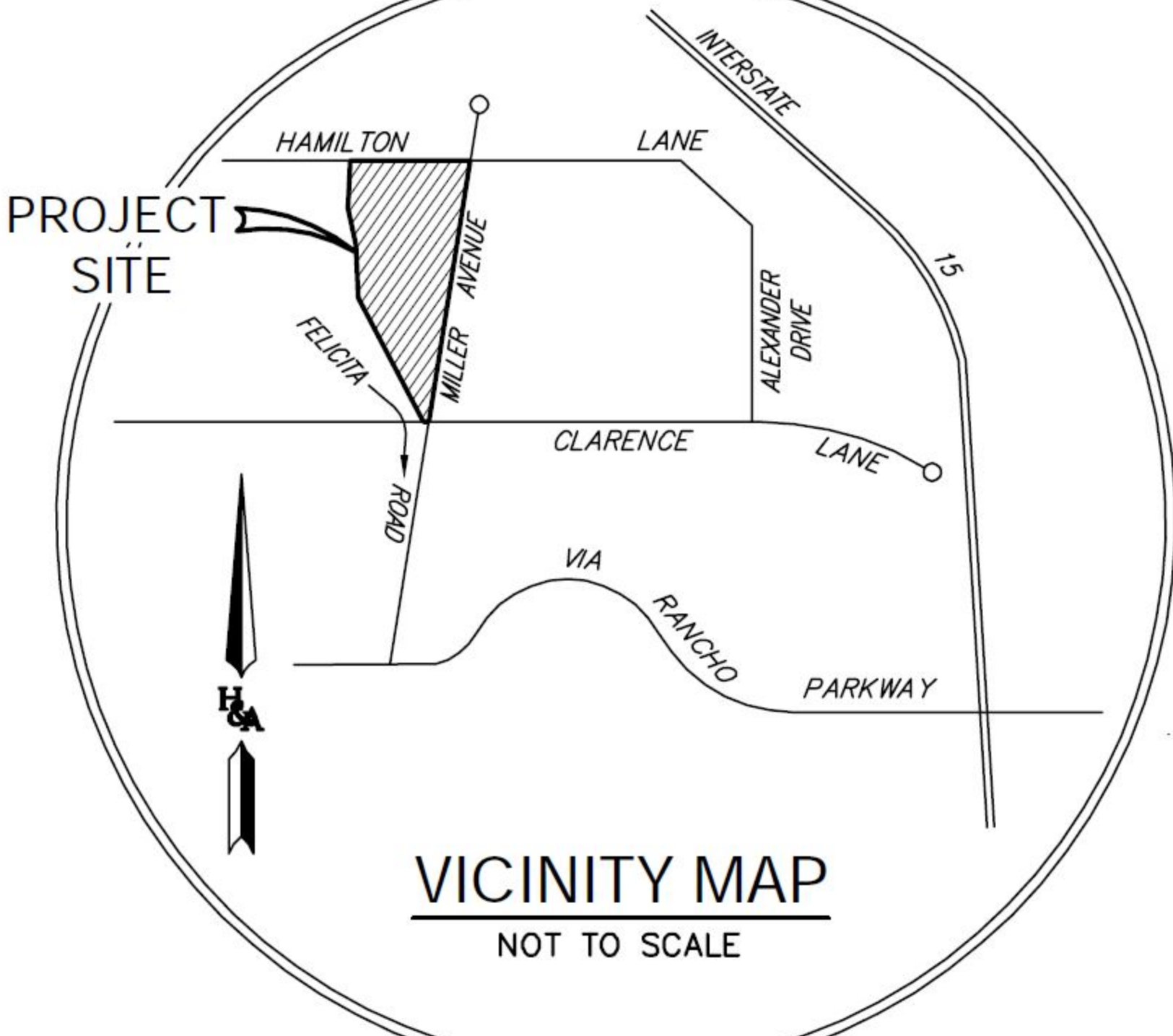
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services

01/06/21 4:38 p.m.

ATTACHMENTS:

1. Attachment 1 – Site Location Map
2. Attachment 2 – Subdivision Improvement Agreement



PROJECT  
SITE

HAMILTON

LANE

INTERSTATE

15

FELICITA

MILLER AVENUE

ALEXANDER DRIVE

CLARENCE

LANE

ROAD

VIA

RANCHO

PARKWAY

H&A

VICINITY MAP

NOT TO SCALE

**EXEMPT FROM FEES** pursuant to  
Gov't Code §§ 6103, 27383, and 27388.1  
(filing requested/executed by municipality)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City Attorney's Office  
City of Escondido  
201 North Broadway  
Escondido, CA 92025  
Attention: Michael R. McGuinness

*This Space for Recorder's Use Only*

### SUBDIVISION IMPROVEMENT AGREEMENT

This SUBDIVISION IMPROVEMENT AGREEMENT ("**Agreement**") is made and entered into effective this 9 day of December, 2020 ("**Effective Date**"), by and between the City of Escondido, a California municipal corporation ("**City**") and KB HOME Coastal Inc., a California corporation ("**Subdivider**"). (The City and Subdivider may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

#### RECITALS

A. Subdivider is developing a 65-residential-unit subdivision project known as the Oak Creek project, on a tract of land consisting of 37.6 acres, lying in the City of Escondido, County of San Diego, known as Tentative Tract No. SUB13-0002, as further described in Exhibit A, attached hereto and incorporated herein by this reference ("**Subdivision**").

B. On March 4, 2015, the City Council approved the Subdivision and related entitlements, including its tentative map ("**Tentative Map**"), and certified an Environmental Impact Report ("**EIR**") for the Subdivision (collectively, the "**Entitlements**").

C. Pursuant to, and as depicted on, the Tentative Map, and as a condition of the Subdivision's approval, the Subdivider is required to make certain public drainage improvements ("**Drainage Improvements**") on land owned by and within the jurisdiction of the County of San Diego ("**Offsite Property Interest**").

D. In accordance with the Entitlements, Subdivider submitted an application with the County for the issuance of permits necessary to install the Drainage Improvements ("**County Approvals**"). After multiple meetings and correspondence with County staff, Subdivider notified the City that it reached impasse on its application because the County has taken the position that (i) the potential environmental effects of the Drainage Improvements were not adequately analyzed in the EIR, and (ii) additional environmental review by the County pursuant to the California Environmental Quality Act ("**CEQA**") is required for the County's consideration and processing of Subdivider's application. Conversely, Subdivider asserts that the EIR adequately analyzed the

## Attachment 2

Drainage Improvements and the CEQA review that has been demanded by the County is not authorized or required by law.

E. Consequently, at the time of execution of this Agreement, Subdivider has not obtained the County Approvals, the City has not acquired the Offsite Property Interest, and Subdivider has not installed the Drainage Improvements.

F. Subdivider now seeks City approval of a final subdivision map for the Subdivision (“**Final Map**”). Pursuant to the authority under Government Code sections 66462 and 66462.5, the City has elected to address the Parties’ obligations and rights related to the construction of the Drainage Improvements and acquisition of the Offsite Property Interest, if required, in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Obligations.

2.1 *Acquiring Offsite Property Interest.*

2.1.1 Subject to approval of the Final Map by the City Council, the City has elected to pursue acquisition of the Offsite Property Interest from the County by negotiation or eminent domain proceedings pursuant to Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure (“**Acquisition Process**”). The City shall use commercially reasonable efforts to acquire the Offsite Property Interest. The City shall have the sole and absolute control and discretion over the Acquisition Process, regardless of whether Subdivider requests a particular course of action. The City, however, does not herein make any representations as to timing or cost, and the City does not herein guarantee that the City will actually acquire the Offsite Property Interest. Subdivider shall cooperate, and Subdivider shall not interfere, with the City’s efforts to acquire the Offsite Property Interest.

2.1.2 In no instance shall Subdivider be deemed to be relieved from its obligations to pay all costs and expenses reasonably incurred by the City in connection with the Acquisition Process pursuant to Government Code section 66462.5(d), including but not limited to any costs and expenses for the use of City staff and resources, consultant or expert fees, or attorney’s fees (including attorney’s fees for outside counsel incurred before the Effective Date in the amount of \$825.00), regardless of whether such costs are covered by the Security described in Paragraph 4.1 of this Agreement (collectively, the “**Acquisition Costs**”). Except as required by a final order of a court after City opposition, or as otherwise agreed in writing by Subdivider in its sole and absolute discretion, the cost of environmental review or studies, County fees, County charges, County deposits, County processing costs, or County compensation of any kind (other than the value of the Offsite Property Interest) that may be incurred or expended by the City shall be at the City’s sole cost

## Attachment 2

and expense, and shall not be included in the Acquisition Costs. The City agrees to provide regular updates to Subdivider, if Subdivider so requests, on the status of acquisition efforts, including without limitation budgets for anticipated Acquisition Costs and timeline for the expected completion of the Acquisition Process. The City agrees to consider in good faith comments and suggestions from Subdivider with respect to the Acquisition Process.

2.1.3 If the City is unable to obtain the Offsite Property Interest through the Acquisition Process despite its commercially reasonable efforts, not later than thirty (30) days following written request from the City, Subdivider shall pay to the City an amount sufficient to cover all incurred Acquisition Costs not yet paid, and an additional \$105,000. Upon such occurrences and payment, Subdivider's obligations with regard to the Drainage Improvements under this Agreement and the Entitlements shall be deemed satisfied in full.

2.2 *Construction of Drainage Improvements.* Pursuant to Government Code section 66462.5(c), upon the acquisition of the Offsite Property Interest, the Drainage Improvements thereafter shall be constructed by Subdivider (including without limitation all permitting, approvals, surveying, design, engineering, and planning related thereto), and shall be maintained by Subdivider, at Subdivider's sole liability, cost, and expense, and the City shall not have any obligation in connection with such construction or maintenance (although this maintenance obligation shall not control over any post-construction acceptance of the Drainage Improvements by the City, in which case the terms of the acceptance shall control). Subdivider shall obtain (and thereafter maintain until the Drainage Improvements are completed) at its sole cost and expense all necessary permits and approvals from all applicable governmental agencies or authorities before commencing any work on the Drainage Improvements, and shall deliver copies thereof to the City upon request. Subdivider shall construct the Drainage Improvements in compliance with all applicable laws and regulations, including but not limited to the requirements of the Escondido Municipal Code and the Subdivision Map Act of the State of California, and in accordance with the Improvement Plans For: Felicita Road, Hamilton Lane & Miller Avenue (P18-0010) approved by the City Engineer on November 16, 2020, and any changes or alterations in the Drainage Improvements as required by a final order of a court after City opposition, or as otherwise agreed in writing by Subdivider in its sole and absolute discretion, and to pay, at Subdivider's sole cost and expense, for any materials, provisions, or other supplies used in relation to the performance of work on the Drainage Improvements, and for any work or labor done thereon of any kind.

2.3 *City Council Review of Final Map.* The City Council's review of Subdivider's Final Map shall be placed on the Agenda for a meeting of City Council to take place within forty-five (45) days after the Effective Date of this Agreement ("**Final Map Hearing**"). Nothing within this Agreement shall be deemed to constitute the City Council's approval of the Final Map, and the City Council retains the right to approve or deny the Final Map as otherwise authorized by law.

2.4 *Conduct of Construction.* In the event the City acquires the Offsite Property Interest, Subdivider shall follow, and cause its contractors and subcontractors to follow, prudent construction industry safety practices with respect to the construction of the Drainage Improvements and related activities occurring on or near the Subdivision. Subdivider shall construct the Drainage Improvements in a good and workmanlike manner by qualified and licensed contractors and subcontractors and in compliance with all City-approved plans, permits, and conditions. Subdivider shall comply with all applicable laws, regulations, permits, and approvals in connection with its work and activities contemplated herein, including without limitation compliance with applicable City,

## Attachment 2

state, and federal governmental and regulatory requirements with respect to drainage, erosion control, and the National Pollution Discharge Elimination System and Storm Water Pollution Prevention Plans, if applicable. Subdivider shall construct the Drainage Improvements in a manner that does not damage existing public improvements, notwithstanding, however, that if such damage does occur, the City Engineer shall have the exclusive authority to determine the existence and extent of any such damage, and such damage shall be corrected by the Subdivider, at its sole liability, cost, and expense.

2.5 *Timing of Construction.* In the event the City acquires the Offsite Property Interest, Subdivider shall provide the City with fifteen (15) days' prior written notice of the commencement of construction of the Drainage Improvements. Once construction of the Drainage Improvements is commenced, Subdivider shall promptly and diligently pursue such construction to completion. Subject to force majeure events (consisting of war, changes in law or government regulation, labor disputes, strikes, fires, floods, adverse weather or other similar condition of the elements necessitating cessation of performance, or other specific reasons agreed to between the City and Subdivider), Subdivider agrees to complete construction of the Drainage Improvements on or before twelve (12) months from the date of the City's written notification to Subdivider that it has acquired the Offsite Property Interest; provided, however that the City Engineer may, in the City Engineer's absolute discretion, extend the time within which the Drainage Improvements shall be completed for additional periods not to exceed six (6) months each if the City Engineer is of the opinion that granting the extension will not be detrimental to the public welfare. No such extensions shall be made except upon the basis of a written application made by Subdivider, stating fully the grounds of the application and the facts relied upon for the requested extension. In the event that Subdivider fails to complete the Drainage Improvements in the time required by this Agreement, City may complete the Drainage Improvements on its own and recover the full cost and expense thereof from Subdivider pursuant to Section 4 of this Agreement.

2.6 *Immigration Reform and Control Act.* Subdivider shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. Subdivider affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and only employees legally eligible to work in the United States will perform any work on the Drainage Improvements. Subdivider agrees to comply with such provisions before commencing construction on the Drainage Improvements and maintain compliance continuously throughout the performance of this Agreement.

2.7 *Building Permits.* Notwithstanding any provision of this Agreement to the contrary and provided Subdivider is not in breach of this Agreement, Subdivider may obtain building permits and certificates of occupancy for homes to be constructed within the Subdivision upon City Council approval of the Final Map, notwithstanding the status of Drainage Improvements or the City's status of pursuing acquisition of the Offsite Property Interest pursuant to Paragraph 2.1 of this Agreement.

### 3. Indemnification by Subdivider.

3.1 Subdivider shall indemnify, protect, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, liens, losses, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, levies, costs, or expenses of whatever nature, including attorney's fees and

## Attachment 2

disbursements (collectively, “**Claims**”), caused by, arising under, or resulting from the acts or omissions of Subdivider, its officers, agents, or employees during the course of this Agreement, including but not limited to the City's decision to undertake the Acquisition Process, if applicable, except where such Claims are caused by the active negligence, sole negligence, or willful misconduct of the City.

3.2 Subdivider shall indemnify, protect, defend, and hold harmless the City, its officers, agents, and employees from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board Region 9, San Diego, that the City might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

#### 4. Securities.

4.1 Prior to the date of the Final Map Hearing, Subdivider shall file with the City Clerk a cash deposit in an amount sufficient to cover all potential Acquisition Costs, and for the faithful performance of the terms and conditions of this Agreement (“**Security**”). The City shall determine the amount of the Security in the context of evaluating the particular course of action it may take in relation to the Acquisition Process and shall also consider any information provided by Subdivider in determining the amount of the Security. With respect solely to the purchase of the Offsite Property Interest specifically, not including all other associated Acquisition Costs, such as litigation costs, the purchase of the Offsite Property Interest shall not be for more than the fair market value thereof. To the extent the City's Acquisition Costs reasonably incurred exceed the amount of the Security, Subdivider agrees to replenish the amount of the Security within thirty (30) days after receiving notice from the City requesting the same. The Security shall be approved by the City Engineer as to sufficiency and by the City Attorney as to form.

4.2 The City, in its sole and absolute discretion, may agree in writing to extend the time of completion of the Drainage Improvements otherwise required by this Agreement. The City, in accordance with the Subdivision Map Act, may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has been performed. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of section 2819 of the Civil Code of the State of California. Notwithstanding any provision of this Agreement to the contrary, if the City acquires the Offsite Property Interest, the City agrees that the status of completion of the Drainage Improvements shall not impede or delay the partial or complete release of bonds posted as security by Subdivider for Subdivision improvements unrelated to the Drainage Improvements.

4.3 The City shall not, by entering into this Agreement or by approving the Subdivision, or any part of it, including but not limited to granting any permits concerning the Subdivision or approving the Final Map, be deemed an insurer or surety for the construction of the Subdivision or the Drainage Improvements.



## Attachment 2

### 5. Miscellaneous.

5.1 *No Presumption.* The Parties have cooperated in the drafting of this Agreement, and any rule of construction based on the drafter's identity shall not be applied to interpret any provision of this Agreement.

5.2 *Governing Law.* This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

5.3 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein. The Parties acknowledge, however, that this Agreement does not in any manner supersede or replace either that certain "Agreement to Improve Subdivision" or that certain "Agreement for Completion of Improvements," both of which were entered into by the Parties on or around April 10, 2019 (collectively, the "**Existing Subdivision Improvement Agreements**") with respect to (i) any obligations concerning other public improvements (besides the Drainage Improvements) associated with the Subdivision, and (ii) the prior bonds and/or security instruments executed in relation to the Existing Subdivision Improvement Agreements, which the Parties acknowledge are sufficient to cover the costs for the actual construction of the Drainage Improvements.

5.4 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given.

5.5 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

5.6 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

5.7 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

5.8 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

5.9 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its actual attorney's fees and all costs, fees,

## Attachment 2

and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. Such fees and costs shall be proven and awarded by the court after the conclusion of the trial on all other issues by way of a cost bill and motion. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

5.10 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

5.11 *Time of Essence.* Time is of the essence for each term and provision of this Agreement.

5.12 *Severability.* This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

5.13 *Notice.* All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

City Attorney's Office  
201 North Broadway  
Escondido, CA 92025  
Attention: Michael R. McGuinness

If to Subdivider:

KB HOME Coastal Inc.  
36310 Inland Valley Drive, Suite 300  
Wildomar, CA 92595  
Attention: Stephen J. Ruffner and Lori Schmid

5.14 *Covenants Run with Land.* So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Subdivision or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Subdivision, encumbering the Subdivision for the term of this Agreement, binding upon Subdivider's successors in title and all subsequent owners and operators of the Subdivision; (ii) are not merely personal covenants of the Subdivider; and (iii) shall bind Subdivider and its respective successors and assigns during the term of this Agreement. Further, Subdivider shall ensure that any future transfer of interest in the Subdivision is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Subdivision shall be

## Attachment 2

bound by the terms herein.

5.15 *Effective Date.* Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution hereinafter set forth by the names of the signators below.

(SIGNATURE PAGE FOLLOWS)

Attachment 2

This Agreement is executed by the Parties or their duly authorized representatives:

CITY OF ESCONDIDO

Date: \_\_\_\_\_ By \_\_\_\_\_  
Jeffrey Epp, City Manager

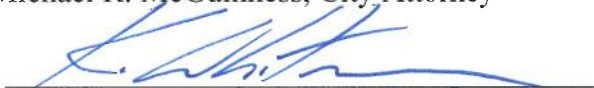
KB HOME COASTAL INC.

Date: \_\_\_\_\_ By \_\_\_\_\_  
  
Stephen J. Ruffner, President

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

  
Kurt Whitman, Senior Deputy City Attorney

Attachment 2

This Agreement is executed by the Parties or their duly authorized representatives:

CITY OF ESCONDIDO

Date: December 9, 2020 By Christopher W. McKinney  
Christopher McKinney, Deputy City Manager

KB HOME COASTAL INC.

Date: \_\_\_\_\_ By \_\_\_\_\_  
Stephen J. Ruffner, President

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

\_\_\_\_\_

Attachment 2

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA ]

COUNTY OF San Diego ]

On November 19, 2020, before me,

Katherine M. Katcher, a Notary Public, personally appeared

Stephen J. Ruffner, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/~~their~~ authorized capacity(ies),

and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: Katherine M. Katcher (Seal)



ACKNOWLEDGMENT

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

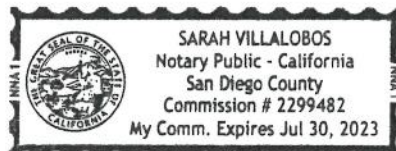
STATE OF CALIFORNIA ]

COUNTY OF SAN DIEGO ]

On DECEMBER 9, 2020, before me, SARAH VILLALOBOS, a Notary Public, personally appeared CHRISTOPHER W. MCKINNEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: *[Handwritten Signature]* (Seal)

Attachment 2

Exhibit A

Legal Description of Subdivision



## Attachment 2

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

LOTS 1, 2, 3 AND 4 BLOCK 7 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF SAN DIEGO BOULEVARD ADJOINING SAID LOT 1 ON THE WEST AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ON FEBRUARY 25, 1958, A CERTIFIED COPY OF WHICH ORDER IS RECORDED IN BOOK 6980, PAGE 88 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

ALSO TOGETHER WITH THE NORTHEASTERLY HALF OF SAN DIEGO BOULEVARD ADJOINING SAID LOT 4 ON THE SOUTHWEST, AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ON OCTOBER 8, 1923, A CERTIFIED COPY OF WHICH ORDER IS RECORDED IN BOOK 751, PAGE 336 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 1 IN BLOCK 7 OF HOMELAND ACRES ADDITION TO ESCONDIDO, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, LYING WESTERLY OF THE CENTER LINE OF THAT CERTAIN RIGHT OF WAY FOR PUBLIC HIGHWAYS CONVEYED TO THE COUNTY OF SAN DIEGO BY EASEMENT RECORDED IN BOOK 6944, PAGE 31 OF OFFICIAL RECORDS OF SAID COUNTY, AND LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 180 FEET OF LOT 1 IN BLOCK 8 OF SAID HOMELAND ACRES ADDITION TO ESCONDIDO.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED LAND THAT PORTION THEREOF DESCRIBED IN DEED TO KONSTANTIN L. MICHAEL, RECORDED JUNE 22, 1953 IN BOOK 4896, PAGE 601 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 IN BLOCK 7 AND OF LOT 1 IN BLOCK 9 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909, TOGETHER WITH THAT PORTION OF SAN DIEGO BOULEVARD, NOW VACATED AND CLOSED TO PUBLIC USE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 9; THENCE ALONG THE NORTHWESTERLY LINE OF LOT 1 IN SAID BLOCK 9, NORTH 43°59' EAST 221.60 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 17°38' EAST 297.72 FEET; THENCE SOUTH 29°24' WEST 60.73; THENCE SOUTH 1°5' EAST 460.18 FEET; THENCE SOUTH 23°55' EAST 381.01 FEET, MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF THE COUNTY ROAD, (KNOWN AS CLARENCE LANE) AS SAID COUNTY ROAD IS SHOWN ON ROAD SURVEY NO. 1018, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY; THENCE ALONG SAID CENTER LINE, SOUTH 78°02'30" EAST (RECORD SOUTH 77°59' EAST) 354.18 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF MILLER AVENUE AS SHOWN ON SAID MAP NO. 1205; THENCE NORTH 12°01'30" EAST ALONG SAID SOUTHERLY PROLONGATION AND ALONG SAID CENTER LINE OF MILLER AVENUE A DISTANCE OF 881.69 FEET; THENCE

## Attachment 2

NORTH 77°58'30" WEST 20.00 FEET TO A POINT IN THE WESTERLY LINE OF SAID MILLER AVENUE; THENCE NORTH 83°59'20" WEST 653.50 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING FROM THE FIRST ABOVE DESCRIBED LAND THAT PORTION THEREOF LYING WITHIN THE PUBLIC HIGHWAY (COUNTY ROAD SURVEY NO. 461) AS SAID HIGHWAY IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO RECORDED JULY 6, 1956 IN BOOK 6169, PAGE 194 OF OFFICIAL RECORD.

APN: 238-370-01-00, 238-370-05-00, 238-370-04-00, 238-370-07-00, 238-370-08-00, 238-370-06-00 and 238-380-01-00

## CITY COUNCIL STAFF REPORT

**Consent Item No. 6**

**January 13, 2021**

**File No. 0690-20**

SUBJECT: Disposition of a City Owned Parcel, located at 235 East Grand Avenue, APN 233-082-09, as Exempt Surplus Property

DEPARTMENT: Engineering Services Department; Real Property

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-07 authorizing the Real Property Manager to execute documents necessary for the sale of a vacant city owned parcel, identified as APN 233-082-09.

FISCAL ANALYSIS:

Sale proceeds, including the purchase price of \$256,000 less the City of Escondido ("City")'s share of closing costs, will be deposited into the general fund.

BACKGROUND:

The subject property was built in 1941 and consists of a 465 square-foot building situated on a 1,900 square-foot lot, located at 235 East Grand Avenue ("Property"). The City acquired this Property in 1990 and it has been used as the City's Visitor Center and Storefront Police Office. An easement was granted on the parcel in 2015 to the neighboring business, Burger Bench, to install a grease interceptor. The building is no longer used by the City and it has been determined that this parcel is no longer required for the City's use.

This Property has been determined to be classified as exempt surplus land under the Surplus Lands Act, Government Code Section 54200-54234 ("Act") by the City Council on July 15, 2020, by Resolution No. 2020-95. The City is a "local agency" as defined by the Act and desires to dispose of the surplus land that is not necessary for the City's use. The City owned parcel meets the definition of "exempt surplus land" and City staff has negotiated in good faith to sell the surplus land in accordance with the Act.

The City received an unsolicited offer from Benchmark Row, LLC, expressing their interest in purchasing the City owned Property. Benchmark Row, LLC is the owner of the adjacent parcel where Burger Bench restaurant operates. The Property has been appraised and the parties have agreed on a purchase price, based on the appraised value of \$256,000. The Purchase Agreement allows for a 30-day feasibility period upon payment of a \$5,000 initial deposit. The deposit shall be credited to the purchase price upon close of escrow.

Disposition of a City Owned Parcel, located at 235 East Grand Avenue, APN 233-082-09, as Exempt Surplus Property  
January 13, 2021  
Page 2

A sale of surplus government property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Title 14 Section 15312 of the California Code of Regulations ("CEQA Guidelines"), so long as certain criteria are met and no exceptions apply. Here, the subject property is not located in an area of statewide, regional, or area wide concern as defined in CEQA Guidelines Section 15206(b)(4). Moreover, none of the exceptions listed in CEQA Guidelines Section 15300.2 apply to the subject property. Therefore, the sale of the subject property is categorically exempt from CEQA as a Class 12 exemption pursuant to Section 15312 of the CEQA Guidelines.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services

01/06/21 4:38 p.m.

ATTACHMENTS:

1. Resolution No. 2021-07
2. Resolution No. 2021-07 Exhibit A – Purchase Agreement

RESOLUTION NO. 2021-07

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE REAL PROPERTY  
MANAGER TO EXECUTE DOCUMENTS  
NECESSARY FOR THE SALE OF A CITY  
OWNED PARCEL (APN 233-082-09)  
LOCATED AT 235 E GRAND AVENUE

WHEREAS, the City of Escondido (“City”) owns certain real property, located at 235 East Grand Avenue (“Property”); and

WHEREAS, since the parcel was acquired by the City in 1990, it has been used as the City’s Visitor Center and Storefront Police Office and it has been determined that the parcel is no longer required for the City’s use; and

WHEREAS, pursuant to Resolution No. 2020-95, the Property was determined to be “exempt surplus land” under the Surplus Lands Act (Gov. Code Section 54220, *et seq.*) (the “Act”); and

WHEREAS, the City received an unsolicited offer from Benchmark Row, LLC, (“Buyer”) to purchase the Property for two hundred fifty-six thousand dollars (\$256,000) in order to expand their existing business; and

WHEREAS, an independent appraisal confirmed the offer of two hundred fifty-six thousand dollars (\$256,000) represents fair market value; and

WHEREAS, the City wishes to sell the Property and to enter into escrow with the Buyer under the terms and conditions stated in the Purchase Agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
  
2. The Real Property Manager is authorized to execute, on behalf of the City, all documents necessary for the sale of the Property, including the Agreement of Purchase and Sale and Joint Escrow Instructions attached to this Resolution as Exhibit "A" and incorporated by this reference.



235 E Grand Avenue, APN 233-082-09

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**AGREEMENT OF PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

**TABLE OF CONTENTS**

**SECTION 1 DEFINITION OF TERMS ..... 1**

**SECTION 2 PROPERTY ..... 3**

**SECTION 3 PURCHASE PRICE ..... 3**

**SECTION 4 ESCROW ..... 4**

**SECTION 5 TITLE..... 4**

**SECTION 6 CONDITIONS TO CLOSE ESCROW ..... 5**

**SECTION 7 BUYER’S OBLIGATIONS ..... 5**

**SECTION 8 CITY’S OBLIGATIONS..... 8**

**SECTION 9 RIGHT TO ENTER ONTO THE PROPERTY ..... 8**

**SECTION 10 COSTS..... 12**

**SECTION 11 TERMINATION ..... 12**

**SECTION 12 SOLE RELIANCE..... 13**

**SECTION 13 AS IS, WHERE IS..... 13**

**SECTION 14 ATTORNEY’S FEES, COSTS AND EXPENSES ..... 14**

**SECTION 15 ASSIGNMENT ..... 14**

**SECTION 16 MISCELLANEOUS ..... 14**



## CITY OF ESCONDIDO AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Escondido, a California municipal corporation (“**City**”) and Benchmark Row, LLC, a California limited liability company (“**Buyer**”). (The City and Buyer each may be referred to herein as a “**Party**” and collectively as the “**Parties**.”)

### RECITALS

A. The City is the owner of that certain Surplus Land located at 235 E Grand Avenue and having assessor’s parcel number 233-082-09-00, as further described in Exhibit A, attached hereto and incorporated herein by this reference (“**Property**”).

B. The City Council has declared the Property to be “Exempt Surplus Land” as defined by the Surplus Land Act.

C. The City desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Buyer agree that the terms and conditions of this Agreement and the instructions to Escrow Holder with regard to the Escrow created pursuant hereto, are as follows:

#### **Section 1 Definition of Terms**

The following words in this Agreement shall have the meaning attached to them in this Section.

- 1.1 **Approved Conditions of Title.** Approved Conditions of Title means only those conditions to title as provided in Section 5.2 of this Agreement.
- 1.2 **Close of Escrow.** Close of Escrow means the date provided in Section 4.2 of this Agreement.
- 1.3 **County.** County means the County of San Diego, State of California.
- 1.4 **Deposit.** Deposit means the total sum of the First Deposit and Second Deposit, as described in Section 3.1 of this Agreement.
- 1.5 **Due Diligence Materials.** Due Diligence Materials means those materials

specifically described in Exhibit B, attached hereto and incorporated herein by this reference.

- 1.6 **Effective Date.** Effective Date means the date this Agreement is countersigned by the Mayor of the City.
- 1.7 **Escrow Holder.** Escrow Holder means First American Title Insurance Company.
- 1.8 **Feasibility Period.** Feasibility Period means the period commencing upon the Effective Date of this Agreement and expiring ninety (30) days thereafter.
- 1.9 **General and Special Real Estate Taxes.** General and Special Real Estate Taxes means all non-delinquent taxes and charges of the type customarily evidenced by a secured tax bill issued by the Tax Collector of the County, including, but not limited to, amounts allocated to (i) County or City general governmental purposes; (ii) bonded indebtedness of the County or City; (iii) bonded or other indebtedness and operating expenses of any school, college, sewer, water, irrigation, hospital, library, utility, county service, community facilities district, or other district; and (iv) any other lawful purpose. The Parties acknowledge that prior to the Close of Escrow, the Property may not be subject to General and Special Real Estate Taxes because the Property is owned by a public entity, but such fact shall not be construed to release or relieve Buyer from the obligation to assume responsibility for General and Special Real Estate Taxes as of the Close of Escrow.
- 1.10 **Grant Deed.** Grant Deed means the recorded grant deed transferring ownership from the City to Buyer.
- 1.11 **Hazardous Materials.** Hazardous Materials means any chemical, material, or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“**CERCLA**”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“**RCRA**”). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials, or wastes listed in the United States Department of Transportation Table (49 CFR Part 302) and in any and all amendments thereto in effect as of the Close of Escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas

usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance that is toxic, explosive, corrosive, reactive, flammable, infectious, or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011 et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls; radon gas; or any other chemical, material, or substance (i) that poses a hazard to the Property, to adjacent properties, or to persons on or about the Property; (ii) that causes the Property to be in violation of any of the aforementioned laws or regulations; or (iii) the presence of which on or in the Property requires investigation, reporting, or remediation under any such laws or regulations.

- 1.12 **Opening of Escrow.** Opening of Escrow means the date as provided in Section 4.1 of this Agreement.
- 1.13 **Purchase Price.** Purchase Price means the purchase price for the Property as provided in Section 3.2 of this Agreement.
- 1.14 **Report.** Report means a standard preliminary title report issued by the Title Insurer with respect to the Property, following the Opening of Escrow.
- 1.15 **Surplus Land.** Surplus Land means “surplus land” as defined in the Surplus Land Act, California Government Code section 54220 et seq.
- 1.16 **Title Insurer.** Title Insurer means First American Title Insurance Company.
- 1.17 **Title Policy.** Title Policy means the title policy as set forth in Section 5.1 of this Agreement.

## **Section 2 Property**

The City shall sell the Property to Buyer and Buyer shall purchase the Property from the City on the terms and conditions stated in this Agreement.

## **Section 3 Purchase Price**

- 3.1 **Deposit.** Concurrently with the Opening of Escrow, Buyer shall deliver to Escrow Holder a Deposit sum of FIVE THOUSAND DOLLARS (\$5,000.00), which shall be held by Escrow Holder until the expiration of the Feasibility Period, at which time it shall be delivered to the City. Buyer shall execute and deliver to Escrow Holder such instructions as may be requested by Escrow Holder to cause the Deposit to be released to the City in a timely manner. If either Party terminates this Agreement prior to the expiration of the Feasibility Period, then the Deposit shall be returned to Buyer.

3.2 Purchase Price. City agrees to sell and Buyer agrees to purchase the Property for the Purchase Price of TWO HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$256,000.00).

3.3 Payment of Purchase Price. Buyer shall deposit with Escrow Holder in cash, at least one business day before the Closing Date, the Purchase Price, less the amount of the Deposit.

#### **Section 4 Escrow**

4.1 Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the latter date of (i) Escrow Holder receiving the Deposit from Buyer, and (ii) Escrow Holder receiving an executed counterpart of this Agreement from both Buyer and the City. Escrow Holder shall notify Buyer and City, in writing, of the date Escrow is opened. Buyer and City agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

4.2 Close of Escrow. Close of Escrow shall occur 30 days after opening of escrow, or sooner, by City giving Buyer a five-day notice of such date, provided in no event shall such notice reduce any period granted Buyer under the terms of this Agreement. If Escrow Holder cannot close escrow on or before the Close of Escrow, Escrow Holder shall nevertheless close this escrow when all conditions have been satisfied or waived unless, prior to the Close of Escrow, Escrow Holder receives a written notice to terminate this escrow from a Party who, at the time the notice is delivered, is not in default under this Agreement.

#### **Section 5 Title**

5.1 Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its ALTA Owner's Policy of Title Insurance with extended coverage, inclusive of any endorsements requested or required by Buyer or its lender, in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Conditions of Title and such other exceptions to title as may be set forth in the Report and not objected to by Buyer.

5.2 Condition of Title. At the Close of Escrow, title to the Property shall be conveyed to Buyer by the City, and the Grant Deed shall be recorded in the Official Records of the Recorder of San Diego County, California, subject only to the following Approved Conditions of Title:

- A. a lien to secure payment of real estate taxes and assessments, not delinquent;
  - B. the lien of supplemental taxes;
  - C. matters affecting title to the Property created by or with the written consent of Buyer or that are waived or deemed approved by Buyer;
  - D. all matters that would be disclosed by an inspection or survey of the Property as approved by Buyer; and
  - E. all exceptions that are disclosed by the Report, and that are also approved by Buyer in accordance with this Agreement.
- 5.3 Title Exceptions. The Parties acknowledge and agree that the listing of the Approved Conditions of Title shall be subject to Buyer's approval during the Feasibility Period, which approval shall be deemed approved if Buyer (i) does not terminate the Agreement at or prior to the end of the Feasibility Period or (ii) otherwise objects thereto as set forth in any Buyer's notice given by Buyer to City pursuant to Section 7.3 of this Agreement.

## **Section 6 Conditions to Close Escrow**

- 6.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit or Buyer's waiver thereof, on or prior to the dates designated below for the satisfaction of such conditions:
- A. City's Obligations. As of the Close of Escrow, City shall have performed all of the obligations required to be performed by City under this Agreement.
- 6.2 Conditions to City's Obligations. For the benefit of the City, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or City's waiver thereof, it being agreed that City may waive any or all of such conditions, in its sole and absolute discretion):
- A. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including, without limitation, the timely deposit of all monies required to be deposited by Buyer under this Agreement.

## **Section 7 Buyer's Obligations**

- 7.1 Review of the physical condition and records.
- A. Buyer shall have the Feasibility Period, to satisfy itself in its sole and

absolute discretion, with all physical, legal, and investment aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning; the environmental and physical condition of the Property; and any other portion of the Property.

- B. If, prior to the expiration of the Feasibility Period, Buyer notifies City and Escrow Holder in writing of Buyer's disapproval of the Property, such disapproval shall act to terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer and City hereby direct Escrow Holder to pay the Deposit to Buyer. If, prior to the expiration of the Feasibility Period, Buyer notifies City in writing of Buyer's approval of the Property, or if Buyer fails to notify City and Escrow Holder of Buyer's approval of the Property on or before the end of the Feasibility Period, such approval shall satisfy this condition. Upon satisfaction of this condition, Escrow Holder shall release Buyer's First Deposit to the City.
- C. Buyer agrees not to disclose any confidential or proprietary information contained in any such document or material reviewed by or provided to Buyer except to the extent that such disclosure is required by any judicial proceeding (including a court order), federal, state or local law or is to Buyer's officers, attorneys, prospective lenders, agents or employees (provided that Buyer shall require each of the same to hold such information as confidential). Buyer's obligation under the immediately preceding sentence shall survive any termination of this Agreement. Buyer shall have until the end of the Feasibility Period to satisfy itself as to the review and approval of such documents and materials and the condition and suitability of the Property.
- D. Buyer hereby agrees to indemnify, defend, protect and hold the City, its agents, officers, and legislators, and the Property harmless from and against any and all claims, liabilities, obligations, costs, losses, damages and/or expenses, of any kind or nature (including, without limitation, reasonable attorney's fees and costs), arising out of or resulting from any submittal(s) affecting the Property by or for Buyer and/or any such entry and/or activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors and Buyer agrees, at its sole cost and expense, to restore the Property to its condition existing prior to the conduct of any such activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors. The provisions of this section shall survive the termination of this Agreement and the Close of Escrow and delivery of the Grant Deed.

7.2 Buyer's Review of Title.

- A. Buyer shall receive a standard preliminary title report issued by the Title Company with respect to the Property within five days following the Opening of Escrow. Buyer shall have until the Feasibility Period to give City and Escrow Holder written notice of Buyer's disapproval or conditional approval of any matters shown in the Report. The failure of Buyer to give notice on or before the Feasibility Period shall be deemed to constitute Buyer's approval of the condition of title to the Property unless Buyer shall have terminated this Agreement.
  - B. If Buyer disapproves or conditionally approves any matter of title shown in the Report, then on or before the expiration of 30 days from the date of City's receipt of Buyer's notice, the City may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. City shall give Buyer written notice not later than 30 days after City's receipt of Buyer's notice of those disapproved or conditionally approved title matters, if any, which City agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Close of Escrow. If the City does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if City is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Close of Escrow, then Buyer shall elect by written notice to City and Escrow Holder on or before the Feasibility Period, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the amount of the First Deposit together with any interest accrued thereon to Buyer.
- 7.3 Buyer shall deposit or cause to be deposited with Escrow Holder, the Deposit, as provided in Section 3.1.
- 7.4 The Closing Statement, signed by Buyer.
- 7.5 Any transfer tax form, affidavit, or declaration required by any laws with respect to the transfer of title to the Property, signed by Buyer in a form for filing with the applicable governmental authority.
- 7.6 Such other sums required hereunder or reasonably required by the Title Company for the Close of Escrow and such other documentation and/or instruments required hereunder or reasonably required by City or the Title Company for the Close of Escrow.

## **Section 8 City's Obligations**

- 8.1 Due Diligence Materials. Within five business days of the Opening of Escrow, City shall deliver to Buyer those certain documents and materials, if any, shown on Exhibit B attached hereto. Buyer acknowledges and agrees that such Due Diligence Materials have been prepared by third parties or are based on information provided by third parties, and City does not warrant the accuracy or completeness of such information contained therein. If this Agreement is terminated for any reason, Buyer shall return all Due Diligence Materials, and any copies thereof, to City.
- 8.2 Deposits by City. At least one business day prior to the Close of Escrow, City shall deposit or cause to be deposited with Escrow Holder the Grant Deed. The Grant Deed, duly executed by City and acknowledged, in the form attached hereto as Exhibit C, which is incorporated herein by this reference.
- 8.3 Settlement Statement. A Closing Statement prepared (or approved) by the Title Company and approved by City and Buyer, signed by City.
- 8.4 Transfer Tax Documentation. Any transfer tax form, affidavit, or declaration required by any laws with respect to the transfer of title to the Property, signed by City in form for filing with the applicable governmental authority.
- 8.5 Other Documentation. Such other documentation and/or instruments required hereunder or reasonably required by Buyer or the Title Company for the Close of Escrow (it being understood that City and Buyer shall not be required to execute or deliver any document or instrument that materially increases any Party's obligations or materially decreases any Party's rights under the terms and provisions of this Agreement).

## **Section 9 Right to Enter onto the Property**

- 9.1 Right to Enter the Property. Buyer and its employees, agents, and independent contractors may, prior to the Close of Escrow, reasonably go upon the Property to, at Buyer's sole cost, inspect, survey, and test the Property and conduct other similarly related activities. Should Buyer's right to purchase the Property terminate, Buyer will, immediately after such termination, at Buyer's sole cost, return the Property to its physical condition immediately before Buyer's first entrance onto the Property to conduct any of the aforementioned activities. Buyer agrees to give City at least two business days' prior written notice before entering the Property when the purpose of such entry is to conduct an environmental or hazardous materials survey or study. Buyer shall not conduct any borings or other invasive testing on or about the Property without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Buyer shall provide City with copies of all tests and reports received by Buyer in connection therewith and Buyer shall return the Property to its former condition at



the conclusion of such tests and borings.

9.2 Indemnification. Buyer (including Buyer’s agents, employees, contractors, and subcontractors, if any) shall indemnify, hold harmless, and defend the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, liens, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), and any attorney’s, consultant, or expert fees and City staff costs for investigating and responding to any Claims, and provide and pay all costs for a defense of any and all Claims against any of the Indemnified Parties, in any legal action filed in a court of competent jurisdiction by a third party in connection with this Agreement or any component thereof; the validity, applicability, or implementation of this Agreement or Escrow. All provisions within this Section 9.2 shall survive termination of this Agreement or Escrow.

9.3 Insurance. Buyer shall procure and maintain, at its own cost, prior to entry on the Property and at all times until Close of Escrow, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement or Escrow.

A. Insurance coverage shall be at least as broad as the following:

(1) *Commercial General Liability.* Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence/\$4,000,000 general aggregate;

(2) *Workers’ Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease;

(3) If Buyer maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Buyer.

B. Each insurance policy required by this Agreement must be acceptable to the

City Attorney and shall meet the following requirements:

- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the City.
- (2) *Additional Insured Status.* Buyer's Commercial General Liability policy must name the City (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used.
- (3) *Primary Coverage.* Buyer's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, agents, employees, or volunteers shall be in excess of Buyer's insurance and shall not contribute with it.
- (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.
- (5) *Waiver of Subrogation.* Buyer hereby grants to the City a waiver of any right to subrogation that any insurer of Buyer may acquire against the City by virtue of the payment of any loss under such insurance. Buyer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the city for all work performed by the Buyer, its agents, representatives, employees and volunteers.
- (6) *Self-Insurance.* Buyer may, with the City's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Buyer shall only be permitted to utilize such self-insurance if, in the opinion of the City,

Buyer's (i) net worth and (ii) reserves for payment of claims of liability against Buyer are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Buyer's utilization of self-insurance shall not in any way limit the liabilities assumed by Buyer pursuant to this Agreement.

- (7) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City.
- C. *Verification of Coverage.* At the time Buyer executes this Agreement, Buyer shall provide the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- D. *Special Risks or Circumstances.* The City reserves the right, at any point prior to the Close of Escrow, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- E. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage Buyer must maintain, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Buyer pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- F. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that Buyer fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the City may have, the City may, at its sole option, (1) immediately terminate or suspend all actions pursuant to this Agreement, (ii) immediately or suspend all actions relating to Escrow, or (i) both (i) and (ii) until Buyer demonstrates compliance with the insurance requirements in this Agreement.

## **Section 10 Costs**

- 10.1 City's Charges. City shall pay (i) any documentary transfer tax imposed by the County, (ii) the CLTA Standard owner's title policy premium or its equivalent (but not the added premium for an extended coverage ALTA policy), (iii) one-half (1/2) of Escrow Holder's fee, and (iv) usual City's document-drafting and recording charges.
- 10.2 Buyer's Charges. Buyer will pay (i) one-half (1/2) of Escrow Holder's fee, (ii) the extra premium for any ALTA title policy or any added endorsements (ordered by Buyer in the manner permitted by the terms of this Agreement) over and above that of the premium of the CLTA Standard owner's title policy or its equivalent, (iii) the premium for City's Title Policy insuring the validity and priority of the lien of the Deed of Trust, and (iv) usual Buyer's document-drafting and recording charges.
- 10.3 Broker. Buyer and City both agree that the Buyer has been exclusively represented by Marc Dudzik, from Lee & Associates. Each party represents that other than the broker(s) listed above, no person, corporation, or partnership acting as a real estate broker, finder, or real estate agent has brought about this Agreement. Seller agrees to pay a 3% commission payable to the Broker. The provisions of this section shall survive the termination of this Agreement, Close of Escrow, and delivery of the Grant Deed.

## **Section 11 Termination**

- 11.1 Termination. This Agreement must be executed by Buyer within 30 days of the approval of this Agreement by the City Council
- 11.2 Liquidated Damages. BUYER AND CITY AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF CITY'S DAMAGES IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF BUYER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, BUYER AND CITY AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH CITY MAY SUFFER. THEREFORE, BUYER AND CITY HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT CITY WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AMOUNT. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SECTION, SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY. UPON SUCH DEFAULT BY BUYER, CITY'S OBLIGATIONS

UNDER THIS AGREEMENT SHALL BE TERMINATED AND CITY SHALL HAVE THE RIGHT TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND/OR ESCROW HOLDER. IN ADDITION TO SUCH LIQUIDATED DAMAGES, CITY SHALL BE ENTITLED TO (I) ENFORCE ITS REMEDIES UNDER ANY INDEMNIFICATION CONTAINED IN THIS AGREEMENT, AND (II) COLLECT ANY ATTORNEY'S FEES OR OTHER COSTS INCURRED IN ENFORCING THE PROVISIONS OF THIS PARAGRAPH.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
City's Initials

**Section 12 Sole Reliance.**

Except as expressly set forth herein, Buyer represents and warrants that it is relying solely upon its own inspection, investigation, and analyses of the Property in purchasing the Property and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines, or other information, documentation, or material furnished by City or its representatives, whether oral or written, express or implied, or arising by operation of law, of any nature whatsoever regarding any of the foregoing matters.

**Section 13 As is, Where is.**

Except as expressly set forth herein, Buyer represents and warrants that it is acquiring the Property on an "as is," "where is," and "with all faults" basis without representation or warranty by City whatsoever including, without limitation, in connection with Hazardous Materials, substances, or conditions; the water, soil, and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon; habitability, merchantability, or fitness for a particular purpose of the Property; the manner, construction, condition, and state of repair or lack of repair of the improvements or any other portion of the Property; compliance with laws, statutes, codes, ordinances, orders, decisions, rules and/or regulations; the leases and superior instruments and/or other restrictions, obligations, rights of way or conditions affecting the ownership, use, operation, development or operation of the Property. Further, and without limiting any of the foregoing, Buyer represents and warrants that no patent or latent condition affecting the Property in any way, discoverable or hereafter discovered, shall affect Buyer's obligation to purchase the Property or any of Buyer's other obligations contained in this Agreement, nor shall any such condition give rise to any right of damages, rescission or otherwise against City. Further, and without limiting any of the foregoing, Buyer acknowledges that City has not warranted and does not hereby warrant that any improvements will meet or comply with the requirements of any health, fire, building, zoning, or safety code, ordinance, or regulation of the state of California, or any other authority or jurisdiction, and that City has not warranted and does not hereby warrant that the Property will meet or satisfy any particular use, purpose, development, or operation, and that City has not made any warranty and does not hereby make any warranty regarding any

Hazardous Materials. Further, and without limiting any of the foregoing, Buyer hereby releases City from all risks and liability (and agrees that City shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the Property and City shall under no circumstances be liable for any special, indirect, or consequential damages in the event of any breach by City. The provisions of this section shall survive closing hereunder. Nothing in this section shall in any manner be construed as any representation, assurance or warranty of any kind by City.

## **Section 14 Attorney's Fees, Costs, and Expenses**

In the event legal action is brought to enforce the terms of or to declare a termination of this Agreement for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

## **Section 15 Assignment**

Buyer shall not assign, transfer, or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of City, which consent City may withhold in its sole and absolute discretion. Any attempted assignment without the prior written consent of City shall be void and Buyer shall be deemed in default hereunder.

## **Section 16 Miscellaneous**

- 16.1 Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for all actions arising from this Agreement shall be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- 16.2 Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision of this Agreement.
- 16.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, may be assembled into and shall be construed as one document.
- 16.4 Captions. Any captions to, or headings of, the sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or the meaning of any provision of this Agreement.
- 16.5 No Third Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement is entered into solely for the benefit of the Parties hereto, and no third party shall be entitled to directly, or indirectly, base any claim, or to have any right

arising from, or related to, this Agreement.

- 16.6 Amendment. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties.
- 16.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- 16.8 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.
- 16.9 Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations or proposed agreements, written or oral. Each of the Parties acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement, and each of the Parties acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.
- 16.10 Advice of Counsel. The Parties acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.
- 16.11 Severability. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the legality, validity, applicability, or enforceability of the remaining portions of this Agreement.
- 16.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.
- 16.13 Preparation of Agreement. Buyer and City acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either Party by reason of such Party having drafted such provision or this Agreement.
- 16.14 Execution of Agreement. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and City.
- 16.15 No Equitable Ownership. Prior to the conveyance of title to the Property to Buyer, Buyer shall not acquire, assume, or otherwise obtain any equitable ownership claim or interest in the Property in any manner whatsoever.

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

**BENCHMARK ROW, LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
Derek Loranger, Managing Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Dinh, Member

**CITY OF ESCONDIDO**

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul McNamara, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

By: \_\_\_\_\_



EXHIBIT A  
Legal Description

The Southwesterly 3 inches of Lot 15 of all of Lot 16, except the Southwesterly 14 feet thereof; in Block 81 of Escondido in the City of Escondido, in the County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886.

ALSO THE Northeasterly 3 inches of the Southwesterly 14 feet of said Lot 16 for a party-wall.

EXHIBIT B

Due Diligence Materials

Within five business days of the Opening of Escrow, Seller will, to the extent the same are within Seller's possession or control, deliver to Buyer copies of the following:

Phase I report  
Phase II report  
Engineering Studies  
Improvement Plans  
Consultant Reports  
ALTA Surveys  
Appraisals  
Market Research  
Financial Projections  
Site & Landscape Plans

EXHIBIT C

Form of Grant Deed

**EXEMPT FROM FEES** pursuant to  
Gov't Code §§ 6103, 27383, and 27388.1  
(filing requested/executed by  
municipality)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City Clerk  
City of Escondido  
201 North Broadway  
Escondido, CA 92025

*This Space for Recorder's Use Only*

APN:

**CITY OF ESCONDIDO  
GRANT DEED**

**ESC. DOCUMENT NO. M-**

This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code

THE CITY OF ESCONDIDO, a California municipal corporation, for a valuable consideration, DOES HEREBY GRANT to

all that real property described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be executed by its Mayor, pursuant to City Council Resolution No. XXXX-XXX, adopted XXXXX XX, XXXX, authorizing such execution, this XXXX day of XXXX XX, XXXX.

THE CITY OF ESCONDIDO

By: \_\_\_\_\_  
Paul McNamara  
Mayor

EXHIBIT A TO GRANT DEED

The Southwesterly 3 inches of Lot 15 of all of Lot 16, except the Southwesterly 14 feet thereof; in Block 81 of Escondido in the City of Escondido, in the County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886.

ALSO THE Northeasterly 3 inches of the Southwesterly 14 feet of said Lot 16 for a party-wall.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 7**

**January 13, 2021**

**File No. 0600-10, A-3110**

SUBJECT: Lease Agreement with Asociacion de Charros de El Caballo Park, FMCH, on a portion of APN 225-141-40, located at 3400 Valley Center Road

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-06 authorizing the Mayor to execute a Lease Agreement with Asociacion de Charros de El Caballo Park, Federación Mexicana de Charrería (FMCH), for a portion of the property located at 3400 Valley Center Road.

FISCAL ANALYSIS:

N/A

PREVIOUS ACTION:

On March 22, 2017, by Resolution No. 2017-25, the City Council approved a lease agreement with Asociacion de Charros de El Caballo Park, FMCH, authorizing the use of APN 225-141-40, located at 3400 Valley Center Road, for a term of three (3) years.

BACKGROUND:

This City of Escondido (“City”) owned property has been used for many years by various Charros groups to practice and hold events, known as a “charreada”, which is similar to an American rodeo. The property lies within a designated spillway for Lake Dixon and is adjacent to an area undergoing planning efforts for an equestrian-themed public park.

The lease is structured to encourage cooperation and participation by multiple Charros groups. The Lessee is to meet quarterly with other interested groups to develop a schedule for maintenance, practice and events. The Lessee is responsible for maintenance of the premises and all users of the facility must adhere to the terms as indicated in the lease. The lease allows the premises to be used for events that may be open to the public.

The Asociacion de Charros de El Caballo Park, FMCH, has leased the site for the past three years. The lease expired on April 1, 2020 and has continued on a month to month basis.

Lease Agreement with Asociacion de Charros de El Caballo Park  
January 13, 2021  
Page 2

Unfortunately, the area was closed for most of 2020, due to the COVID-19 pandemic. The new lease would allow the Asociacion de Charros de El Caballo Park, along with other interested groups, to continue use of the site for a three-year term. Either party has the right to terminate the lease by providing a written 60-day notice. The lessee is a non-profit organization and the site is leased at \$1.00 per year.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:  
Julie Procopio, Director of Engineering Services  
*01/06/21 4:38 p.m.*

ATTACHMENTS:

1. Resolution No. 2021-06
2. Resolution No. 2021-06 Exhibit A – Lease Agreement

RESOLUTION NO. 2021-06

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR TO EXECUTE,  
ON BEHALF OF THE CITY, A LEASE  
AGREEMENT WITH ASOCIACION DE  
CHARROS DE EL CABALLO PARK

WHEREAS, the City of Escondido ("City") is the owner of certain real property located at 3400 Valley Center Road; and

WHEREAS said property is located within an identified spillway and is undergoing master planning for development as a future equestrian public park; and

WHEREAS, Asociacion de Charros de el Caballo Park is a California 501(c)3 charitable organization; and

WHEREAS, Asociacion de Charros de el Caballo Park has been using the premises for the past three years under a Lease Agreement, along with other charros groups on an alternating basis and said Lease expired on April 1, 2020, continuing on a month to month basis; and

WHEREAS, the City and Asociacion de Charros de el Caballo Park desire to enter into a Lease Agreement to allow Asociacion de Charros de el Caballo Park to use the site for its charros horse riding purposes as an interim use; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
  
2. The Mayor is authorized to execute, on behalf of the City, the Lease Agreement with Asociacion de Charros de el Caballo Park, a California unincorporated association. A copy of the Lease Agreement is attached hereto as Exhibit "A" and is incorporated by this reference.





**LEASE AGREEMENT**

for

**3400 Valley Center Road**

between

**City of Escondido**

and

**Asociacion de Charros de El Caballo Park, FMCH**

Effective Date: January 15, 2021

Term: Three Years

## LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the City of Escondido, a California municipal corporation (the "City") and Asociacion de Charros de El Caballo Park, FMCH ("Lessee") regarding the City's real property located at 3400 Valley Center Road, as more particularly described in Exhibit "A" of this Lease, which is attached hereto and incorporated by this reference ("Premises"). (The City and Lessee each may be referred to herein as a "Party" and collectively as the "Parties.")

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Lease shall be for a period of three years, commencing on the Effective Date ("Term").
2. **Holdover.** Occupancy of the Premises by Lessee after the expiration of the Term shall be construed as a month-to-month tenancy in which all other terms and conditions of this Lease shall continue in full force and effect, on a month-to-month basis. Lessee may not occupy the Premises after the expiration of the Term without the express consent of City. The City shall have the right to terminate the month-to-month tenancy without cause and for any reason by giving 30 days' prior notice to Lessee.
3. **Rent.**
  - 3.1 *Base Rent.* In consideration of the possession and use of the Premises, Lessee shall pay to the City rent in the amount of \$1.00 per year ("Rent").
4. **Security Deposit.** N/A
5. **Utility Payments.** Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to gas, water, electricity, sewage charges or septic service, trash, and telecommunications services.
6. **Taxes, Assessments, and Fees.**
  - 6.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee shall pay, prior to delinquency, all taxes and assessments that may be levied upon or assessed against the Premises and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy, or possession of the Premises or assessed against the improvements situated thereon. The Lessor shall not be required to pay any taxes or assessments whatsoever that relate to or may be assessed against this Lease or the Premises, including but not limited to any buildings, improvements, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
  - 6.2 Lessee may, at its option, contest in good faith, and by an appropriate and timely legal proceeding, any such tax and assessment; provided, however, that Lessee shall indemnify and hold harmless the Lessor from any loss or damage resulting from any such contest, and all expenses of the

same (including, without limitation, all attorneys' fees, court costs, and other costs) shall be paid solely by Lessee.

6.3 Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against the Premises or any improvement thereon. Nothing in this Lease shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment, or fee in any manner authorized by law.

## 7. Use.

7.1 *Permitted Uses.* Lessee shall use and occupy the Premises exclusively for charreada events, which may be open to the public in accordance with the provisions and requirements contained in any permits required by the City of Escondido and obtained at least 30 days in advance of the proposed event from the appropriate City Department or Departments. Lessee's use and occupancy of the Premises shall comply with all provisions and requirements contained in any permits or approvals issued by the City of Escondido or any other governmental agency relating to the Premises. Lessee shall not use or occupy, nor permit the use or occupancy of, the Premises other than as authorized in this Lease. Further, Lessee agrees to abide by the following rules:

a. *Event Notification.* On the day of events, at least two hours prior to the event start time, Lessee shall call the Escondido Police Department non-emergency number (760) 839-4722 ("Non-Emergency Number") to inform the dispatcher that an event is about to begin. At the conclusion of the event, Lessee shall again call the Non-Emergency Number to inform the Escondido Police Department that the event has concluded. All events held at the Premises must conclude by 6:00 p.m.

b. *Clothing Designation.* All individuals acting on Lessee's behalf in administering and operating any event held on the Premises, including but not limited to Lessee's employees, agents, and volunteers, shall wear brightly colored vests, shirts, or jackets that make such individuals easily identifiable by City staff and law enforcement. A description of this clothing shall be provided to the Escondido Police Department dispatcher at the time the dispatcher is notified of the event pursuant to Paragraph 7.1(a) of this Lease.

c. *Noise Restriction.* Lessee shall not cause or permit loud noises resulting from persons congregating at the Premises, the playing of instruments, or the use of sound-amplifying equipment, including but not limited to a public address system, to emanate from the Premises between the hours of 6:00 p.m. and 10:00 a.m.

d. *Permitted Sound.* During permitted events held at the Premises between the hours 10:00 a.m. and 6:00 p.m., Lessee may:

i. Use sound-amplifying equipment, including but not limited to loudspeakers, public address systems, radios, or similar noise creating devices, so long as any such use complies with noise restrictions of the underlying zone and the sound emanating therefrom is contained within the arena area;

ii. Permit the playing of an instrumental band (without amplification) so long as any such instrumental band is located a sufficient distance from all sound-amplifying equipment on the Premises to ensure the music is not amplified in any manner and the instrumental band complies with all noise restrictions of the underlying zone; and

iii. Use a DJ, provided that all DJ equipment, including but not limited to any sound-amplifying equipment, is operated a sufficient distance from all instrumental bands on the Premises to ensure the music is not amplified in any manner and the DJ complies with all noise

restrictions of the underlying zone.

e. *Parking Fees Prohibited.* Charging a fee for parking is prohibited. Lessee shall be responsible for monitoring the parking areas to ensure this does not occur.

f. *Entry Fees Prohibited.* Charging an entry fee to the event is permitted, provided that such entry fee shall only be collected at the entry gates into the arena area.

g. *Alcohol Prohibited.* The sale or consumption of alcoholic beverages of any kind is prohibited.

h. *Livestock.* Livestock shall not be kept overnight on or about the Premises.

i. *Barbeques.* Only charcoal briquettes or propane barbeques are allowed and only on designated burn days. There shall be no fires on or about the Premises.

j. *Animal Waste.* All animal waste shall be properly removed from the Premises and disposed of. Under no circumstance shall animal waste be permitted to runoff into surrounding creeks or other watercourse, or otherwise jeopardize water quality of the surrounding area.

k. *Quarterly Meetings.* Lessee agrees to meet quarterly with other interested Charros groups, particularly the "Charros de Escondido" and the "Asociacion de Charros Herencia Charra," to develop and maintain an event schedule and a practice schedule, and to coordinate arena maintenance.

l. *Event Schedule.* Lessee shall submit to the City a schedule of each year's events ("Schedule") prior to March 1 of each year, which shall be subject to the City's approval, in its sole and absolute discretion. Changes in the approved Schedule must be submitted at least 30 days in advance, and must be approved by the City's Real Property Manager and the Police Department. The Schedule shall include the names, addresses, and phone numbers of at least two individuals responsible for the operation of activities and events. The City shall have the right to require a rescheduling of events, even though the City may have previously approved the Schedule, but the City will not require such rescheduling unless a conflict of use has been determined. Lessee agrees and understands that in the event this Lease is terminated pursuant its terms, all approved events scheduled to occur subsequent to Lease termination shall be canceled, unless the City agrees otherwise in writing.

m. *Public Use.* Lessee shall make the use of the Premises available to the public for use consistent with the uses allowed herein. Lessee may require certain reasonable assurances from any person requesting to use the Premises, including but not limited to insurance, contract, or other form of reasonable security. Any person or entity that satisfies the insurance requirements under this Lease shall be considered to have given reasonable assurances to Lessee. Nothing in this Paragraph 7.1(m) shall limit any requirement of Lessee under this Lease.

7.2 *Prohibited Use.* Lessee shall not use or allow the Premises to be used for any unlawful purpose, nor shall Lessee cause or maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer the commission of any waste in, on, or about the Premises. Lessee shall not use or permit the use of the Premises for any purpose prohibited by this Lease.

7.3 *Use Determination.* In any case where Lessee is in doubt as to the propriety of any particular use, Lessee may request written determination of the City that such use is or is not permitted at the Premises.

7.4 *Right to Inspect.* The Premises shall at all times be open to inspection by all local, state, and federal governmental authorities. In the event the City determines that Lessee's use of the

Premises creates an unnecessary or unreasonable risk to the Premises or to public health, safety, or welfare, the City may require that Lessee cease using the Premises until such risk no longer exists.

8. **Acceptance and Maintenance.**

8.1 Lessee hereby acknowledges and agrees that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises.

8.2 Pursuant to the noticing requirements of California Civil Code section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist (CASp). Pursuant to California Civil Code section 1938(e), the City states as follows:

a. A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the City may not prohibit Lessee from obtaining a CASp inspection of the Premises, if requested by Lessee. Should Lessee request a CASp inspection, the Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

b. Lessee hereby expressly agrees that the CASp inspection fee and any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a CASp's inspection report are the sole responsibility of Lessee.

8.3 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from any obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under California Civil Code sections 1941 and 1942.

8.4 In the event Lessee fails to properly maintain the Premises as required by the City, the City shall notify Lessee in writing of the same. If Lessee fails to correct the identified insufficient maintenance within 30 days of the City's notice, the City may either:

a. Treat Lessee's failure as an Event of Default pursuant to Paragraph 11.2 of this Lease; or

b. Perform such maintenance as the City deems necessary, at Lessee's sole cost, to keep the Premises in good condition and in compliance with all applicable property maintenance and related laws ("Necessary Maintenance"). If the City performs Necessary Maintenance, costs resulting therefrom may include, but are not limited to, labor, material, and equipment. Upon completion of Necessary Maintenance by the City, the City shall provide Lessee with an invoice for all Necessary Maintenance costs. Lessee shall pay the City the full invoiced amount within 10 days of receipt of the invoice. Lessee's failure to pay the full invoiced amount within 10 days of receipt of the invoice may be treated as an Event of Default pursuant to Paragraph 11.2 of this Lease.

8.5 Lessee hereby acknowledges that Lessee has inspected the Premises prior to execution of this Lease and that the Premises is located within the Dixon Lake spillway, which may catch water released from Dixon Dam to protect the dam's integrity.

9. **Alterations.** Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the City's Real Property

Manager and only after obtaining all applicable permits and approvals. Any improvements to the Premises during the Term shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

10. **Occupancy, Assignment, and Subletting.**

10.1 *Occupancy.* Lessee shall take occupancy of the Premises within 30 days of the Effective Date of this Lease. The Premises shall only be occupied by Lessee, except with prior written consent of the City's Real Property Manager.

10.2 *Assignment and Subletting.* Lessee may not assign or sublease any interest in this Lease to any third party, at any time, including by means of a transfer of a controlling interest in Lessee, without prior written consent of the City's Real Property Manager.

11. **Lease Termination.**

11.1 The City may terminate this Lease at any time, at its sole discretion, by providing Lessee with 60 days' written notice.

11.2 *Event of Default.* Lessee's violation of any provision of this Lease shall constitute an event of default ("Event of Default") whereby the City may immediately terminate the Lease upon written notice.

11.3 *Vacation of Premises.* Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to the City in the same condition as Lessee found it upon Lessee's acceptance of the Premises hereunder, excepting ordinary wear and tear and other conditions accepted in the City's sole and absolute discretion.

11.4 Upon termination of this Lease, Lessee shall immediately:

- a. Arrange and pay for the disconnection of all utilities and services as referenced in Paragraph 5 of this Lease;
- b. Provide a written statement to the City's Real Property Manager identifying Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
- c. Deliver any keys for the Premises to the City's Real Property Manager, the means of such delivery consisting of personal delivery or, if in-person delivery is not possible, by certified mail.

12. **Indemnification, Hold Harmless, Duty to Defend.**

12.1 Lessee (including Lessee's agents, employees, contractors, and subcontractors, if any) shall indemnify, hold harmless, and defend the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, liens, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), and any attorney's, consultant, or expert fees and City staff costs for investigating and responding to any Claims, and provide and pay all costs for a defense of any and all Claims against any of the Indemnified Parties, in connection with this Lease or any component thereof;

the validity, applicability, or implementation of this Lease; the presence of Hazardous Materials as defined in this Lease; or Lessee's use of the Premises.

12.2 Lessee shall further indemnify, protect, defend, and hold harmless the Indemnified Parties from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board Region 9, San Diego, that the City might suffer, incur, or become subject to by reason of, occurring as a result of, or allegedly caused by, this Lease or Lessee's use of the Premises.

12.3 All provisions within this Section 12 shall survive termination of this Lease.

13. **Notice.** Unless otherwise provided herein, any statements, communications, or notices to be provided pursuant to this Lease shall be sent by personal delivery, certified or registered mail, or email to the addresses and to the attention of the persons set forth herein. Either Party shall provide the other Party with 10 days' written notice of any change of person to be notified or change of address.

If to Lessee:

If to City:

Asociacion de Charros de El  
Caballo Park, FMCH  
P.O. Box 462004-2004  
Escondido, CA 92046  
Attn: Sergio Contreras  
(760) 580-2499  
sergio.contreras.ctr@usmc.mil

City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Attn: Vince McCaw  
Real Property Manager  
(760) 839-4034  
vmccaw@escondido.org

14. **Insurance.**

14.1 Lessee shall procure and maintain, at its own cost, during the entire term of this Lease, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Lease, and the results of Lessee's use of the Premises, by Lessee, its agents, representatives, employees, or volunteers. Insurance coverage shall be at least as broad as the following:

a. *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence/\$4,000,000 general aggregate.

b. *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

c. *Property Insurance.* Lessee shall procure and maintain property insurance against all risks of loss to any Lessee improvements or betterments, at full replacement cost with no coinsurance penalty provision. Property insurance shall include not less than \$1,000,000 Fire Legal liability on the Premises, including improvements and betterments owned by the City, and shall name the City as a loss payee. Lessee shall also provide fire insurance on all personal property contained within or on the Premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than 90% of the actual cash value of the personal property, and Lessee shall name the City as an additional insured.

d. *Interruption of Business Insurance.* Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to the City for a period of up to one year if the Premises is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

e. If Lessee maintains broader coverage and/or higher limits than the minimums otherwise required by this Lease, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by Lessee.

14.2 Each insurance policy required by this Lease must be acceptable to the City Attorney and shall meet the following requirements:

a. *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the City.

b. *Additional Insured Status.* Lessee's Commercial General Liability policy must name the City (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used.

c. *Primary Coverage.* Lessee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, agents, employees, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.

d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.

e. *Waiver of Subrogation.* Lessee hereby grants to the City a waiver of any right to subrogation that any insurer of Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Lease shall be endorsed with a waiver of subrogation in favor of the city for all work performed by Lessee, its agents, representatives, employees and volunteers.

f. *Self-Insurance.* Lessee may, with the City's prior written consent, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if, in the opinion of the City, Lessee's (i) net worth and (ii) reserves for payment of claims of liability against Lessee are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit the liabilities assumed by Lessee pursuant to this Lease.

g. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City.

14.3 *Verification of Coverage.* At the time Lessee executes this Lease, Lessee shall provide the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Lease),



which shall meet all requirements under this Lease. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Lease, at any time.

14.4 *Special Risks or Circumstances.* The City reserves the right, at any point during the term of this Lease, to modify the insurance requirements in this Lease, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.5 *No Limitation of Obligations.* The insurance requirements within this Lease, including the types and limits of insurance coverage Lessee must maintain, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to this Lease, including but not limited to any provisions within this Lease concerning indemnification.

14.6 Failure to comply with any of the insurance requirements in this Lease, including but not limited to a lapse in any required insurance coverage during the term of this Lease, shall be a material breach of this Lease. In the event that Lessee fails to comply with any such insurance requirements in this Lease, in addition to any other remedies the City may have, the City may, at its sole option, (i) immediately terminate this Lease; or (ii) order Lessee to immediately vacate the Premises until Lessee demonstrates compliance with the insurance requirements in this Lease.

## 15. Miscellaneous.

15.1 *Provisions Cumulative.* All provisions contained herein are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

15.2 *Merger Clause.* This Lease and its attachments, if any, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Lease and any attachments, the provisions of this Lease shall prevail.

15.3 *Anti-Waiver Clause.* None of the provisions contained herein shall be waived because of the City's previous failure to insist upon strict performance, nor shall any provision be waived because the City has waived any other provision, in whole or in part.

15.4 *Severability.* The Lease shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Lease shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Lease.

15.5 *Choice of Law.* This Lease shall be governed by the laws of the State of California. Venue for any action arising from this Lease, including but not limited to matters concerning validity, construction, performance, or enforcement shall be exclusively in the state or federal courts located in San Diego County, California.

15.6 *Entire Lease.* This Lease, together with its attachments or other documents, if any, described or incorporated herein, contains the entire Lease and understanding concerning the subject of this Lease and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Lease and acknowledges that this Lease has not been executed in reliance upon any promise, representation, or

warranty not contained herein. This Lease shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

15.7 *Amendment.* This Lease may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given.

15.8 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Lease. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

15.9 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Lease after having the opportunity to consult with, and receive the advice of, their own counsel.

15.10 *Capacity.* Each individual signing this Lease represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

15.11 *Attorney's Fees.* In any action to enforce the terms of this Lease, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under California Code of Civil Procedure section 1033.5. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Lease.

15.12 *Counterparts.* This Lease may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Lease by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

15.13 *Compliance with Federal, State, and Local Laws.* Lessee acknowledges, understands, and agrees that it is the duty of Lessee, while operating under this Lease, to comply with all federal, state, and local laws, and to indemnify the City from any violation of any such law. Failure to comply with a provision of federal, state, or local law shall constitute an Event of Default and is grounds for the City's immediate termination of this Lease.

15.14 *Non-Discrimination.* Lessee understands, acknowledges, and agrees that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against any person or group of persons on account of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws, in the use, occupancy, tenure, or enjoyment of the Premises. Lessee shall not establish or permit any such practice of discrimination with reference to the treatment, selection, location, number, or occupancy of customers, tenants, or vendees on the Premises.

15.15 *Supersedure.* This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

15.16 *Hazardous Materials or Contaminated Soil.* Lessee shall not place or permit to be placed any chemical, material, or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to

the Premises, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (CERCLA); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (RCRA), that requires special handling in collection, storage, treatment, and/or disposal (“Hazardous Materials”). Lessee also hereby covenants and agrees that if at any time it is determined there are Hazardous Materials or contaminated soils located on the Premises, Lessee shall immediately notify the City. Within 30 days of notice to the City, Lessee shall commence all necessary action, at Lessee's sole cost and expense, to ensure the Hazardous Materials or contaminated soil are removed from the Premises and shall otherwise ensure swift compliance with all applicable federal, state, and local laws and other environmental requirements.

15.17 *Special Provisions.* Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

15.18 *Effective Date.* Unless a different date is provided in this Lease, the effective date of this Lease shall be the latest date of execution set forth by the names of the signators below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Lease as of the Effective Date.

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_

Paul McNamara, Mayor

ASOCIACION DE CHARROS DE EL CABALLO  
PARK, FMCH

Date: \_\_\_\_\_

\_\_\_\_\_

Sergio Contreras, President

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_

KURT G. WHITMAN, SENIOR DEPUTY CITY ATTORNEY



# CITY COUNCIL STAFF REPORT

**Consent Item No. 8**

**January 13, 2021**

**File No. 0690-40**

SUBJECT: Summary Vacation of a Portion of Donald Way Per Streets and Highways Code §8334(a)

DEPARTMENT: Engineering Services/Real Property

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-03, authorizing the summary vacation of a portion of Right of Way located at 1211 Donald Way in Escondido.

FISCAL ANALYSIS:

The required \$1,200.00 processing fee has been paid into the General Fund.

BACKGROUND:

The property owners at 1211 Donald Way have requested that the City of Escondido ("City") vacate 700 square feet of excess right of way along their property frontage. The area of the subject property to be vacated is within a 14-foot wide parkway that was never developed and is no longer needed by the City for street purposes. The City Engineer has determined that the area to be vacated is unnecessary and eligible for vacation.

Pursuant to California Street and Highways Code §8334(a), excess right of way of a street or highway not required for street or highway purposes may be summarily vacated.

An existing public drainage easement shall be reserved in a portion of the area being vacated.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

01/06/21 4:38 p.m.

ATTACHMENTS:

1. Resolution 2021-03
2. Resolution 2021-03 – Exhibit A
3. Resolution 2021-03 – Exhibit B

RESOLUTION NO. 2021-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING SUMMARY VACATION OF A PORTION OF EXCESS RIGHT OF WAY ALONG A PUBLIC STREET KNOWN AS DONALD WAY HEREIN SPECIFICALLY DESCRIBED

WHEREAS, the City of Escondido (“City”) owns the portion of excess right-of-way (“ROW”) along Donald Way, more particularly described in the legal description and map attached as Exhibits “A” and “B” and incorporated by this reference, which is to be vacated through this Resolution; and

WHEREAS, the area to be vacated is not required for street or highway purposes; and

WHEREAS, the proposed vacation area is eligible for consideration as a summary vacation pursuant to California Streets and Highways Code Section 8334(a) without the requirement of a public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That this action is taken pursuant to the California Streets and Highways Code section 8330, et seq.
3. That it is hereby found and determined that the subject land meets the criteria set forth in the California Streets and Highways Code section 8334(a), “excess right-of-way of a street or highway not required for street or highway purposes.”

4. That the summary vacation of a portion of Donald Way frontage, more particularly described in attached Exhibits "A" and "B" is authorized, approved and hereby declared vacated.

5. That a Public Drainage Easement shall be reserved from this vacation as more particularly described in attached Exhibits "A" and "B".

6. That City departments and local utilities have been notified and there are no objections to the proposed vacation.

7. That the City Clerk is hereby directed and authorized to record a certified copy of this Resolution, with the effective date of the vacation, of the above-described area, to be the date of recordation with the office of the County Recorder of San Diego County, and on said date, the subject vacation area shall no longer constitute a street or portion thereof, pursuant to the provisions of the California Streets and Highways Code Section 8336.

**EXHIBIT "A"**  
**CITY OF ESCONDIDO**  
**PUBLIC STREET VACATION**

THAT PORTION OF THE SOUTHERLY 10 FEET OF DONALD WAY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP 2892, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDERS ON JULY 30, 1952, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 6, BLOCK 3 AS SHOWN ON SAID MAP 2892; THENCE ALONG SAID MOST NORTHEASTERLY LINE OF SAID LOT 6 AND PARALLEL WITH THE CENTERLINE OF DONALD WAY AS SHOWN ON SAID MAP 2892; S 34°53'20" E; 20.00' TO THE **TRUE POINT OF BEGINNING**. SAID **TRUE POINT OF BEGINNING** BEING SOUTHWESTERLY OF AND DISTANT 30.00' MEASURED PERPENDICULAR TO SAID CENTERLINE OF DONALD WAY, THENCE S 8°19'25" E; 22.36' ALONG THE LINE AS SHOWN ON SAID MAP 2892; THENCE S 34°53'20" E; 60.00' ALONG THE LINE AS SHOWN ON SAID MAP 2892 TO THE SOUTHEASTERLY CORNER OF SAID LOT 6, SAID CORNER DISTANT S 55°06'40" W; 40.00' FROM THE CENTER LINE OF DONALD WAY; THENCE N 55°06'40" E; 10.00' ALONG SAID SOUTHEASTERLY LINE OF LOT 6 TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 6 DISTANT S 55°06'40" W; 30.00' FROM THE CENTER LINE OF DONALD WAY, THENCE N 34°53'20" W; 80.00' PARALLEL WITH AND DISTANT 30.00' MEASURED PERPENDICULAR TO SAID CENTERLINE OF DONALD WAY TO THE **TRUE POINT OF BEGINNING**.

RESERVING HEREON A PUBLIC DRAINAGE EASEMENT TO THE CITY OF ESCONDIDO DESCRIBED AS FOLLOWS;

A 10.00 WIDE DRAINAGE EASEMENT BEING THE SOUTHEASTERLY 10.00 FEET OF THE ABOVE DESCRIBED VACATION, SAID 10.00 FEET MEASURED PERPENDICULAR AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 6, BLOCK 3, ESCONDIDO MAP NO. 2892; SAID LINE BEING N 55°06'40" E AS SHOWN ON SAID MAP 2892.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME.



WILLARD HALL  
PLS 6788

NOVEMBER 21, 2020

DATE

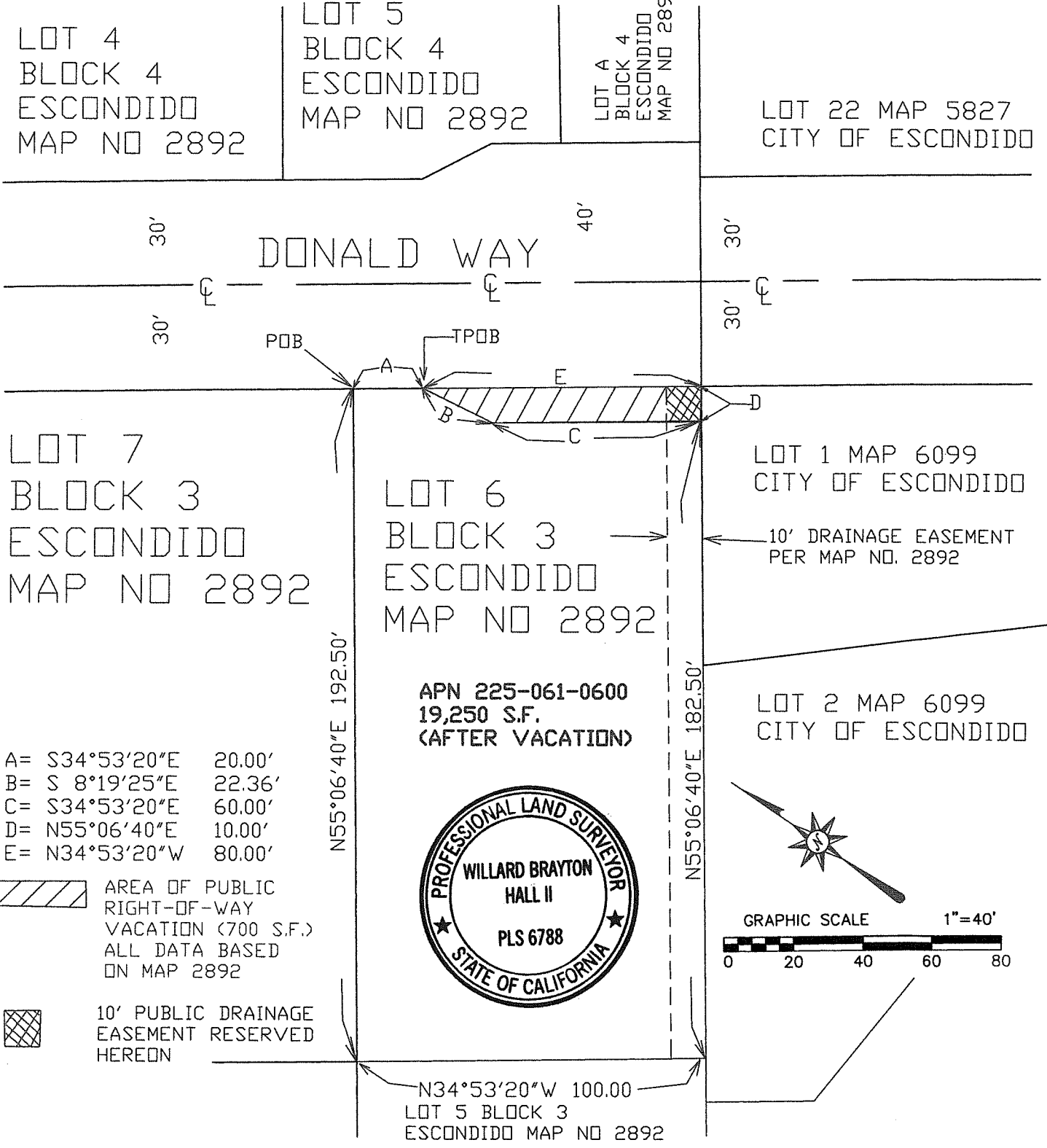
APN 225-061-0600

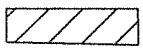
TOTAL LOT S.F. = 19,250





# EXHIBIT B



 AREA OF PUBLIC RIGHT-OF-WAY VACATION (700 S.F.) ALL DATA BASED ON MAP 2892

 10' PUBLIC DRAINAGE EASEMENT RESERVED HEREON

PREPARED BY:

GOLDEN TRIANGLE  
LAND SURVEYING INC.  
1298 NAVAL PLACE, VISTA,  
CA 92081 PHONE 760.207.1115

WILLARD HALL PLS 6788

ENGINEERING SERVICES

201 NORTH BROADWAY, CA 92025 (760)839-4651

VACATION OF PUBLIC RIGHT-OF-WAY  
PORTION OF DONALD WAY ADJ. TO LOT 6, BLOCK 3,  
MAP NO 2892, CITY OF ESCONDIDO,  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



DATE: 11/21/2020

SHEET 2 OF 2

## CITY COUNCIL STAFF REPORT

**Consent Item No. 9**

**January 13, 2021**

**File No. 0480-70**

**SUBJECT:** FY 2020-21 State of California Citizens' Option for Public Safety Program Grant and Budget Adjustment

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2020-21 Citizens' Option for Public Safety Program Grant in the amount of \$232,431; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido ("City"); and approve budget adjustments needed to spend grant funds.

**PREVIOUS ACTION:**

On December 18, 2019, the City Council accepted FY 2019-2020 State of California Citizens' Option for Public Safety Program Grant in the amount of \$231,481.

**FISCAL IMPACT:**

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

**BACKGROUND:**

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2020-21 Citizens' Option for Public Safety Program Grant award in the amount of \$232,431. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community.

The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation may include department specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

These grant funds have been an integral component for the Escondido Police Department's operations for nearly twenty years. Without this funding, the Police Department would be unable to maintain its part-time staff. Approximately 45 part-time employees are funded by this grant. These employees perform administrative and operational duties that would otherwise fall to sworn officers. This necessary funding has allowed for support staff to remain a vital part of the operations of the Escondido Police Department.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police

01/06/21 4:34 p.m.

ATTACHMENTS

1. Budget Adjustment



## CITY COUNCIL STAFF REPORT

**Consent Item No. 10**

**January 13, 2021**

**File No. 0480-70**

**SUBJECT:** Disarming Prohibited Persons Team Grant and Budget Adjustment

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council authorize the Escondido Police Department to accept Disarming Prohibited Persons Team (DPPT) Grant funds in the amount of \$50,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido ("City"); and approve budget adjustments needed to spend grant funds. The California Department of Justice (Cal-DOJ) authorized the Police Department to spend its funds on overtime operations to ensure dangerous persons are not in possession of weapons. The operations will include consensual compliance checks of individuals that have been court-ordered to not own or carry guns.

**PREVIOUS ACTION:**

This is the first opportunity for Escondido to receive DPPT funding.

**FISCAL IMPACT:**

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

**BACKGROUND:**

The Escondido Police Department has been awarded \$50,000 in DPPT Grant funds. Funding was provided through Assembly Bill 340 which states:

“Existing law requires the Attorney General to establish and maintain an online database known as the Prohibited Armed Persons File, sometimes referred to as the Armed Prohibited Persons System, to cross-reference persons who have ownership or possession of a firearm on or after January 1, 1996, and who, subsequent to the date of that ownership or possession of a firearm, fall within a class of persons who are prohibited from owning or possessing a firearm. The Budget Act of 2019 appropriated \$3,000,000 to the Counties of Alameda, San Diego, Santa Cruz, and Ventura to support local law enforcement activities related to seizing weapons and ammunition from persons who are prohibited from possessing them through a Gun Violence Reduction Pilot Program.”

Individuals that are prohibited from owning or possessing a gun may have been involved in domestic violence crimes, have an active restraining order against them, or suffer from mental illness.

The California Department of Justice (Cal-DOJ) authorized the Police Department to spend its funds on overtime operations to ensure dangerous persons are not in possession of weapons. The

operations will include consensual compliance checks of individuals that have been court-ordered to not own or carry guns.

Operations must be worked on overtime and will include regional law enforcement partners in an effort to focus on countywide safety efforts. This collaboration will be instrumental in finding individuals that frequent Escondido and other cities throughout San Diego County. Allied agencies will include other local police departments and officers from San Diego County Probation Department. Efforts will focus only on individuals that have received court-ordered gun restrictions and are known to be dangerous to themselves or other members of the community.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police

01/06/21 4:34 p.m.

ATTACHMENTS

1. Budget Adjustment



## CITY COUNCIL STAFF REPORT

**Consent Item No. 11**

**January 13, 2021**

**File No. 0480-70**

**SUBJECT:** FY 2020 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant – Local Solicitation and Budget Adjustment

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council authorize the Police Department to accept a \$35,755 FY 2019-20 Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians and mandated National Incident-based Reporting System (NIBRS) training expenses.

**PREVIOUS ACTION:**

The City Council approved a FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$38,882 on November 6, 2019.

**BACKGROUND:**

The Escondido Police Department has been awarded a \$35,755 FY 2019-20 Edward Byrne Memorial Justice Assistance Grant (JAG) from the U.S. Department of Justice. Grant funds will cover salary expenses for two part-time patrol technicians and mandated National Incident-based Reporting System (NIBRS) training expenses.

Patrol technicians are assigned to the Patrol Division and are utilized to augment front-line law enforcement services allowing officers to focus on crime-prevention and suppression efforts. Currently the Police Department is staffed with four Patrol Technicians. All of these positions are grant funded part-time positions.

Patrol Technicians are an asset to the community. They take non-violent crime reports, prepare and process paperwork, impound found property and evidence, bring necessary paperwork to the District Attorney and the courts, as well as other necessary tasks. All of these duties would otherwise be performed by sworn police officers. The support of the Patrol technicians allows for sworn police officers to handle their patrol duties, more serious crime investigation, and other vital assignments.

Grant funding will also cover NIBRS training. NIBRS is a uniform crime reporting system used by law enforcement agencies throughout the country for uniformity in FBI reporting data. San Diego County agencies recently became NIBRS compliant. San Diego County was one of the first counties in the State of California to reach this accomplishment. The NIBRS reporting method is more complex than



FY 2020 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant – Local  
Solicitation and Budget Adjustment

January 13, 2021

Page 2

the previous method and training is necessary to achieve accurate data in this federally mandated system.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police

01/06/21 4:34 p.m.

ATTACHMENTS:

1. Budget Adjustment



## CITY COUNCIL STAFF REPORT

**Consent Item No. 12**

**January 13, 2021**

**File No. 0480-70**

SUBJECT: FY 2019 Operation Stonegarden Grant and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Police Department to accept FY 2019 Operation Stonegarden Grant Funds in the amount of \$13,900 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, criminal gang activity, and weapons trafficking.

PREVIOUS ACTION:

On June 5, 2019, the City Council accepted a FY 2018 Operation Stonegarden Grant in the amount of \$10,000 to pay overtime expenses for crime suppression details. For the past ten years, Stonegarden funding has allowed the Escondido Police Department to partner with local law enforcement agencies to address criminal activities that affect the community. FY 2018 Stonegarden funds allowed the Escondido Police Department to participate in a regional operation that focused on gang crime and narcotic trafficking activities.

FISCAL IMPACT:

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

BACKGROUND:

The Police Department received a \$13,900 FY 2019 Operation Stonegarden Grant. Funding was provided by the California Office of Emergency Services, through the San Diego Sheriff's Department.

The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, criminal gang activity, and weapons trafficking. Throughout San Diego County, all local law enforcement agencies participate in Operation Stonegarden. This grant will provide operational funding to enforce local and state laws. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police

01/06/21 4:34 p.m.

ATTACHMENTS:

1. Budget Adjustment



ORDINANCE NO. 2020-31R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 32 OF THE MUNICIPAL CODE; AND ARTICLE 1 (GENERAL PROVISIONS AND DEFINITIONS), ARTICLE 6 (RESIDENTIAL ZONES), ARTICLE 16 (COMMERCIAL ZONES), ARTICLE 26 (INDUSTRIAL ZONES), ARTICLE 39 (OFF-STREET PARKING), ARTICLE 40 (HISTORICAL RESOURCES), ARTICLE 57 (MISCELLANEOUS USE RESTRICTIONS), AND ARTICLE 70 (ACCESSORY DWELLING UNITS) OF THE ESCONDIDO ZONING CODE

APPLICANT: City of Escondido  
PLANNING CASE NO.: PL 20-0636

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. The Planning Commission conducted a public hearing on November 10, 2020, to discuss and consider proposed amendments to the Municipal Code and Zoning Code; considered public testimony; and made a recommendation to the City Council.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;

A COMPLETE COPY OF THIS  
ORDINANCE IS ON FILE IN THE  
OFFICE OF THE CITY CLERK FOR  
YOUR REVIEW.

## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 14**

**January 13, 2021**

**File No. 0830-20**

SUBJECT: General Plan Amendment, Zone Change and Conditional Use Permit, for the development of a gasoline station/convenience store with concurrent sale of alcoholic beverages - PHG 19-0049 and ENV 19-0006

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council conduct a public hearing on the development proposal and take action on the recommendations of City of Escondido ("City") staff and the Planning Commission, which recommends that the City Council:

- 1) Adopt Resolution No. 2021-04, approving an Amendment to the General Plan Land-Use Designation from Light Industrial (LI) to General Commercial (GC); and
- 2) Introduce Ordinance 2021-01, approving a Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning; and
- 3) Adopt Resolution No. 2021-05 approving a Conditional Use Permit for a gasoline station/convenience store with concurrent sale of alcoholic beverages.

PROJECT DESCRIPTION:

A Conditional Use Permit ("CUP") for the development of a proposed gasoline station/convenience store with concurrent sale of alcoholic beverages (beer and wine). The project consists of a 4,088 square foot convenience store with a 4,284 square foot gas station canopy with eight fuel dispenser pumps that can accommodate up to 16 fueling stations/vehicles ("Project"). A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land-use development application and allow the consideration of the Conditional Use Permit. The Project also includes a request to adopt a Mitigated Negative Declaration in accordance with the California Environmental Quality Act ("CEQA").

LOCATION:

The approximately 1.14-acre site is located at the northwestern corner of W. Mission Avenue and Rock Springs Road, addressed at 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00), and is depicted in Attachment "1."

FISCAL ANALYSIS:

The proposed Project is a private development that will require the payment of fees in effect at the time permits are requested, as well as the development of required infrastructure (e.g., street improvements, traffic signals, utility upgrades, etc.) to support the project. The City has not yet

analyzed the fiscal impact of commercial development on municipal services, but studies conducted by other Cities have generally found that sales taxes generated by commercial development cover the cost of municipal services required to serve those developments.

PLANNING COMMISSION RECOMMENDATION:

On December 8, 2020, the Planning Commission conducted a public hearing and reviewed and considered the subject application. The Commission discussion primarily focused on the proposed driveway improvements and restrictions on turn movements (restricting left turn out at the Rock Springs Road driveway to reduce traffic north along the roadway); the requirement for the applicant to install a traffic signal at the W. Lincoln Avenue/Rock Springs Road intersection; and proposed restrictions on alcohol sales. After opening and closing the public hearing, the Planning Commission voted 6-1 (Commissioner Barba voting no) to recommend City Council approval of the Project. Commissioner Barba was the lone commissioner that did not support the land use development request, noting the property would be best suited for a higher employment-generating use. Except for the Project applicant, no other members of the public spoke at the hearing. The December 8, 2020 Planning Commission staff report is provided as Attachment 1.

Because the project requires CUP review and approval, the City's decision-makers have "zoning authority" and discretion to impose special conditions and/or allow uses that would otherwise be prohibited in the zoning district for the benefit of the neighborhood or community. This particular CUP includes a number of conditions that would limit the hours of sales, control advertising, and limit container size sales. Specifically, the CUP conditions would only allow alcohol beverage sales from 8:01 a.m. to 11:59 pm (restricting nighttime and early morning sales between 12 midnight to 8:00 a.m.), and would limit single container sales of beer beverages (which would include quantities of 22 ounce, 32 ounce and 40 ounce size containers). The Project applicant spoke during the public hearing and requested a modification to the condition related to the "time of sale" of alcohol. The existing 7-Eleven located on the northeastern corner of Mission Avenue and Rock Springs Road would be shuttered upon completion of the new 7-Eleven and the alcohol license (for beer and wine) transferred to the new facility (subject to the CUP request). During the hearing, the applicant stated that the condition would have a negative impact on overall sales for the business. (There is currently no "time of sale" restriction on the current alcohol license at the existing 7-Eleven). At the December 8, 2020 public hearing, the Planning Commission voted to not alter the condition and supported the restriction of "time of sale." The Planning Commission's determination is that the proposed permit conditions would assure that the business would be a cohesive element of the neighborhood and would not be detrimental to the public health, safety and welfare of the community.

Since the December 8, 2020 Planning Commission meeting, City staff reconsidered the request to remove the "time of sale" restriction from their recommendation for the ABC License. The Planning Division and Police Department discussed the condition(s) and concluded that only if the permit were appropriately conditioned, the convenience store and proposed alcohol sales would be a benefit of the neighborhood or community and would not have a negative impact on the surrounding area. Furthermore, the Police Department recommends maintaining the limits on hours of alcohol sales to reduce youth and transient access to alcohol, excessive alcohol consumption, and related harms during nighttime and early morning hours. Therefore, at this time, City staff only supports the limited

and conditional off-sale of beer and wine, which is reflected in the attached resolution, and is fully consistent with previous Planning Commission action.

BACKGROUND:

The 1.14-acre project site is currently developed with an approximately 5,300 square foot building, accessory outbuildings and a paved parking lot, and is occupied by a used car dealership and automotive repair facility. The current, underlying M-1 zoning designation allows auto sales and repair type uses as conditionally permitted uses, however the existing use is a legal nonconforming use because it was established prior to the requirement to obtain a CUP. The property is bounded by light industrial land uses to the west and north (vehicle sales, repair, and various service-related uses) and by general commercial land uses (restaurant/retail) to the east and south. Project implementation involves minimal grading and demolition of the existing buildings and surface parking lot.

The existing 3,416 square foot 7-Eleven convenience store located at the northeastern corner of W. Mission Avenue and Rock Springs Road does not provide vehicle fueling facilities. The existing facility is open 24-hours a day and offers beer and wine sales (type 20 alcohol license – off sale beer and wine). The existing license is proposed to be transferred to the new 7-Eleven when the facility is completed. The new convenience store and gasoline station is proposed to be open 24 hours a day, 7 days a week similar to the existing 7-Eleven facility.

*Project Design*

The project consists of a 4,088 square foot, single-story convenience store structure with a contemporary commercial design consisting of a storefront glass entry along the southern elevation with stone cladding around a main entry tower element and columns. Decorative wooden fascia is incorporated into the upper tower element. The main body includes exterior stucco walls (brown and tan colors) with decorative column elements and popouts to break up wall planes. The flat roof includes decorative parapet trim. Mechanical equipment located on the roof would be screened from view by the roof parapet. A 4,284 square foot rectangular-shaped canopy over the fuel dispensers would be 17.5 feet in height with an aluminum-clad fascia. The bottom portion of the supporting columns would be finished in stone cladding to match the main structure. Landscaping, including street trees, would be installed along the perimeter of the project site and adjacent to the proposed building. Project plans are attached as Exhibit “D” to draft City Council Resolution No. 2021-05.

Access to the site would be provided from one driveway fronting Rock Springs Road and one driveway fronting W. Mission Avenue. The Rock Springs Road driveway will restrict left turn movements exiting the site in order to reduce northbound vehicles trips along Rock Springs Road. With the installation of appropriate signage and/or design feature to restrict left-turn movements exiting the Rock Springs driveway, the proposed project would not exceed the City’s level-of-service (“LOS”) threshold of significance for the roadway segment. The restriction on left-turn out movements also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road. The W. Mission Avenue driveway will be restricted to right-in/right-out movements only and appropriate median improvements would be installed. All analyzed study area intersections are operating at an acceptable LOS under existing conditions



except for Rock Springs Road/W. Lincoln Avenue. Therefore, per Mitigation Measure TRA1, the intersection will need to be signalized and in operation prior to occupancy of the facility.

ANALYSIS:

**1. General Plan / Zoning**

The City's General Plan land-use designation for the project site is Light Industrial (LI), with an underlying zoning designation of Light Industrial (M-1). The Project site also is located within a General Plan Opportunity area (Figure II-19) and Target Area (a), Downtown Transit Station (Figure II-20). Opportunity Areas call for implementing smart growth principles that promote development/redevelopment that enhance job growth and revitalize the community. The Guiding Principles for the Target Area supports a variety of commercial uses incorporating unified development standards and design guidelines. The subject site is located at the intersection of W. Mission Avenue and Rock Springs Road, with commercial zoning and development on the northeastern, southeastern and southwestern corners. The Light Industrial land-use designation and corresponding industrial zoning does not permit retail type uses such as gasoline stations and convenience stores. Therefore, the project proponent is requesting an amendment to the General Plan to change the land-use designation from Light Industrial to General Commercial, along with a corresponding change to the underlying zoning designation from Light Industrial to General Commercial (CG). The Zone Change to CG allows for the consideration of the CUP for the convenience store/gasoline station, including the concurrent sale of alcoholic beverages.

California Government Code section 65358(a) provides that, "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan." The Planning Commission acts as an advisory body to the City Council on applications for General Plan Amendments and Zone Changes. The City may approve up to four amendments to any element of the General Plan per year. The request would constitute the first amendment to the Land Use and Community Form Element of the General Plan in calendar year 2021. There were no amendments to any element of the General Plan approved in 2020.

**2. Conditional Use Permit - Alcohol Sales**

The California Department of Alcoholic Beverage Control ("ABC") is a state agency charged with regulation of alcoholic beverages. Before issuing a state liquor license, ABC requires that businesses obtain all zoning permits that may be required. California Business and Professions Code section 23790.5 authorizes land use authority of local governments to enact ordinances that require conditional use permits for the concurrent retailing of beer and wine for off-premises consumption and motor vehicle fuel. In general, approval of a conditional use permit to authorize the sale of alcoholic beverages on the property itself and may remain for use by a future business if ownership changes. Article 16 of the Escondido Zoning Code requires the review and consideration of a Minor CUP application for off-premise alcohol sales with gas stations. Ordinarily the decision-maker of Minor CUPs is the Zoning Administrator. Because the totality of the application request consists of a

General Plan Amendment and Zone Change, the authorized decision-maker to grant final approval of the land use development request is the City Council.

The consideration of a conditional use permit and a California alcoholic beverage license may be reviewed and considered alongside each other, but they are two different permits. Local municipalities and ABC both monitor the number of businesses selling and/or serving alcohol within census tracts that have an overconcentration of such license, and/or high crime rates. ABC is responsible for setting the oversaturation levels in an area. “Overconcentration” means that the ratio of existing licenses to population exceeds the ratio of licenses to population in the County. “High crime” exists if the crime rate exceeds 120 percent in a specific municipality’s census tract. Therefore, as part of the City review process, the Police Department was asked to analyze the role of the business in the area as it pertains to incompatible use, alcohol consumption, building occupancy, higher than average crime, specific problems with alcohol in the past, or any other negative impacts to the community that an additional alcohol license may create. This area of the City is currently over-concentrated with establishments with ABC licenses, and is in a high crime area. There are no sensitive land uses within the immediate vicinity, such as a school or independent education facility for students in grades Kindergarten through 12th grade. However, the addition of this establishment could potentially make illegal sales to minors more convenient. Furthermore, the Police Department recommends maintaining the limits on hours of alcohol sales to reduce transient access to alcohol, excessive alcohol consumption, and related harms during nighttime and early morning hours. The limitation on the hours of alcoholic sales and container size restrictions are supported by the Police Department as part of the proposed transfer of the existing alcohol license to the new facility. Therefore, a condition of approval has been added to Exhibit “C” of draft Resolution No. 2021-05 to prohibit the sales of all beer, malt beverages, and wine coolers by single container regardless of size, and to limit the sale during specific hours. Other specific operational conditions are proposed to control the sale, display and advertising of alcohol on the premises in accordance with State law and Article 57 of the Escondido Zoning Code (Section 33-1115 - Concurrent sale of motor vehicle fuel and alcoholic beverages). In consideration of the foregoing, the Planning Division and the Police Chief support the proposed application because the project would transfer a California alcoholic beverage license from the existing 7-Eleven store immediately across Rock Springs Road from the project site. After the improvements are made and the business is established, the applicant could apply for a modification to the permit conditions and seek to change the “time of sale” and container size restrictions.

#### ENVIRONMENTAL REVIEW:

A draft Initial Study/ Mitigated Negative Declaration “IS/MND” (Case No. ENV19- 0006) was issued for the project and circulated for a 20-day public review period in accordance with the California Environmental Quality Act (“CEQA”). A Mitigated Negative Declaration is prepared when an Initial Study identifies project-related impacts that might be potentially significant. The IS/MND identified

effects related to cultural/tribal cultural resources, geology, noise, and traffic that might be potentially significant. However, design and minimization measures, revisions in the project plans, and/or mitigation measures would provide mitigation to a point where potential impacts are reduced to less than a significant level. No comments were received during the public comment period. The final IS/MND and technical studies are available on the City's web site and can be viewed at: <https://www.escondido.org/7-eleven-900-w-mission-avenue.aspx>.

CONCLUSION:

The proposed General Plan Amendment and Zone Change would be compatible with adjacent commercial zoning and development patterns, and the project is consistent with the design requirements for the proposed General Commercial zone. A gasoline station/convenience store would provide additional commercial services at this busy intersection as there is no gasoline station within the immediate vicinity. Staff believes the CUP provides for a well-designed project that will be beneficial to this commercial/industrial corridor and will support surrounding businesses. The Planning Division relies on the Police Department to evaluate a request for an alcohol license and to recommend appropriate conditions for the site and use, if a license is to be granted. The City has not identified any concerns with the request, subject to the implementation of the recommend conditions of approval in conformance with Article 57. The alcohol permit also would need to be considered and approved by the Department of Alcoholic Beverage Control (ABC).

Both the Planning Commission and staff recommend that the City Council approve the proposed General Plan Amendment, Zone Change and Conditional Use Permit.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Mike Strong*, Director of Community Development  
01/06/21 4:18 p.m.

*Jay Paul*, Senior Planner  
01/06/21 4:54 p.m.

ATTACHMENTS:

1. Attachment 1 – Planning Commission staff report (December 8, 2020)
2. Resolution No. 2021 -04
3. Resolution No. 2021-04 - Exhibits A, B, C and D
4. Ordinance No. 2021-01
5. Ordinance No. 2021-01 - Exhibit A and B
6. Resolution No. 2021-05
7. Resolution No. 2021-05 Exhibits A, B, C and D



# PLANNING COMMISSION

Agenda Item No.: **G.1**  
Date: December 8, 2020

**PROJECT NUMBER / NAME: PHG19-0049 and ENV19-0006 “7-Eleven”**

**REQUEST:** Conditional Use Permit (“CUP”) for the development of a proposed gasoline station/convenience store with concurrent sale of alcoholic beverages (beer and wine). The project consists of a 4,088 square foot convenience store with a 4,284 square foot gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles. A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the CUP. The project also includes a request to adopt a Mitigated Negative Declaration in accordance with the California Environmental Quality Act (“CEQA”).

**LOCATION:** 900 W. Mission Avenue

**APPLICANT:** Golcheh Group, LLC  
(representing 7-Eleven)

**APNs:** 228-220-13-00 and 228-220-43-00

**PRIMARY REPRESENTATIVE:** Ilan  
Golcheh, Golcheh Group, LLC

**EXISTING GENERAL PLAN / ZONING:**

Light Industrial (LI) / (M-1) Light Industrial zone

**PROPOSED GENERAL PLAN / ZONING:**

General Commercial (GC) / (CG) Commercial General

**DISCRETIONARY ACTIONS REQUESTED:** General Plan Amendment, Zone Change and Conditional Use Permit

**PREVIOUS ACTIONS:** City Council authorization to process a General Plan Amendment request on May 15, 2019

**PROJECT PLANNER:** Jay Paul, Senior Planner, [jpaul@escondido.org](mailto:jpaul@escondido.org)

**CEQA RECOMMENDATION:** Recommend adoption of Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (“Final IS/MND”)

**STAFF RECOMMENDATION:** Recommend approval by the City Council

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2020-19

**CITY COUNCIL HEARING REQUIRED:**  YES  NO

**REPORT APPROVALS:**

Mike Strong, Community Development Director

Adam Finestone, City Planner

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## **A. BACKGROUND:**

The 1.14-acre project site is relatively flat and developed with an approximately 5,300 square foot building, accessory outbuildings and paved parking lot. The site is currently used for used automobile sales, service and auto body shop. The property is bounded by light industrial land uses to the west and north (vehicle sales, repair and various service-related uses) and by general commercial land uses (restaurant/retail) to the east and south. Project implementation involves minimal grading and demolition of the existing buildings and surface parking lot.

7-Eleven, Inc. proposes to construct a new 4,088 square foot convenience store with a 4,284 square foot gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles at a time, and the installation of underground storage tanks (USTs). A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the CUP. A CUP is necessary because the service station proposes to sell alcoholic beverages (beer and wine only) at a facility that can dispense fuel to five (5) or more vehicles. The applicant indicated the existing 7-Eleven store located on the northeastern corner of Mission Avenue/Rock Springs Road would close upon completion of the proposed development project subject to this request, and the existing alcohol license transferred to the new facility.

The proposed project includes an associated parking lot with up to 25 parking spaces, on site landscaping, and storm water facilities. Street widening and median improvements are proposed along the W. Mission Avenue. Access would be provided from a single driveway along W. Mission Avenue (right-in and right-out only) and a single-driveway along Rock Springs Road (left turn out restricted). An off-site traffic signal would be installed at the intersection of Rock Springs Road and W. Lincoln Avenue. Project plans are attached to draft Planning Commission Resolution No. 2020-19, as Exhibit "D."

## **B. PROJECT ANALYSIS:**

### **1. General Plan / Zoning**

The City's General Plan land-use designation for the project site is Light Industrial (LI) with an underlying zoning designation of Light Industrial (M-1). The project site also is located within a General Plan Opportunity area (Figure II-19) and Target Area (a), Downtown Transit Station (Figure II-20). Opportunity Areas call for implementing smart growth principles that promote development/redevelopment that enhance job growth and revitalize the community. The Guiding Principles for the Target Area supports a variety of commercial uses incorporating unified development standards and design guidelines. The subject site is located at the intersection of W. Mission Avenue and Rock Springs Road, with commercial zoning and development on the northeastern, southeastern and southwestern corners. The Light Industrial land-use designation and corresponding industrial zoning does not permit retail type uses such as gasoline stations

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

and convenience stores. Therefore, the project proponent is requesting an amendment to the General Plan to change the land-use designation from Light Industrial to General Commercial, along with a corresponding change to the underlying zoning designation from Light Industrial to General Commercial (CG). The Zone Change to CG allows for the consideration of the CUP for the convenience store/gasoline station along with the concurrent sale of alcoholic beverages. Final approval of the alcoholic permit is subject to approval by the State Department of Alcoholic Beverage Control (ABC).

California Government Code section 65358(a) provides that, "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan." The Planning Commission acts as an advisory body to the City Council on applications for General Plan Amendments and Zone Changes. The City may approved up to four amendments to any element of the General Plan per year. If recommended for approval, the City Council would consider the request in calendar year 2021, and the request would constitute the first amendment to the Land Use and Community Form Element of the General Plan that year. There were no amendments to any element of the General Plan approved in 2020.

## **2. Design:**

The project consists of a 4,088 square foot, single-story convenience store structure with a contemporary commercial design consisting of a storefront glass entry along the southern elevation with stone cladding around the main entry tower element and columns. Decorative wooden fascia is incorporated into the upper tower element. The main body includes exterior stucco walls (brown and tan colors) with decorative column elements and popouts to break up wall planes. The flat roof includes decorative parapet trim. Mechanical equipment located on the roof would be screened from view by the roof parapet. The 4,284 square foot rectangular-shaped canopy is 17.5 feet in height with an aluminum-clad fascia and the bottom portion of the supporting columns finished in stone cladding to match the main structure. Landscaping, including street trees, would be installed along the perimeter of the project site and adjacent to the proposed building. The architectural plans, color scheme and conceptual landscape design are included with Exhibit "D" to the draft Planning Commission Resolution 2020-19.

## **3. Alcohol Sales:**

The California Department of Alcoholic Beverage Control ("ABC") is a State agency charged with regulation of alcoholic beverages. Before issuing a state liquor license, the ABC requires that businesses obtain zoning permits that may be required. California Business and Professions Code section 23790.5 authorizes land use authority of local governments to enact ordinances that requires conditional use permits for the concurrent retailing of beer and wine for off-premises consumption and motor vehicle fuel. In general, approval of a conditional use permit to authorize the sale of alcoholic beverages on the property itself and may remain for use by a future business if ownership changes. Article 16 of the Escondido Zoning Code requires the review and consideration of a Minor CUP application for off-premise alcohol sales with gas stations. Ordinarily the decision-maker of Minor CUPs is the Zoning Administrator. Because the totality of

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

the application request consists of a General Plan Amendment and Zone Change, the authorized decision-maker to grant final approval of the land use development request is the City Council.

The consideration of a conditional use permit and a California alcoholic beverage license may be reviewed and considered alongside each other, but they are two different permits. Both local municipalities and the ABC monitor the number of businesses serving alcohol within census tracts to avoid “overconcentration” and/or “high crime” rates. “Overconcentration” means that the ratio of existing licenses to population exceeds the ratio of licenses to population in the County. “High crime” exists if the crime rate exceeds the municipality’s average by 20 percent or more. Therefore, as part of the City review process, the Police Department was asked to analyze the role of the business in the area as it pertains to incompatible use, alcohol consumption, building occupancy, higher than average crime, specific problems with alcohol in the past, or any other negative impacts to the community that an additional alcohol license may create. This area of the City is already oversaturated with establishments and is in what is considered a high crime area. There are no sensitive land uses within the immediate vicinity, such as a school or independent education facility for students in grades Kindergarten through 12th grade. However, the addition of this establishment could potentially make illegal sales to minors more convenient. Therefore, a condition of approval has been added to Exhibit “C” of draft Resolution No. 2020-19 to prohibit the sales of all beer, malt beverages, and wine coolers by single container regardless of size. Other specific operational conditions are proposed to control the sale, display and advertising of alcohol on the premises in accordance with State law and Article 57 of the Escondido Zoning Code (Section 33-1115 - Concurrent sale of motor vehicle fuel and alcoholic beverages). In consideration of the foregoing, the Planning Division and the Police Chief support the proposed application because project would transfer a California alcoholic beverage license from the existing 7-Eleven store across the street, and the request would be consistent with the goals, objectives and policies of the General Plan and the Zoning Code in that the license would not be detrimental to the public health, safety or welfare of the community.

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

### **C. SUPPLEMENTAL DETAILS OF REQUEST**

1. Property Size: 1.14 acres (2 parcels) A Lot Tie will be required.
2. Building Size:
 

Proposed New:	4,088 SF convenience store
	4,284 SF gasoline canopy structure
Demo:	5,300 SF single-story building
	874 SF storage/accessory building
	Removal of modular trailer
3. Building Height: 26.5' highest point roof peak, 20' parapet. 17.5' to top of canopy
4. No. Pumps: 8 pumps (16 fueling stations)
5. Materials: Stucco main exterior (brown/tan tones) and storefront type glass. Stone veneer column and wall accents.
6. Parking:
 

<u>Required</u>	<u>Proposed</u>
21 spaces	25 (includes 1 van accessible space and 1 electric vehicle charging space)
1 per 250 SF bldg. area	
canopy exempt	
7. Setbacks

<u>Required</u>	<u>Proposed</u>
Front: 5' (corner lot)	43' to canopy (Mission Ave.)
Street Side: 5' (corner lot)	14.5' to store (Rock Spring Rd.)
Side: 0'	80'+ to store
Rear: 0'	9'+
8. Signage:
 

<u>CG zone Allowed</u>	<u>Proposed</u>
Wall: 166.7 SF max. (1 SF/50 SF)	158.2 SF
4,088 SF store plus	3 illuminated logo type signs, vinyl window graphics and interior
4,248 SF canopy	ATM sign on building
	3 illuminated logo signs and colored graphics on canopy



PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

Freestanding:	1 per frontage, max. 50 SF and max 6' height	2 monument signs (1 per frontage) 7-Eleven logo with digital pricing (49.8 SF sign display area internally lit)
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All building/wall signage and freestanding signage subject to conformance with Article 66 (Sign Code). A separate sign plan/permit will need to be submitted and approved prior to building permit issuance.

9. Landscaping: New ornamental landscaping, irrigation, and street trees to be provided along W. Mission Avenue and Rock Springs Road, perimeter and parking areas. Two biofiltration features are designed within the landscaped area.
10. Trash: A new covered trash enclosure would be provided. Collection service would be provided by Escondido Disposal (EDI).
11. Lighting Security and accent light fixtures will be installed on building and parking area.
12. Heating & Ventilation: Mechanical equipment (HVAC) units would be installed on the roof. All HVAC equipment would be installed on mechanical pads and would be screened by the roof parapet.

#### **D. AVAILABILITY OF PUBLIC SERVICES**

1. Effect on Public Safety Services (Police and Fire/EMS) – The Police Department and Fire Department determined that existing and/or proposed infrastructure is adequate to provide services to the site, and the project would not impact levels of service. The site is served by Fire Station No. 1 (310 North Quince Street) located approximately one mile to the southeast.

The proposed project is a private development that will require the payment of fees in effect at the time permits are requested, as well as the development of required infrastructure (e.g., street improvements, traffic signals, utility upgrades, etc.) to support the project. The City has not yet analyzed the fiscal impact of commercial development on municipal services, but that studies conducted by other Cities have generally found that sales taxes generated by commercial development cover the cost of municipal services required to serve those developments.

2. Traffic – A Traffic Impact Study was prepared by Integrated Engineering Group to analyze the proposed project traffic impacts. The proposed project is estimated to generate 1,650 net new daily trips, 122 net new A.M peak hour trips (7:00 AM and 9:00 AM) and 59 net new P.M. peak hours trips (4:00 PM to 6:00 PM). Access to the site will be provided from one driveway fronting Rock Springs Road and one driveway fronting Mission Avenue. The Rock Springs Road driveway will restrict left turn movements exiting the site in order to reduce northbound

vehicles trips along Rock Springs Road. With the installation of appropriate signage and/or design feature to restrict left-turn movements exiting the Rock Springs driveway, the proposed project would not exceed the City's threshold of significance for the roadway segment. The restriction on left-turn out movements also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road. The Mission Avenue driveway will be restricted to right-in/right-out movements only and appropriate median improvements would be installed. All analyzed study area intersections are operating at an acceptable Level of Service (LOS) under existing conditions except for Rock Springs Road/W. Lincoln Avenue. Therefore, per Mitigation Measure TRA-1, the intersection will need to be signalized and in operation prior to occupancy of the facility.

3. Utilities – City sewer and water mains with sufficient capacity to serve the project are available within the adjacent roadways. The project would not materially degrade the levels of service of the public sewer and water system.
4. Drainage – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. There are no significant drainage courses within or adjoining the property. The project has provided a drainage study and designed drainage facilities to control runoff. Runoff from the project will be directed into a series of BMP treatment features to separate targeted pollutants from the runoff before it leaves the site and then connection to an existing storm water drainage pipe in Rock Springs Road. The project does not materially degrade the levels of service of the existing drainage facilities.

## **E. ENVIRONMENTAL STATUS**

A draft Initial Study/Supplemental Mitigated Negative Declaration "IS/MND" (Case No. ENV19-0006) was issued for the project for 20-day public review in accordance with the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration is prepared when an Initial Study identifies project related impacts that might be potentially significant. The IS/MND identified effects related to cultural/tribal cultural resources, geology, noise and traffic that might be potentially significant. However, design and minimization measures, revisions in the project plans, and/or mitigation measures would provide mitigation to a point where potential impacts are reduced to less than a significant level. No comments were received during the public comment period. The final IS/MND and technical studies are available on the City's web site and can be viewed at: <https://www.escondido.org/7-eleven-900-w-mission-avenue.aspx>.

## **F. CONCLUSIONS**

The proposed General Plan Amendment and Zone Change would be compatible with adjacent commercial zoning and development patterns, and the project is consistent with the design requirements for the proposed General Commercial zone. A gasoline station/convenience store would provide additional commercial services at this busy intersection as there is no gasoline station within the immediate area. The CUP provides for a well-designed project that will be beneficial to this commercial/industrial corridor and to surrounding businesses.

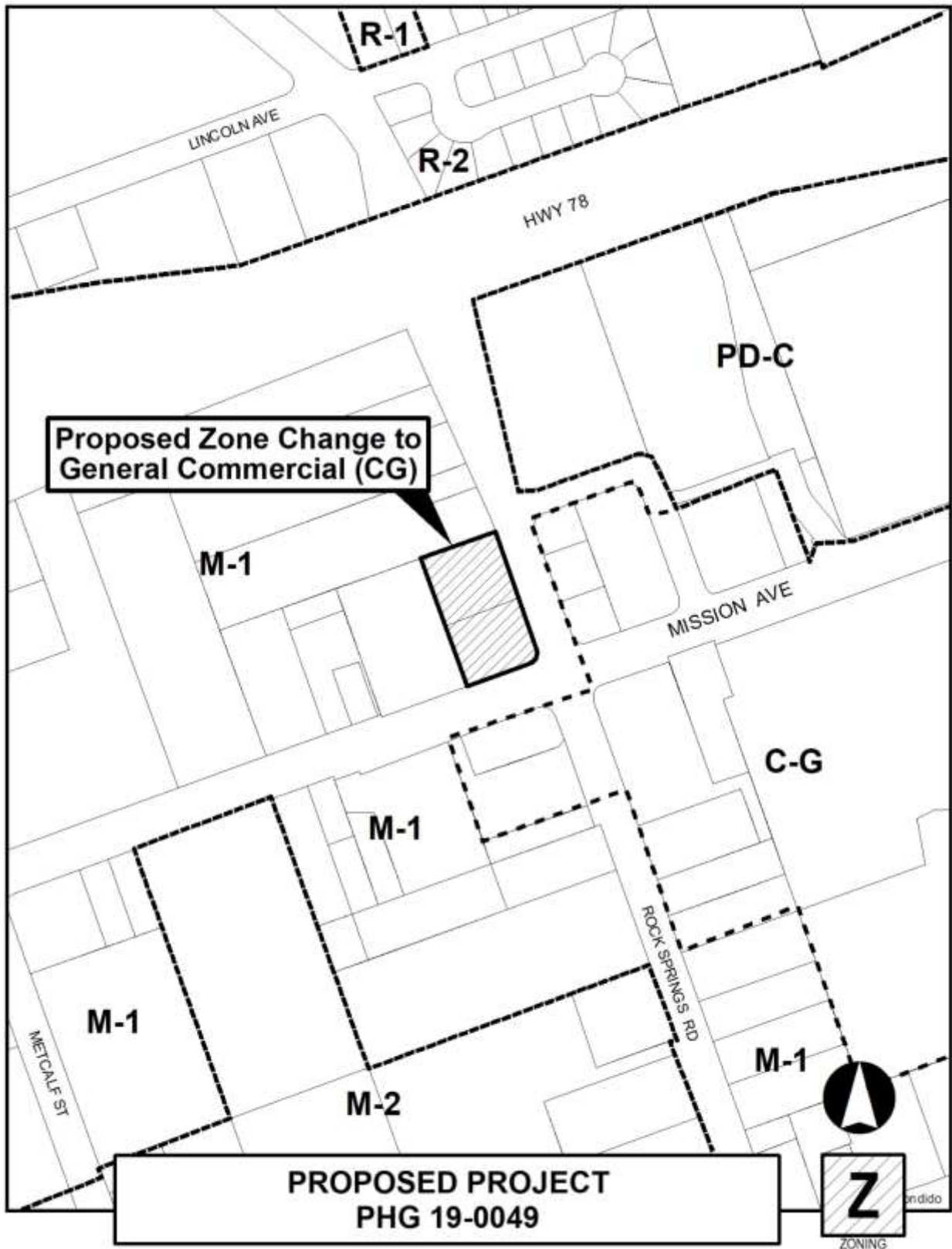
PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

The Planning Division depends on the Police Department to evaluate a request for an alcohol license and to recommend appropriate conditions for the site and use, if a license is to be granted. The City has not identified any concerns with the request with the implementation of the recommend conditions of approval in conformance with Article 57. The alcohol permit also would need to be considered and approved by the Department of Alcoholic Beverage Control (ABC). Therefore, staff feels the CUP should be approved as conditioned. Staff recommends the Planning Commission adopt Resolution 2020-19, recommending approval of the proposed General Plan Amendment, Zone Change and Conditional Use Permit described in this staff report, and as detailed in Exhibits "A" through "D" to the draft Resolution.

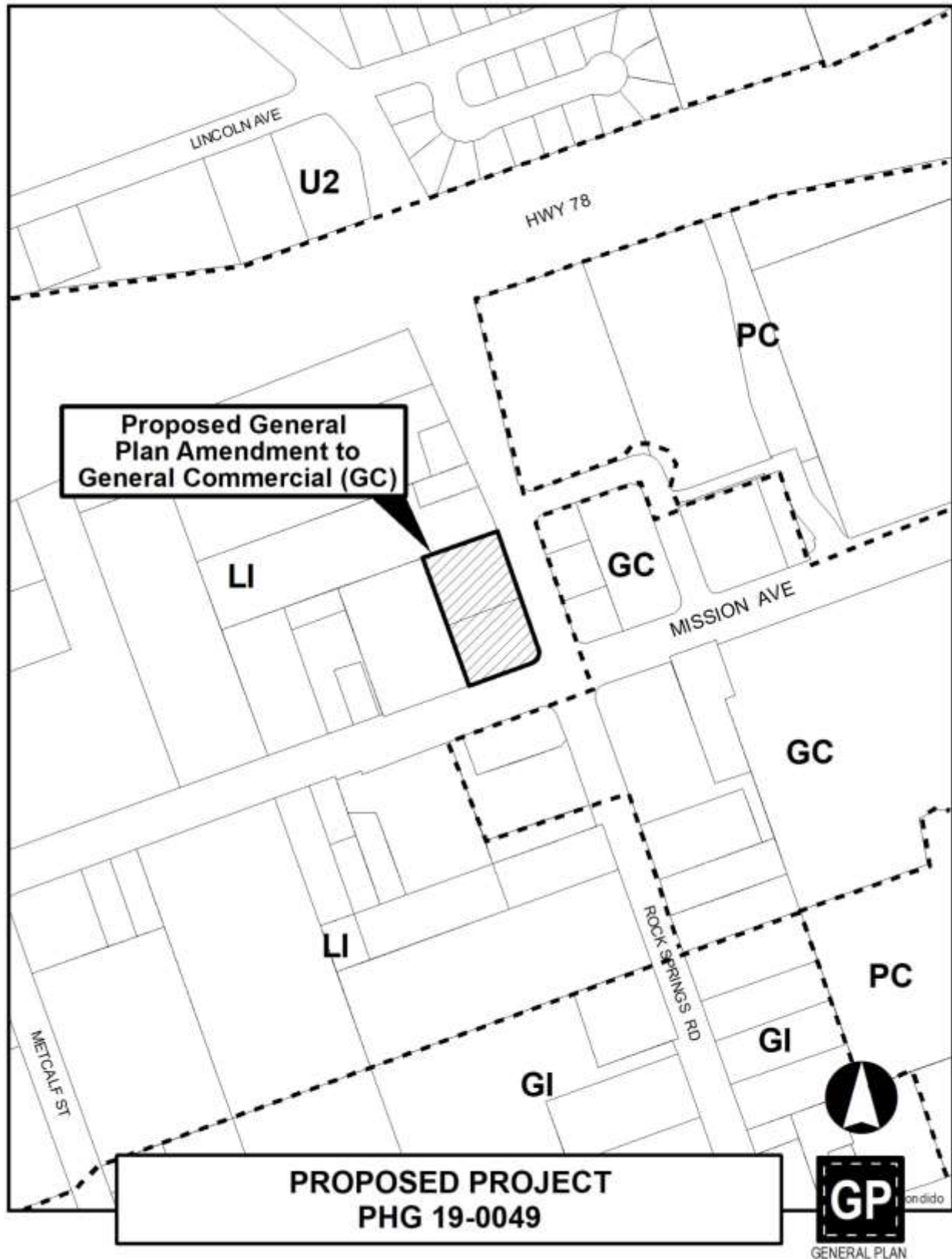
### **ATTACHMENTS**

1. Location and General Plan Map
2. Final Initial Study/Mitigated Negative Declaration
3. Resolution 2020-19

**ATTACHMENT 1**



PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission



PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## **ATTACHMENT 2**

### **FINAL IS/MND ENV 19-0006**

Due to the number of pages of Attachment 2," a link has been provided to review the document electronically on the City's web site at:

<https://www.escondido.org/7-eleven-900-w-mission-avenue.aspx>

A hardcopy of the Final Initial Study/Mitigated Negative Declaration is available for review in the Office of the Planning Division of the Community Development Department during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

Note: The following documents are available under the link above:

- Draft IS/MND
- Appendices
- Final IS/MND

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

### ATTACHMENT 3

Planning Commission  
Hearing Date: December 8, 2020  
Effective Date: Not Applicable

#### PLANNING COMMISSION RESOLUTION NO. 2020-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING APPROVAL OF A GENERAL PLAN AMENDMENT, ZONE CHANGE AND CONDITIONAL USE PERMIT FOR A GASOLINE STATION/CONVENIENCE STORE LOCATED AT 900 W. MISSION AVENUE

APPLICANT: Golcheh Group, LLC

CASE NO: PHG19-0049 and ENV19-0006

WHEREAS, the Golcheh Group, LLC (“Applicant”), filed a land use development application, Planning Case No. PHG19-0049 (“Application”) constituting a request for an amendment to the General Plan from Light Industrial (LI) to General Commercial (GC), a Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning, along with a Conditional Use Permit for the development of a convenience store and gasoline station that includes the sale of alcoholic beverages (“Project”). The approximately 1.14-acre Project site generally is located on the northwestern corner of W. Mission Avenue and Rock Springs Road, addressed at 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00); and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, gasoline stations/convenience stores with the concurrent sale of alcoholic beverages are conditionally permitted uses within the General Commercial Zone, subject to the approval of a Conditional Use Permit, in accordance with Articles 16 and 57 of the Escondido Zoning Code; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "D," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements; and

WHEREAS, on December 8, 2020, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and



PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated December 8, 2020, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

WHEREAS, the public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.
2. A Final Initial Study / Mitigated Negative Declaration ("Final IS/MND") has been prepared in compliance with all requirements contained in CEQA, the CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code. Mitigation measures were developed to reduce potential impacts to cultural/tribal cultural resources, geology, noise, and traffic. The Project Applicant has agreed to

implement all mitigation measures identified in the Final IS/MND in order to reduce all potentially significant environmental impacts to a less-than-significant level, in accordance with the Mitigation Monitoring and Reporting Program (“MMRP”) prepared for the Project. Mitigation measures incorporated as part of the Project’s conditions of approval reduce impacts to a level less than significant, therefore a IS/MND is appropriate for adoption.

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the following substantive findings/factors and determinations, attached hereto as Exhibit “B,” relating to the information that has been considered. In accordance with the Findings of Fact and Factors to be Considered, and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The Application to use the Property for the Project, subject to each and all of the conditions of approval, hereinafter set forth in Exhibit “C,” and Mitigation Monitoring and Reporting Program (MMRP), hereinafter set forth in Exhibit “E,” is hereby recommended for **approval** by the City Council. The Planning Commission expressly declares that it would not have recommended approval of this Application except upon and subject to each and all of said conditions and mitigation measures, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

5. The development plans for the Project are on file in the Planning Division of the Community Development Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if it were fully set forth herein. The Project is recommended for conditional approval by the City Council as set forth on the Application and Project drawings.

BE IT FURTHER RESOLVED that, pursuant to Government Code section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, [www.escondido.org](http://www.escondido.org), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 8<sup>th</sup> day of December, 2020, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

\_\_\_\_\_  
STAN WEILER, Chair  
Escondido Planning Commission

ATTEST:

\_\_\_\_\_  
MIKE STRONG, Secretary of the  
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

\_\_\_\_\_  
JOANNE TASHER, Minutes Clerk  
Escondido Planning Commission

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## EXHIBIT "A"

### LEGAL DESCRIPTION Planning Case No.: PHG 19-0049

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 228-220-43

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2.

EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. 74-073291 OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 17, 1971, AS FILE NO. 101247; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: 228-220-13

THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF.

EXCEPTING THEREFROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.

## **EXHIBIT “B”**

### **Findings of Fact/Factors to Be Considered**

#### **PHG 19-0049 and ENV 19-0006**

#### **Environmental Determination(s)**

1. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.) (“CEQA”), and its implementing regulations (Article 14 of the California Code of Regulations, Section 15000 et. seq. (“CEQA Guidelines”), the City of Escondido is the Lead Agency for the project (“Project”), as the public agency with the principal responsibility for approving the Project.
2. An Initial Study/Mitigated Negative Declaration (IS/MND) for the Project was prepared, published, circulated, and reviewed in accordance with the requirements of CEQA, the CEQA Guidelines, and the local environmental procedures. The decision-making body of the Lead Agency shall adopt the proposed IS/MND only if:
  - It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
  - The IS/MND reflects the Lead Agency's independent judgment and analysis.
3. The Final IS/MND and Mitigation Monitoring and Reporting Program (“MMRP”) collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the Project, and shall be referred to herein collectively as the "CEQA Documents."
4. The Planning Commission has received the material record supporting all of the CEQA Documents for the Project. The Planning Commission finds the following:
  - The Final IS/MND reflects the City's independent judgment and analysis.
  - There is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts or that cannot be fully mitigated. All previously identified impacts have been mitigated to a less-than-significant level.
  - The Planning Commission also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.
  - The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate, and good faith effort at full disclosure under CEQA.
5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes the adoption of the MMRP, attached as Exhibit C to the Resolution.

6. Pursuant to Public Resources Code section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials that constitute the record of proceedings are located at the City of Escondido, City Civic Center. The City Clerk, whose office is located at 201 North Broadway, Escondido, CA 92025, is hereby designated as the custodian of the documents and other materials that constitute the record of proceedings upon which the Planning Commission's decision is based. Such documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

### **General Plan Amendment and Zone Change Determinations**

1. The public health, safety, and welfare will not be adversely affected by the proposed General Plan Amendment from Light Industrial (LI) to General Commercial (GC), and corresponding Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning. An Initial Study/Mitigated Negative Declaration was prepared for the project and circulated for 20-day public review and comment, as required under CEQA. This environmental review document found that development of the property with a proposed gasoline station/convenience store could have potentially significant impacts related to cultural/tribal cultural resources, geology, noise, and traffic, but project design features and mitigation measures have been incorporated to reduce these impacts to a less-than-significant level. The development standards and building requirements allowed under the amendment to the General Plan and Zone change from industrial to commercial zoning would be subject to all local and state regulations, including but not limited to Air Pollution Control District regulations, Engineering Services Department regulations, Health Department regulations, Zoning Code standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts.
2. The property involved is suitable for the uses permitted by the proposed zone and would not be detrimental to surrounding properties as noted in Item No. 1 above. The project site is located within an urban area of the City and adjacent to commercial zoning to the south and east, and industrial zoned property to the north and west that are developed with commercial and industrial type uses. The proposed General Plan Amendment and Zone Change for the subject site from industrial to commercial would be compatible with the existing industrial and commercial development pattern in the surrounding area. All public services and utilities necessary to serve the Project would remain as identified in the General Plan or applicable Municipal and Zoning Codes. Proposed development standards and the design of buildings would be compatible with the character of buildings on adjoining and nearby properties. Street improvements are proposed by the Project that would benefit the surrounding area, including frontage improvements along W. Mission Avenue, and the installation of a traffic signal at the Rock Springs Road/W. Lincoln Avenue intersection.

3. The Project applicant has substantiated the need for the proposed General Plan Amendment in conformance with General Plan Amendment Policy 17.5. W. Mission Avenue and the intersection of W. Mission Avenue/Rock Springs Road is a highly traveled Circulation Element roadway. The area is primarily developed with commercial and industrial uses and certain support services such as gasoline stations/convenience stores would be beneficial to the surrounding businesses and customers along this busy transportation corridor. In addition, development of the site would facilitate the installation of certain street improvements along the project frontage and a traffic signal at the intersection of Rock Springs Road/W. Lincoln Avenue. These infrastructure improvements would be a substantial benefit for residents and commercial/industrial development throughout the area, and would further support implementation of the City's Mobility and Infrastructure Element and level of service at this intersection.
4. In order to develop the site as proposed, a change to the zoning classification and land use designation is necessary. The change of zone from Light Industrial (M-1) to General Commercial (CG) is proposed in conjunction with a Conditional Use Permit to allow the development of a gasoline station/convenience store. A General Plan Amendment to change the land use designation of the subject site from Light Industrial (LI) to General Commercial (GC) is proposed under this project to maintain consistency with the Zone Change request. The General Commercial land use designation accommodates a wide variety of retail and service activities intended to serve a broad customer base. The Zone Change to General Commercial required to facilitate the development of the subject site with a service type use is consistent with the General Commercial land use designation. The proposed development would be consistent with the proposed General Commercial land use designation as this designation is appropriate along major thoroughfares and in higher intensity urban nodes. The proposed project also would be in conformance with the General Commercial "Urban Form" requirements as the Project is located and designed to be compatible with adjacent uses in scale, bulk, and height.
5. The Project site is located within a General Plan Opportunity Area (Figure II-19) and Target Area (a), Downtown Transit Station (Figure II-20). Opportunity Areas call for implementing smart growth principles that promote development/redevelopment that enhance job growth and revitalize the community. The Guiding Principles for the Target Area supports a variety of commercial uses incorporating unified development standards and design guidelines. Redevelopment of the site for the development of a gasoline station/convenience store would be consistent with the range of uses that would be permitted within the Downtown Transit Station Target Area. The proposed Project also would result in the installation of necessary roadway and intersection improvements that would be compatible with the Opportunity Area and Target Area principles.

### **Conditional Use Permit**

1. Granting the Conditional Use Permit to allow a gasoline station/convenience store along with the sale of alcoholic beverages (beer and wine only) is based on sound principles of land use



because adequate parking, access, on-site circulation, utilities, storm water facilities, and landscaping would be provided (as detailed in the staff report). The proposed Project would not diminish the quality of life standards of the General Plan because the Project would not materially degrade the level of service on adjacent streets or public facilities, nor create excessive noise, and adequate public services are currently provided on-site. The proposed development would be well integrated into its surroundings because the proposed structures would incorporate compatible architectural design, materials, and colors, and the Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. The proposed use is in response to services required by the community because the proposed gasoline station/convenience store would provide additional services along this busy roadway. Appropriate conditions have been incorporated to address any potential impacts related to the sale of alcoholic beverages, as recommended by the City of Escondido. The sale of alcoholic beverages also will require approval and permitting by the California Department of Alcoholic Beverages (ABC) to further ensure the appropriateness of the operation, sale, control, and enforcement of the sale of alcoholic beverages at the site.

2. The proposed Conditional Use Permit will not cause deterioration of bordering land uses or create special problems for the area in which it is located. An Initial Study / Mitigated Negative Declaration was prepared for the project and circulated for 20-day public review and comment, as required under CEQA. This environmental review document found that development of the property with a proposed gasoline station/convenience store could have potentially significant impacts related to cultural/tribal cultural resources, geology, noise, and traffic, but Project design features and mitigation measures have been incorporated to reduce these impacts to a less-than-significant level. Development of the site with a gasoline station/convenience store would be subject to all local and state regulations, including but not limited to Air Pollution Control District regulations, Engineering Services Department regulations, Health Department regulations, Zoning Code standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts.
3. The proposed Conditional Use Permit has been considered in relationship to its effect on the neighborhood and it has been determined to be compatible with the surrounding commercial and industrial properties and General Plan policies because the use would not create any land use or other adverse impacts that are not adequately mitigated. The Conditional Use Permit is subject to conditions of approval necessary and desirable to preserve the public health, safety, and general welfare.

**EXHIBIT “C”**  
**PLANNING CASE NO. PHG 19-0049**  
**CONDITIONS OF APPROVAL**

This Project is conditionally approved as set forth on the application received by the City of Escondido on September 19, 2019, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Conceptual Landscape Plans and Colored Elevations; all designated as approved on December 8, 2020, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term “Applicant” shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

**A. General:**

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire thirty-six (36) months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one (1) year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the

Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three (3) copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

**4. Conformance to Approved Plans.**

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

**5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

**6. Certificate of Occupancy.**

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

**7. Availability of Permit Conditions.**

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit

approval and shall be of a form and content satisfactory to the Director of Community Development.

- b.** The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.
- 8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.
- 9. Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

- 10. Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.
- 11. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

## **12. Clerk Recording.**

- a.** State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the “San Diego County Clerk,” in the amount that is published by the County Clerk’s Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk’s Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.
- b.** For more information on filing fees, please refer to the County Clerk’s Office and/or the California Code of Regulations, Title 14, Section 753.5.

**13. Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

**14. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

**15. Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

**16. Indemnification.** The Applicant shall hold harmless the City, its Council Members, its Commission and Boards, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of any approval or denial of the application and from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Applicant, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the property the same may occur; (ii) any use of the property, or any accident, injury, death or damage to any person or property occurring in, on or about the property, or any part thereof, or from the conduct of the Applicant or owner's business or from any activity, work or thing done, permitted or suffered by Applicant or owner or its sublessees, contractors, employees, or invitees, in or about the property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Applicant's or owner's part to be performed under the terms of this Agreement, or arising from any negligence of Applicant or owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Applicant or owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City. Applicant further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including reasonable attorney's fees.

## **B. Construction, Maintenance, and Operation Obligations:**

- 1. Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

- 2. Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies (including County Department of Health for USTs, APCD for Healy Tanks and Alcohol Beverage Control type 20 license). Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

- 3. Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
- 4. Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.



### **C. Parking and Loading/Unloading.**

1. A minimum of 21 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required, minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The stripping shall be drawn on the plans or a note shall be included indicating double stripping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.
  - a. A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of

the Zoning Code. Five (5) copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

- b.** Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.
- c.** The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d.** Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.
- e.** New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Community Development shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

#### **E. Specific Planning Conditions:**

- 1.** Prior to the issuance of building permits for the project, a Lot Tie shall be recorded between APNs 228-220-13-00 and 228-220-43-00. The project applicant shall be responsible for the submittal of the Lot Tie application, all required documents, application fees and recording.

2. The landscape plan attached to the project exhibits is conceptual only. The final landscape plan shall include appropriate screening around the main building, to include taller shrubs along the northern and eastern sides of the building. Appropriate street trees also shall be provide along the Rock Springs Road frontage, including along the eastern building frontage. Trees (min. 15 gallon) also shall be provided along the northern perimeter of the site. The final landscape design also shall provide 50 percent or more of shade coverage in 10 years for the open parking spaces.
3. An appropriate property boundary fence or wall shall be provided along the northern and western property boundaries. Appropriate sight distance shall be provided at driveways. Standard chain-link fencing shall not be permitted. Vinyl-clad fencing (with or without slats) would be acceptable. Any perimeter masonry walls shall include pilaster at wall corners, to the satisfaction of the Director of Community Development.
4. The sale of alcoholic beverages as part of this CUP is for the sale of beer and wine only. An appropriate license shall be required from the Department of Alcoholic Beverage Control.
5. Loitering is prohibited on or around these premises or the area under the control of the licensee.
6. No alcoholic beverage shall be displayed within five feet of the cash register of the front door unless it is in a permanently affixed cooler.
7. No advertisement of alcoholic beverages shall be displayed at motor fuel islands.
8. No sale of alcoholic beverages shall be made from a drive-in window.
9. No display or sale of alcoholic beverages shall be made from any ice container.
10. No self-illuminating advertising for beer and wine shall be located on the buildings or windows.
11. Employees selling alcoholic beverages between the hours of 10:00 p.m. and 12:00 a.m. shall be at least twenty-one years of age. (This change would be effective if we go with the additional condition below.)
12. No beer and wine shall be sold between the hours of 12:00pm and 8:00am.
13. At least two signs shall be posted in visible places on the convenience store building (one adjacent to the entrance) stating the consumption of alcoholic beverages on the premises is prohibited and that violators will be prosecuted.

14. The licensee shall comply with all conditions set forth in the premise license issued through the Department of Alcoholic Beverage Control at all times.
15. If the restrictions imposed by the conditions of approval included with this CUP are stricter than those placed on the ABC license, these conditions shall take precedent.
16. There shall be no amusement machines or video game devices in the premises at any time.
17. No wine shall be sold with an alcohol content of greater than 15% by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.
18. Beer, malt beverages, and wine coolers shall not be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
19. No other laws shall be violated. Any violation of this Conditional Use Permit or additional conditions set forth in the premise license issued by the Department of Alcoholic Beverage Control may result in a suspension or revocation of this CUP.

#### **F. Mitigation Measures:**

- CUL-1** The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.
- CUL-2** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms that Native American monitors representing both Luiseño and Kumeyaay TCA Tribes have been retained. The

City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

- CUL-3** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
- CUL-4** During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.
- CUL-5** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.
- CUL-6** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.
- CUL-7** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

**CUL-8** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.

**CUL-9** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:

- 1) It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

- 2) Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/ researchers for further study. The collection and associated records,

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.

**CUL-10** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

**GEO-1** Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.

**NOI-1** To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:

- The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
- The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.
- The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.
- At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.

- The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

**TRA-1** Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportations improvements within the City shall be constructed to the satisfaction of the City Engineer.

**TRA-2** Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.

## **ENGINEERING CONDITIONS OF APPROVAL**

### **GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and



PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warranty (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.
6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
8. The Developer's engineer shall submit to the Planning Department 3 copies of the Site Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Site Plan will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Site Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

### **STREET IMPROVEMENTS AND TRAFFIC**

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

#### **STREET**

W. Mission Ave.

#### **CLASSIFICATION**

Major Road (41' half width)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. Median curb shall be installed on W. Mission Avenue to limit the W. Mission Avenue driveway to right turns in and out only. Paving or overlay within and near the left turn pocket may be needed for proper drainage within the left turn pocket.
4. The project's access drive shall be constructed as an alley-type driveway apron with a minimum throat width of 24-feet and a driveway apron with a 4-foot minimum ADA path of travel maintained near the right-of-way line to the satisfaction of the City Engineer.
5. The Developer shall construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
6. As part of the required Mission Avenue widening and new 30' curb return improvements and to add protected left turn phasing to the south and north bound legs, the Developer will be required to modify the existing Rock Springs Road and Mission Avenue traffic signal and associated equipment. The Developer shall submit separate traffic signal and signing and striping modification improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. These traffic signal modifications shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, left turn phasing heads, APS, and shall include a new controller and cabinet. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal modification work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
7. The Developer may be responsible for an overlay of Rock Springs Road due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
8. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
10. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

11. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer
12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
13. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.
14. The existing W. Mission Avenue bus stop shall be relocated to the satisfaction of the North County Transit District (NCTD) and the City Engineer. The relocated bus stop shall be constructed on W. Mission Avenue along the project frontage. The developer shall provide written correspondence from NCTD stating they have approved the proposed location of the bus stop prior to approval of the Improvement Plan. The NCTD approved bus stop location shall be shown the Improvement Plan.
15. The existing Rock Springs Road storm drain inlet near W. Mission Avenue shall be relocated to the satisfaction of the City Engineer. The existing 29"x18" corrugated steel arch pipe (CSPA) that connects to this storm drain inlet shall be replaced with a reinforced concrete pipe (RCP). The new storm drain pipe shall connect to the existing 36" RCP in Rock Springs Road with a cleanout per San Diego Regional Standard Drawings.
16. The proposed Rock Springs Road driveway shall be signed and striped for right turns in and out only.

### **GRADING and SITE IMPROVEMENTS**

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt base (AB) or 7" portland concrete cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.

3. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.
4. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.
5. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.
9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

## **DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.
3. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

4. Storm water runoff from the W. Mission Avenue frontage improvements shall be treated in accordance with Green Streets” best management practices (BMPs).
5. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
6. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

#### **WATER SUPPLY**

1. All water services, detector check assemblies, and other water appurtenances shall be designed and installed at locations required and approved by the Director of Utilities. All new water lateral locations and sizing shall be to the satisfaction of the City Engineer and, in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.
3. Where fire hydrants are being relocated, the abandoned fire hydrant laterals shall be abandoned at the water main. All existing gate valves and tees shall be removed and a straight run of pipe shall be replaced within the water main to the nearest joints.
4. A fire suppression sprinkler system shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and per the requirements of the Fire Marshal.
5. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.
6. All on-site water lines and backflow prevention devices not in public easements or the City’s Right of Way shall be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.
7. No trees or deep rooted plants shall be planted within 10-feet of any water service.

## **SEWER**

1. A private 6-inch minimum (PVC) sewer lateral with a standard clean-out within the right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Inserta-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
3. No trees or deep rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
4. All abandoned sewer laterals shall be removed or capped at the property line and so noted on the improvement plans to the satisfaction of the Utilities Engineer.
5. All sewer lateral(s) and grease traps shall be considered a private sewer system. The Property Owner will be responsible for all maintenance of the sewer lateral(s) and system to the sewer main.
6. A grease trap, if required for the restaurant component of the project, shall be installed at an approved location to the satisfaction of the Director of Utilities.

## **LANDSCAPE**

7. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.
8. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs and landscaping installed in the right-of-way, shall be maintained by the property owner.

## **EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

**STREET**

**CLASSIFICATION**

W. Mission Avenue

Major Road (51' CL to R/W - 9' dedication)

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.
2. The developer shall dedicate to the public a 20-foot radius corner rounding at W. Mission Avenue and Rock Springs Road.
3. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. Building permits will not be issued for lots in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required dedication fee in effect at the time of the submittal.

*Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying and traverse closure tapes. The City will prepare all final public documents.*

**FEES**

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of 36,000, unless a higher amount is deemed necessary by the City Engineer.
2. The City shall credit the Developer \$50,000 in Traffic Impacts Fees as the City's contribution towards the addition of protected left turn phasing to the south and north bound legs at this intersection.
3. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

**UTILITY UNDERGROUNDING AND RELOCATION**

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

**SURVEYING AND MONUMENTATION**

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.



**EXHIBIT "D"**





**MATERIALS BOARD**



'CASA BLANCA' SW7571  
SHERWIN WILLIAMS



'MEXICAN SAND' SW7519  
SHERWIN WILLIAMS



'QUARTERSAWN OAK' SW2836  
SHERWIN WILLIAMS



DARK ANODIZED BRONZE



QUICKSTACK 'COASTAL BROWN'  
CORONADO STONE

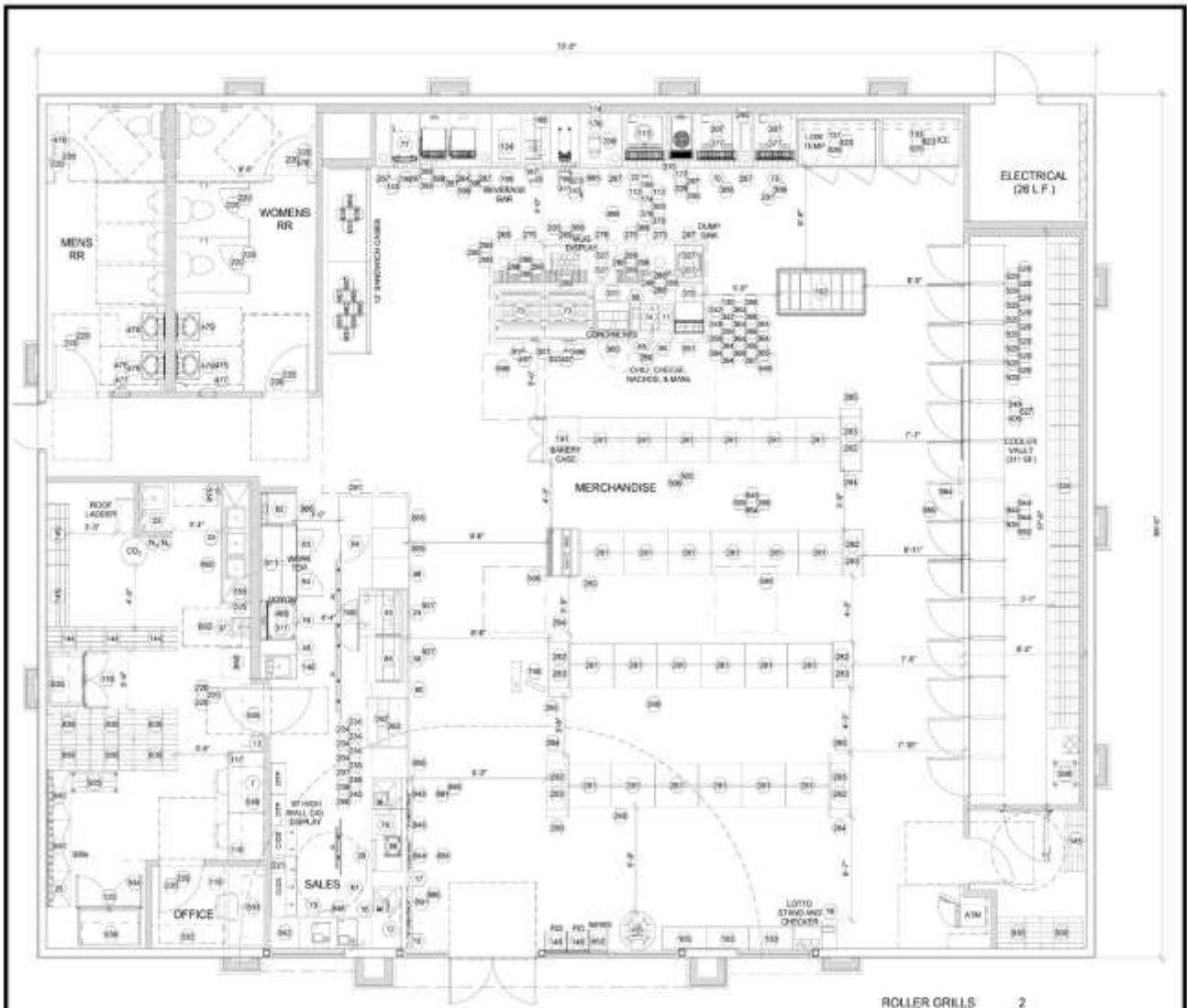


STANDING SEAM METAL ROOF  
BRIDGER STEEL



**PROPOSED PROJECT: PHG 19-0049  
MATERIALS**

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



**1045089 - ESCONDIDO, CA - LAYOUT 02**

05/21/2019

ROCK SPRINGS & MISSION  
 ESCONDIDO, CA

SCALE: 1/4"=1'-0"

TDG #19-372

APPROVED: YES  NO   
 05/22/2019

**OCCUPANCY CALCULATION**

MERCHANDISE	2317 SF	/	30	=	77 PEOPLE
KITCHEN / SALES	298 SF	/	200	=	2 PEOPLE
STORAGE/ BACK ROOM	506 SF	/	300	=	2 PEOPLE
OFFICE	51 SF	/	100	=	1 PERSON
RESTROOM	478 SF	/	N/A	=	0 PEOPLE
<b>TOTAL</b>				<b>=</b>	<b>82 PEOPLE</b>

**WALL TYPE LEGEND**

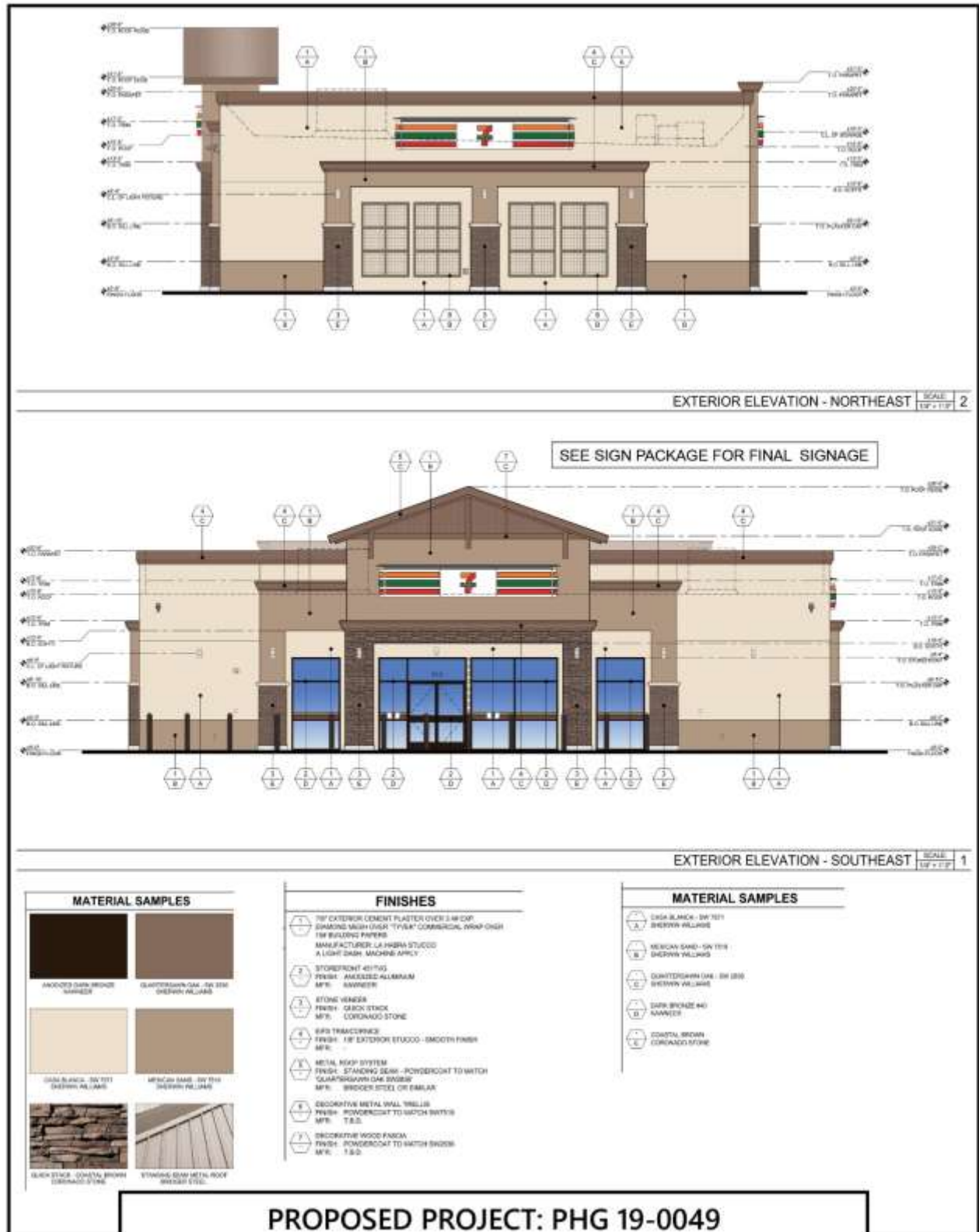
EXTERIOR WALL	
COLUMN	
INTERIOR WALL	
PARTIAL HEIGHT WALL	
COOLER WALL	

ROLLER GRILLS	2
SANDWICH CASE	12
VAULT DOORS	14
LOW TEMP DOORS	2
ICE MERCH DOORS	2
NOVELTY CASE	1 (LG)
BAKERY CASE	1 (LG)
SLURPEE BARRELS	5
GONDOLA UNITS (60"H)	48
END CAPS (60"H)	08
POWER WINGS	(08) - NOT IN TOTAL
LOW WALLS (36"H)	03
HIGH WALLS (72"H)	00
TOTAL	58
TOTAL SQ FT	= 4089 SF
SALES FLOOR AREA	= 2614 SF
GAS: YES	LIQUOR: NO
BEER: YES	WINE: YES
OCCUPANCY LOAD (>49)	= 82
TRAVEL DISTANCE (<200)	= 79'
COMMON PATH OF TRAVEL (<75)	= 88'
RESTROOMS REQUIRED	= 2
EXITS REQUIRED	= 2
OVERHEAD SHELVES	= 42 FT
FLOOR SHELVES	= 45 FT

**PROPOSED PROJECT: PHG 19-0049  
 LAYOUT**



PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

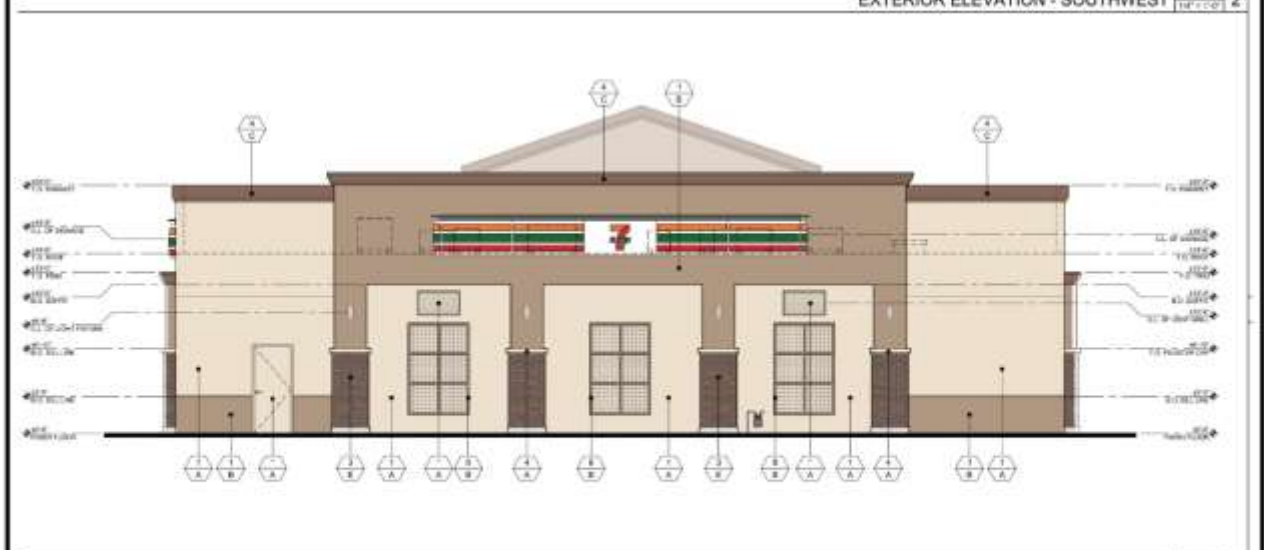


**PROPOSED PROJECT: PHG 19-0049  
 EXTERIOR**

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



EXTERIOR ELEVATION - SOUTHWEST SCALE 1/8" = 1'-0"



EXTERIOR ELEVATION - NORTHWEST SCALE 1/8" = 1'-0"

**MATERIAL SAMPLES**

 BRUSHED DARK BRONZE FINISH	 QUARTERSAWN OAK - SW 251 SHERWIN WILLIAMS
 CASA BLANCA - SW 751 SHERWIN WILLIAMS	 MUDRAN SAND - SW 709 SHERWIN WILLIAMS
 QUICK STACK - COASTAL BROWN (CORAL) STONE	 STANDING SEAM METAL ROOF (WICKER) STEEL

**FINISHES**

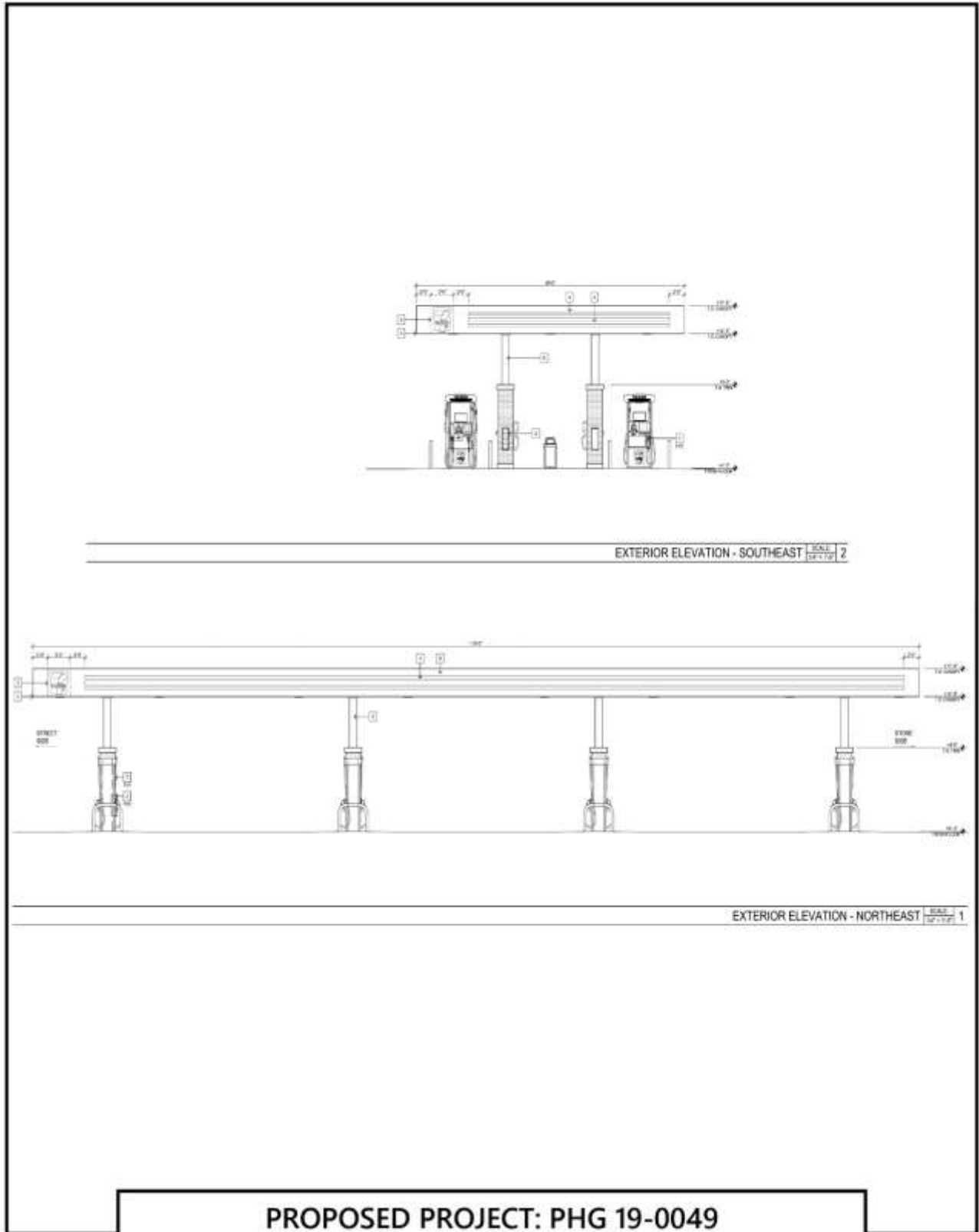
- 1. 1/2" EXTERIOR CEMENT PLASTER OVER 3/4" GYP. DIAMOND MESH OVER "TYVEK" COMMERCIAL WRAP OVER 1/2" BUILDING PAPER. MANUFACTURER: LA HABRA STUCCO. A LIGHT DASH MACHINE APPLY.
- 2. STONEFRONT 4811VS FINISH: ANODIZED ALUMINUM MFC: KAWNEER
- 3. STONE VENEER FINISH: QUICK STACK MFC: CORONADO STONE
- 4. EPS TRACORPANCE FINISH: 1/2" EXTERIOR STUCCO - SMOOTH FINISH MFC:
- 5. METAL ROOF SYSTEM FINISH: STANDING SEAM - POWDERCOAT TO MATCH QUARTERSAWN OAK SW251 MFC: BRIDGER STEEL OR SIMILAR
- 6. DECORATIVE METAL WALL TRILLS FINISH: POWDERCOAT TO MATCH BR751 MFC: T.B.C.
- 7. DECORATIVE WOOD FASOIA FINISH: POWDERCOAT TO MATCH BR251 MFC: T.B.C.

**MATERIAL SAMPLES**

- A. CASA BLANCA - SW 751 SHERWIN WILLIAMS
- B. MUDRAN SAND - SW 709 SHERWIN WILLIAMS
- C. QUARTERSAWN OAK - SW 251 SHERWIN WILLIAMS
- D. DARK BRONZE #40 KAWNEER
- E. COASTAL BROWN CORONADO STONE

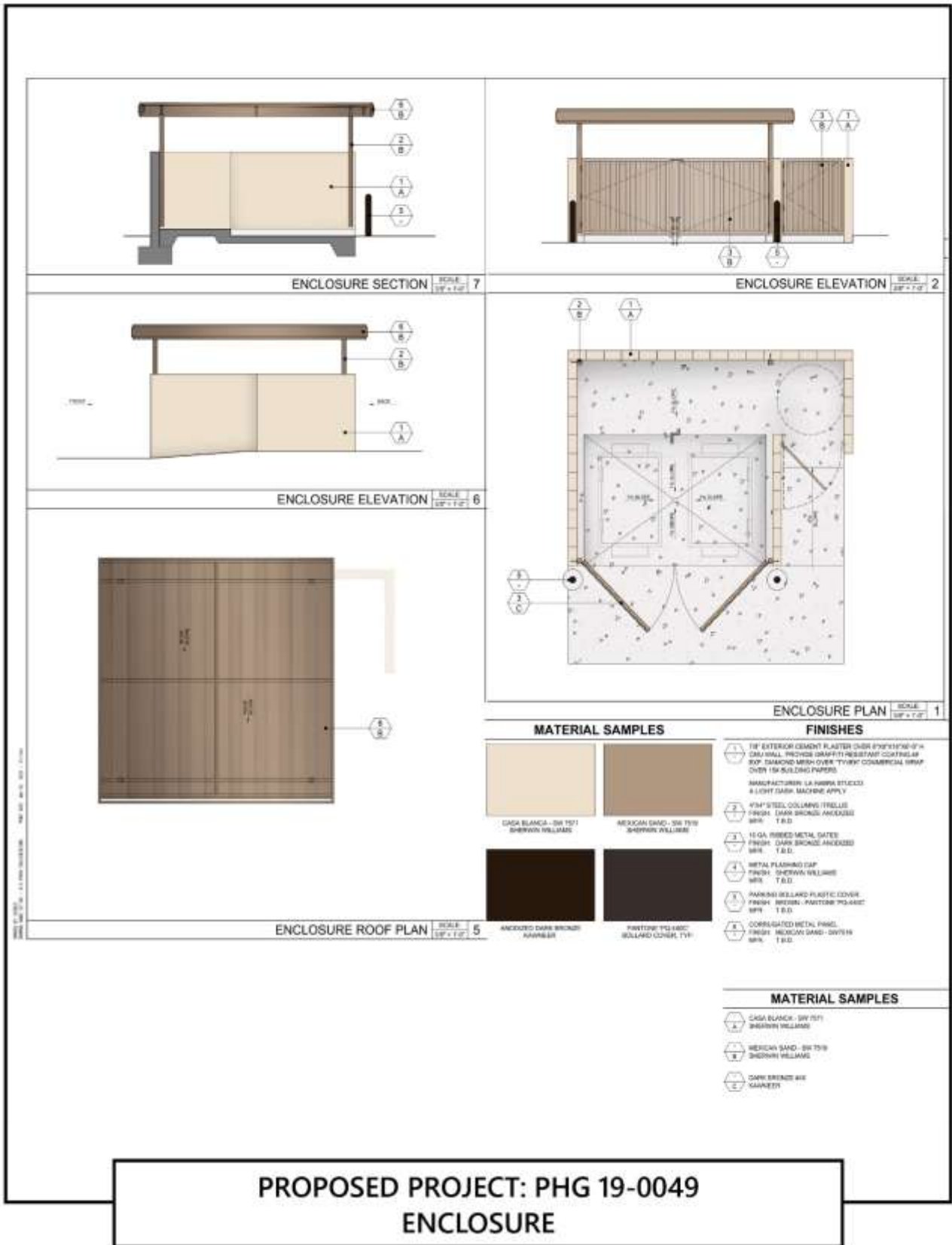
**PROPOSED PROJECT: PHG 19-0049  
 EXTERIOR CONT.**

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission



**PROPOSED PROJECT: PHG 19-0049  
EXTERIOR CANOPY ELEVATION**

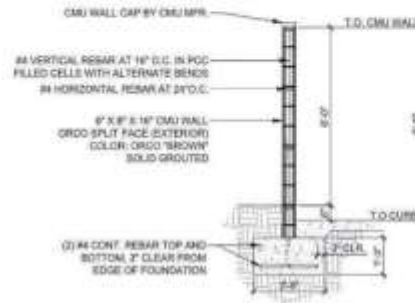
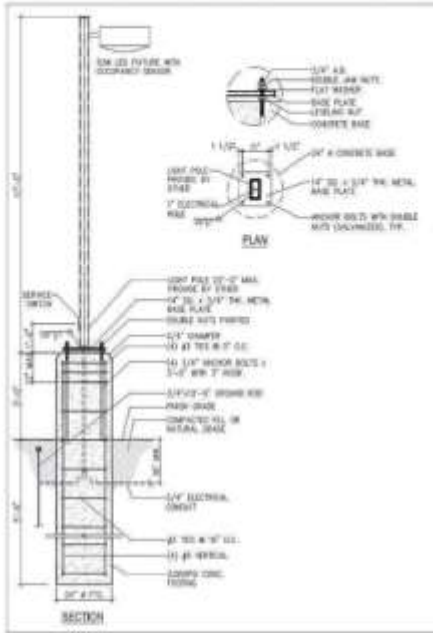
PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



**PROPOSED PROJECT: PHG 19-0049  
 ENCLOSURE**



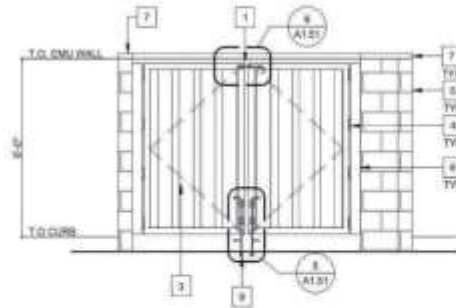
PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



**HEALY TANK ENCLOSURE** SCALE: 3/8" = 1'-0" 4

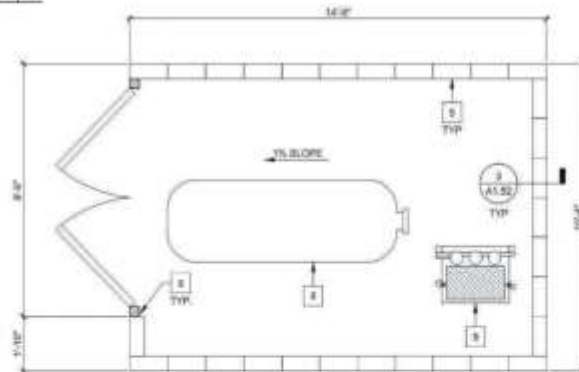
**STORE OPERATES 24HR /7-DAYS**

THE POLE MOUNTED FIXTURES ARE MOUNTED ON A 17' POLE WITH 3/8" HIGH CONCRETE BASE WITH INTERNAL HOUSESIDE SHIELD PLUS EXTERNAL SHIELD.



**ENCLOSURE SECTION** SCALE: 3/8" = 1'-0" 2

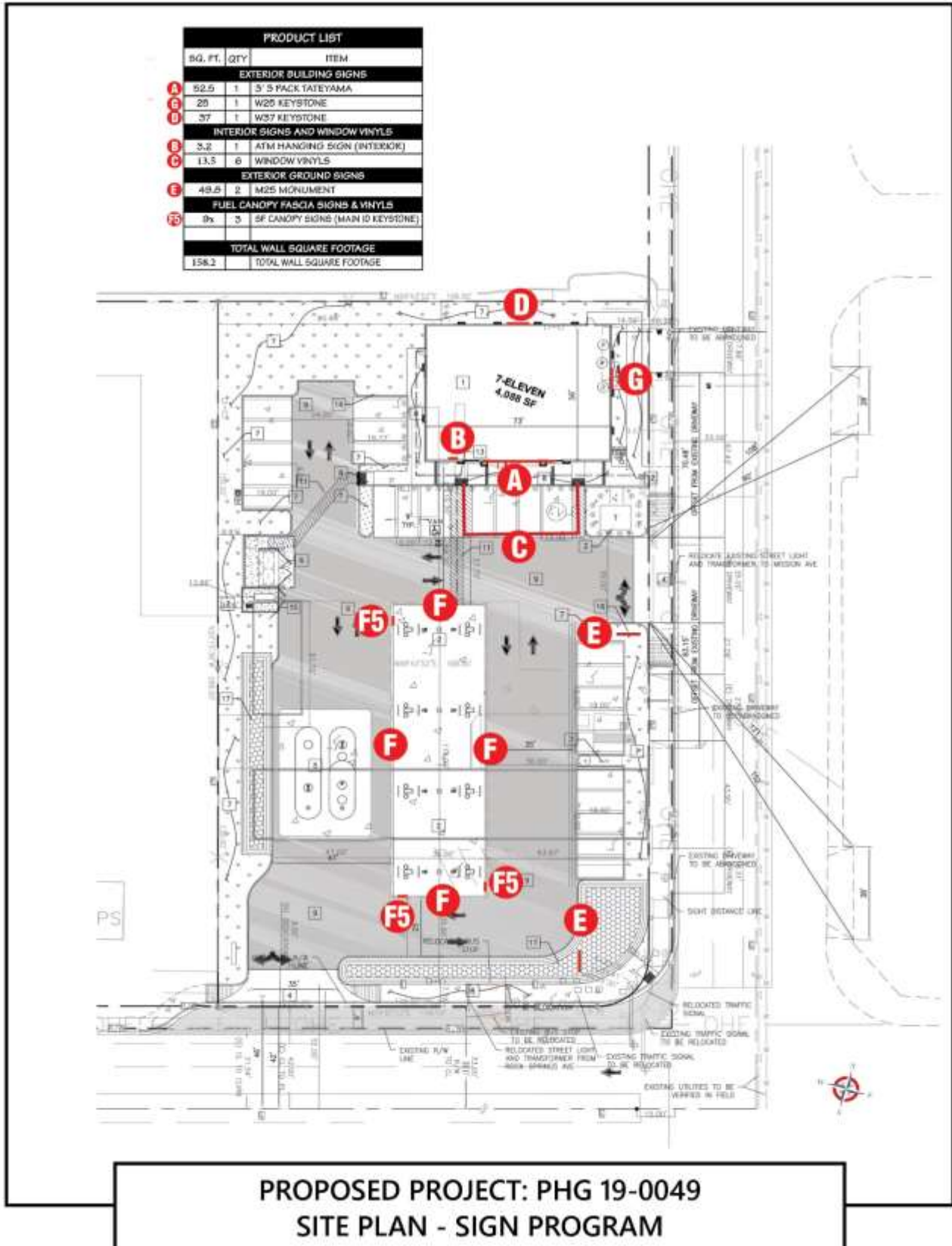
**LIGHT POLE DETAIL** SCALE: 3/32" = 1' 5



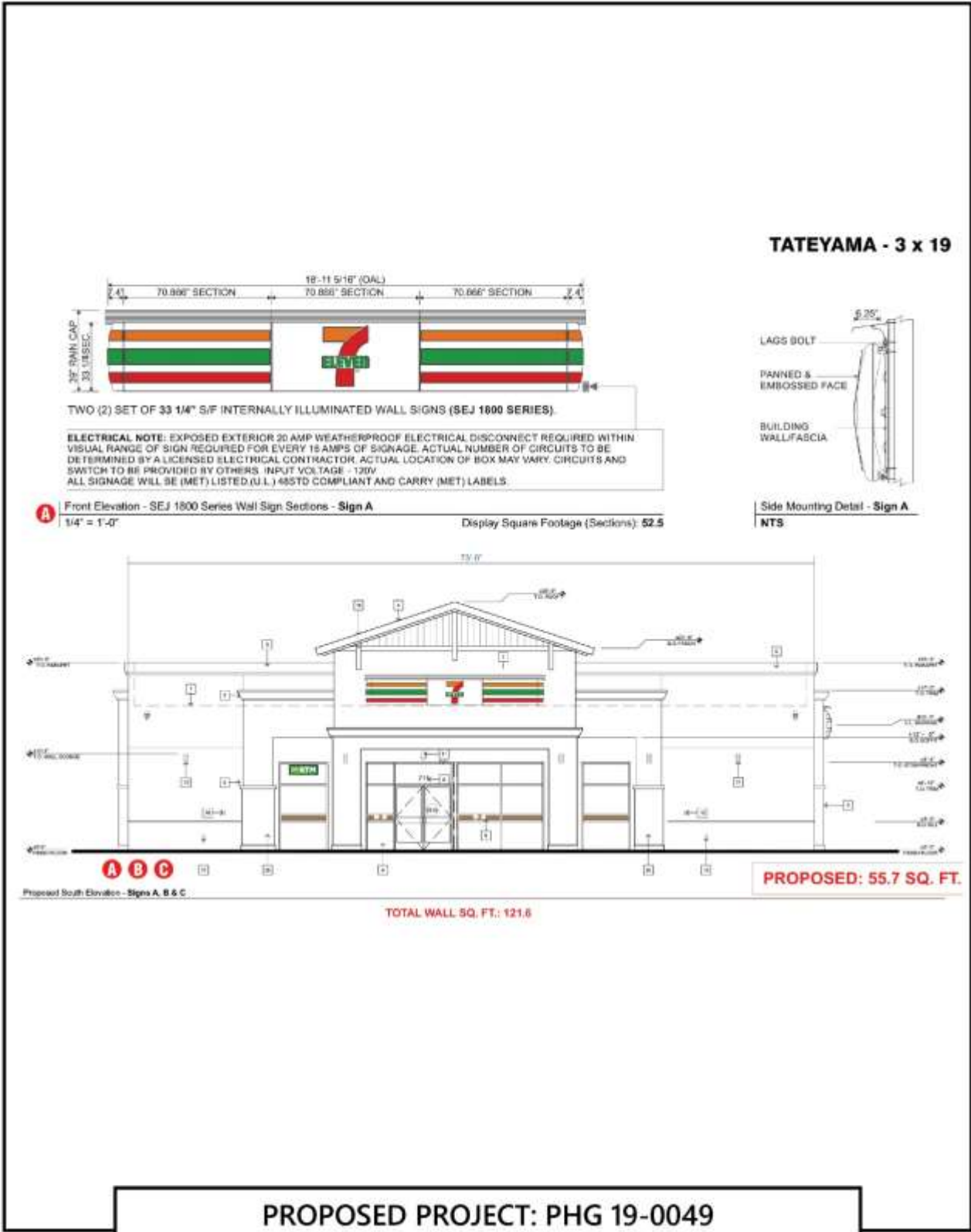
**ENCLOSURE ELEVATION** SCALE: 3/8" = 1'-0" 1

**PROPOSED PROJECT: PHG 19-0049  
 ENCLOSURE TANK**

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

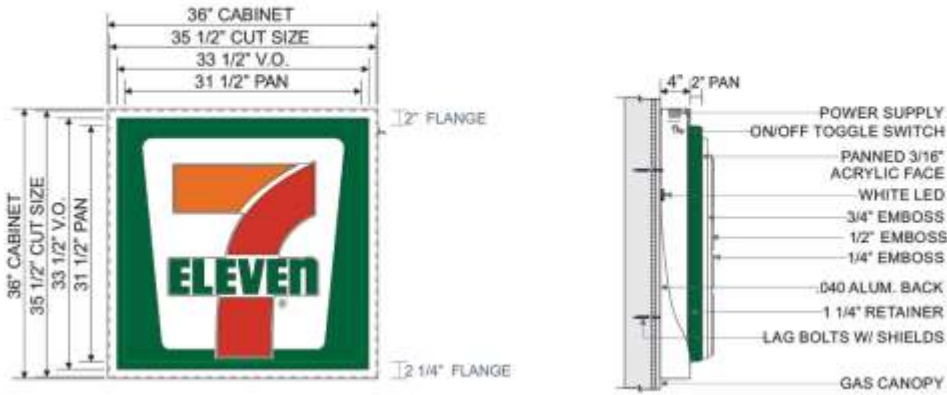


**PROPOSED PROJECT: PHG 19-0049  
 WALL SIGNAGE - ELEVATION**





PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



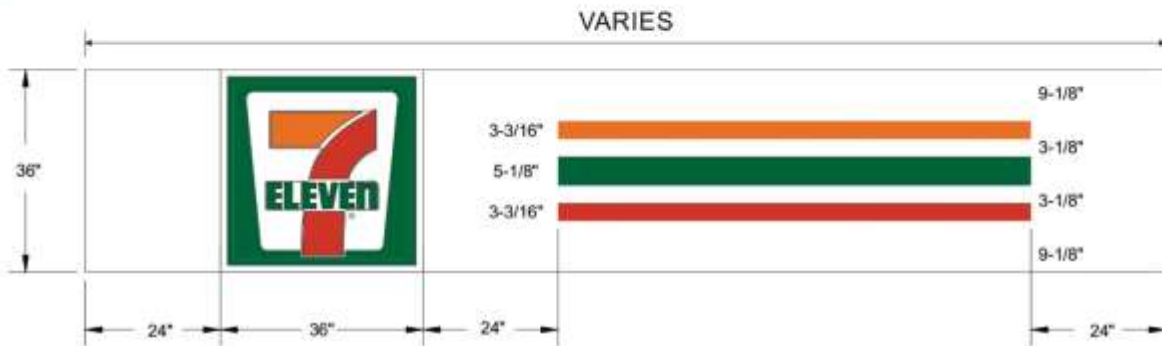
THREE (3) W9 S/F INTERNALLY ILLUMINATED CANOPY SIGN CABINET.  
 3/16\"/>

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN  
 PAINT SPECS: PMS WHITE

**NOTE:** SIGN TO BE INSTALLED 2'-0\"/>

7-ELEVEN LOGO  
 DIMENSIONS:  
 OAH: 29 1/2\"/>

**F5** Face & Side Detail - W9 Canopy Sign Cabinet - Sign F  
 NTS Display Square Footage(Cabinet): 9.0

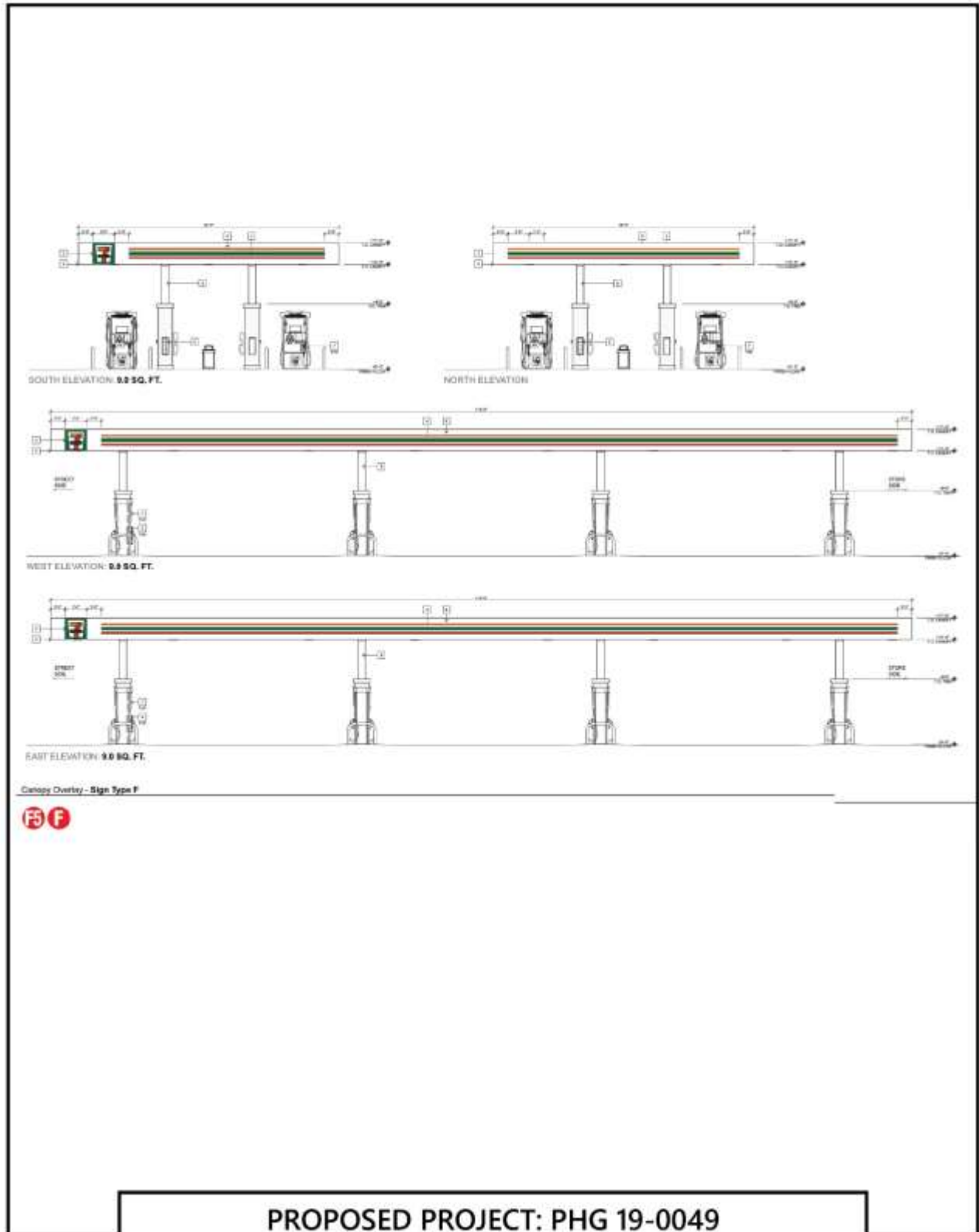


**F5 F** Front Elevation - 36\"/>
 NTS

**PROPOSED PROJECT: PHG 19-0049  
 CANOPY CABINET AND VINYL**

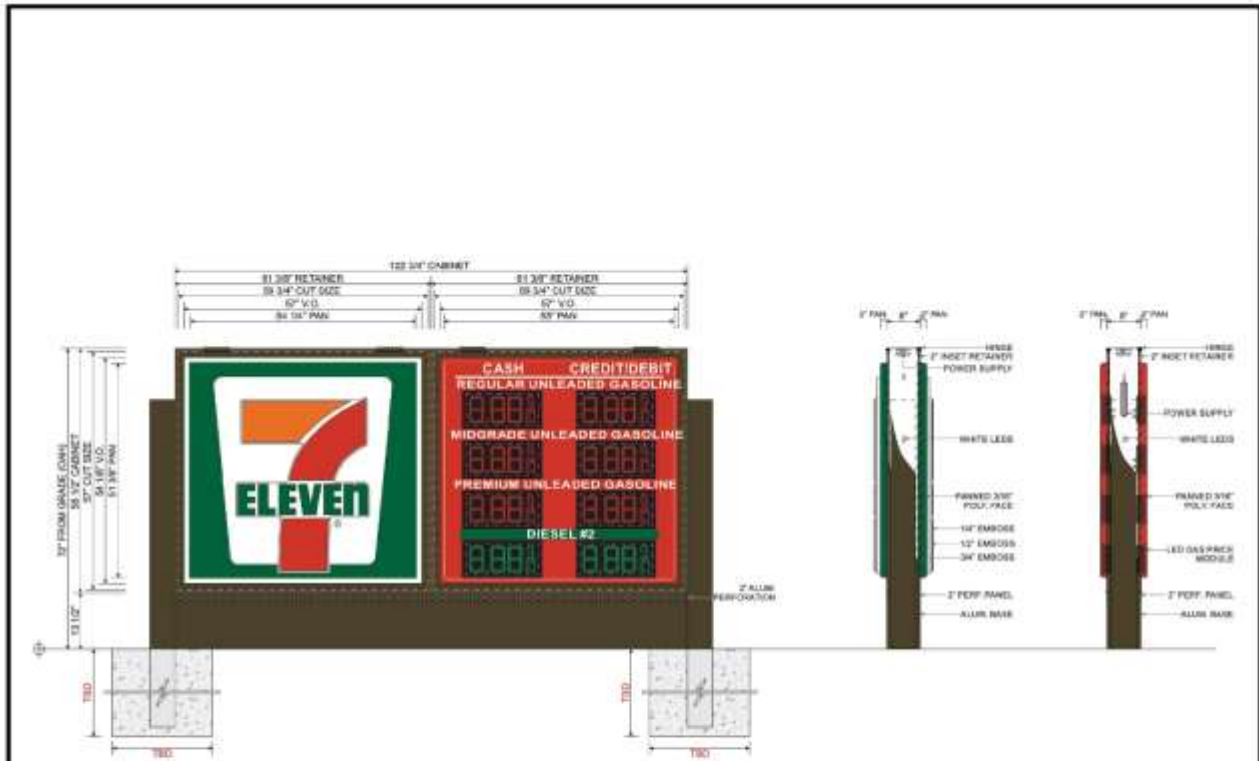


PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission



**PROPOSED PROJECT: PHG 19-0049  
CANOPY CABINET AND VINYL - ELEVATIONS**

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



TWO (2) CUSTOM 01F INTERNALLY ILLUMINATED MAIN ID/GAS PRICE MONUMENT SIGN.

**MAIN ID (MDS) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

**GAS PRICE (L25G8D-CA) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED CLEAR POLY. FACES BACK SPRAYED PMS 485 RED THEN PMS WHITE W/ 3M 3630-26 GREEN TRANSLUCENT VINYL & 3M 7725-12 BLACK VINYL TRIM AROUND LED WINDOW APPLIED SECOND SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

1/2" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED DURANODIC BRONZE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

PROVIDE CUSTOMER W/ PRICE VISION 6" DIGIT RED & GREEN LED MODULES.  
 PROVIDE CUSTOMER ALUM. SIGN & FRAME BASE, PAINTED DURANODIC BRONZE.

7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 7725-12 BLACK  
 7-ELEVEN PAINT SPECS: PMS 485 RED & PMS WHITE

NOTE: VERTICAL STEEL SUPPORT & FOOTING TO BE SPECIFIED BY ENGINEERING & PROVIDED BY INSTALLER  
 NOTE: MONUMENT SIGN CABINET TO HAVE AT LEAST 1" OF SPACE BELOW CABINET FOR VENTILATION.  
 NOTE: CUSTOMER TO CONFIRM FUEL GRADES PRIOR TO PRODUCTION

7-ELEVEN LOGO DIMENSIONS: OAH: 47" OAL: 42 1/2"	6" GAS PRICE VISION LED UNITS: LED UNIT SIZE: 5 1/8" X 18.00" LED CHARACTER SIZE: 6.33"
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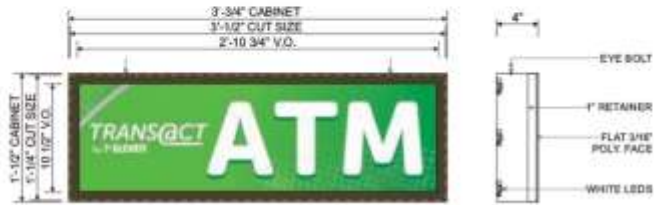
**E** Face & Site Detail - M25 & L25G8D-CA Monument Sign - Sign E  
 NTS

Display Square Footage (Cabinet): 49.8

PROPOSED PROJECT: PHG 19-0049  
 MONUMENT



PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission



ONE (1) INTERIOR ATM INTERNALLY ILLUMINATED S/F WINDOW SIGN. 3/16" THICK FLAT WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED IMAGE VINYL TO BE APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ GE WHITE LEDS. 4 DEEP ALUM. CABINET & 1" RETAINERS ALL PAINTED 313E DURANODIC BRONZE. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

VINYL SPECS: DIGITALLY PRINTED IMAGE VINYL  
 PAINT SPECS: 313E DURANODIC BRONZE

NOTE: ATM SIGN TO BE FABRICATED & INSTALLED BY OTHERS

**B** Front Elevation & Side Mounting Detail - ATM S/F Window Sign - Sign B  
 NTS Display Square Footage (Cabinet): 3.2



WINDOW VINYL GRAPHICS:  
 VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.  
 NOTE: WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF HARBINGERS SCOPE OF WORK.  
 NOTE: FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.

**C** Front Elevation - Typical Window Vinyl Graphics - Sign C

PROPOSED PROJECT: PHG 19-0049  
 WINDOW SIGNAGE

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## EXHIBIT “E”

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

**PROJECT NAME:** 7-Eleven (City File Nos.: PHG 19-0049)  
**NEG. NEC. NO. :** ENV 19-0006  
**SCH NO.:** N/A  
**APPROVAL BODY:** Escondido City Council

**PROJECT DESCRIPTION:** Conditional Use Permit (CUP) for the development of a proposed gasoline station/convenience store with the concurrent sale of alcoholic beverages (beer and wine). The project consists of an approximately 4,088 SF convenience store with a 4,284 SF gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles. A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the Conditional Use Permit. The project includes the installation of a traffic signal at the intersection of Rock Springs Road/Lincoln Avenue and widening of the street right-of-way along Mission Avenue.

**PROJECT LOCATION:** 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00)

**APPLICANT/CONTACT PERSON:** Ilan Golcheh, Golcheh Group, LLC

**PROJECT MANAGER:** Jay Paul, Senior Planner, City of Escondido Planning Division Phone No.: (760) 839-4537  
Email: [jpaul@escondido.org](mailto:jpaul@escondido.org)

# Mitigation Monitoring and Reporting Program

## Mitigated Negative Declaration/Initial Study Environmental Checklist

### Project No. ENV 19-0006

The City of Escondido adopts this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. The purpose of the MMRP is to ensure that Project, which is the subject of the Mitigated Negative Declaration (MND) and Initial Study Environmental Checklist, complies with all applicable environmental mitigation requirements. The mitigation described in the MND and summarized below provides a broad purpose and overview of actions that will occur in order to reduce identified environmental impacts.

For each project that is subject to CEQA, PRC Section 21081.6 requires the Lead Agency to monitor performance of the mitigation measures included in any environmental document to ensure that the specified mitigation is implemented. The City of Escondido is the designated Lead Agency for the proposed project. The City is responsible for review of all monitoring reports, enforcement actions, and document disposition related to implementation of the MMRP.

After review and approval by the Lead Agency, minor changes to the MMRP are permitted but can only be made by the City of Escondido. No deviations from this MMRP shall be permitted unless it continues to satisfy the requirements of PRC Section 21081.6, as determined by the City of Escondido.

The organization of the MMRP follows the subsection formatting style presented within the MND and Initial Study Environmental Checklist. Only those subsections of the environmental issues presented in the Initial Study Environmental Checklist that have mitigation measures are provided below in the MMRP table. All other subsections do not contain mitigation measures. For each mitigation measure, the MMRP table identifies the following: (1) mitigation measure; (2) implementation action; (3) responsible agency/party; (4) monitoring schedule; and (5) verification date.

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<b>Cultural Resources</b>						
CUL-1: The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.	<ul style="list-style-type: none"> <li>Applicant should enter into a Tribal Cultural Resource Treatment and Monitoring Agreement.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			
CUL-2: Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the Project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms	<ul style="list-style-type: none"> <li>Require verification and approval of qualified archaeologist.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
that Native American monitors representing both Luiseño and Kumeyaay associated with a TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.						
CUL-3: The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.	<ul style="list-style-type: none"> <li>Require monitoring program coordination.</li> </ul>	City of Escondido Community Development Department Planning Division; Qualified Archaeologist; Grading Contractor	X			
CUL-4: During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.	<ul style="list-style-type: none"> <li>Require on-site archaeological monitor and Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Archaeological Monitor; Field Engineering Division	X	X		
CUL-5: In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant	<ul style="list-style-type: none"> <li>Require identification and preservation of any unidentified cultural resources.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner;		X		

PHG 19-0049; ENV 19-0006  
December 8, 2020  
Planning Commission

## MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
deposits shall be minimally documented in the field and collected so the monitored grading can proceed.		Native American Monitor				
CUL-6: If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.	<ul style="list-style-type: none"> <li>Require identification and preservation of any significant tribal resource.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; Native American Monitor; TCA Tribe		X		
CUL-7: The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.	<ul style="list-style-type: none"> <li>Require research design and data recovery program.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; TCA Tribe		X		

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p>CUL-8: As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.</p>	<ul style="list-style-type: none"> <li>Require identification and preservation of any undiscovered cultural resources or human remains.</li> </ul>	<p>City of Escondido                      Community Development Department                      Planning Division;                      Project Archaeologist;                      County Coroner</p>		X		

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p>CUL-9: If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:</p> <ol style="list-style-type: none"> <li>1. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>2. Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be</li> </ol>	<ul style="list-style-type: none"> <li>• Require that a Native American monitor is present during any testing or cataloging.</li> <li>• Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe, and/or curated.</li> </ul>	<p>City of Escondido                      Community Development Department                      Planning Division;                      Project Archaeologist</p>		X	X	



PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
professionally curated and made available to other archaeologists/researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.						
CUL-10: Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	<ul style="list-style-type: none"> <li>Require documentation of analysis and data by the qualified archaeologist.</li> <li>Consultation with Native American Monitor.</li> </ul>	Qualified Archaeologist; Native American Monitor			X	
<b>Geology</b>						
GEO-1 Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential	<ul style="list-style-type: none"> <li>Paleontological analysis required</li> </ul>	Applicant Paleontological consultant	X	X		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.						
<b>Noise</b>						
NOI-1: To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project: <ul style="list-style-type: none"> <li>The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.</li> <li>The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.</li> <li>The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</li> <li>At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.</li> <li>The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures</li> </ul>	<ul style="list-style-type: none"> <li>Requires applicant and contractor to implement specific operational measures to reduce potential noise impacts</li> </ul>	Applicant; Construction Contractor		X		

PHG 19-0049; ENV 19-0006  
 December 8, 2020  
 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.						
<b>Traffic</b>						
TRA-1 Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportations improvements within the City shall be constructed to the satisfaction of the City Engineer.	Installation of Traffic Signal	Applicant	x	x	x	
TRA-2 Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.	Installation of roadway improvements	Applicant Engineering Services Division	x	x	x	

RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING A GENERAL PLAN  
AMENDMENT TO CHANGE THE LAND-USE  
DESIGNATION OF A 1.14-ACRE PROJECT  
SITE FROM LI to GC AT 900 W. MISSION  
AVENUE

Case No. PHG 19-0049

WHEREAS, the Golcheh Group, LLC (“Applicant”), filed a land use development application, Planning Case No. PHG19-0049 (“Application”) constituting a request for an amendment to the General Plan from Light Industrial (LI) to General Commercial (GC), a Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning, and a Conditional Use Permit for the development of a convenience store and gasoline station with the concurrent sale of alcoholic beverages (“Project”). The approximately 1.14-acre Project site generally is located on the northwestern corner of W. Mission Avenue and Rock Springs Road, addressed at 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00), and more particularly described and depicted in Exhibit “A,” and incorporated by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the

Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Application was assessed in conformance with CEQA and a draft Initial Study/Mitigated Negative Declaration (Planning Case No. ENV 19-0006) (“IS/MND”) was issued for public review and comment; and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a duly noticed public hearing regarding the Application before the Planning Commission on December 8, 2020, at which interested persons were given the opportunity to appear and present their views with respect to the Application. Following the public hearing, the Planning Commission adopted Resolution No. 2020-19, which recommended that the City Council, among other items, approve the Project’s General Plan Amendment; and

WHEREAS, an original copy of the proposed General Plan Amendment and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California, 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act; and

WHEREAS, on January 13, 2021, the City Council held a duly notice public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including without limitation:

- a) Written testimony from City staff, interested parties, and the public.

- b) Oral testimony from City staff, interested parties and the public.
- c) The City Council staff report, dated January 13, 2021, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing; and

WHEREAS, on January 13, 2021, the City Council introduced Ordinance No. 2021-01 and Resolution No. 2021-05 and intends to approve a Zone Change to provide consistency between the General Plan, Municipal Code, and Zoning Code, and to enable adoption of the proposed Conditional Use Permit on the subject site; and

WHEREAS, this City Council hereby approves said General Plan Amendment as reflected in the staff report(s), and on plans and documents on file in the offices of the City Clerk and Planning Division.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. A Final IS/MND has been prepared in compliance with all requirements contained in CEQA, the CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code. Mitigation measures were developed to reduce potential impacts to cultural/tribal cultural resources, geology, noise, and traffic to a less than significant level, in accordance with the Mitigation Monitoring and Reporting Program ("MMRP") prepared for the Project. The City Council considered the Final IS/MND and MMRP and determined that the IS/MND reflects the City's independent judgement and analysis, is complete and adequate for the Project, and hereby adopts the Final IS/MND, attached as Exhibit "C" and MMRP attached as

Exhibit “D,” and incorporated herein by reference as though fully set forth herein, along with adopting the CEQA Findings of Fact. The City Council further directs the Director of Community Development to file a Notice of Determination (“NOD”) with the San Diego County Clerk.

3. That the Findings of Fact/Factors to be Considered, attached as Exhibit “B” and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council’s careful consideration of the record. The findings/factors of this City Council on Exhibit “B” shall be the final and determinative Findings of Fact/Factors to be Considered on this matter.

4. That upon consideration of the Findings/Factors, all material in the January 13, 2021 staff report (a copy of which is on file in the Office of the City Clerk), public testimony presented at the hearing, and all other oral and written evidence on this project, the City Council approves the amendment to the General Plan land use designation for the 1.14-acre site as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, as depicted and described in Exhibit “A,” and incorporated by this reference as though fully set forth herein.

5. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the January 13, 2021, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Resolution shall become effective and operative on the day immediately subsequent to the date that Ordinance 2021-01 and Resolution 2021-05 becomes effective.

## EXHIBIT "A"

### LEGAL DESCRIPTION Planning Case No.: PHG 19-0049

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 228-220-43

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2.

EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. 74-073291 OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 17, 1971, AS FILE NO. 101247; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: 228-220-13

THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF.

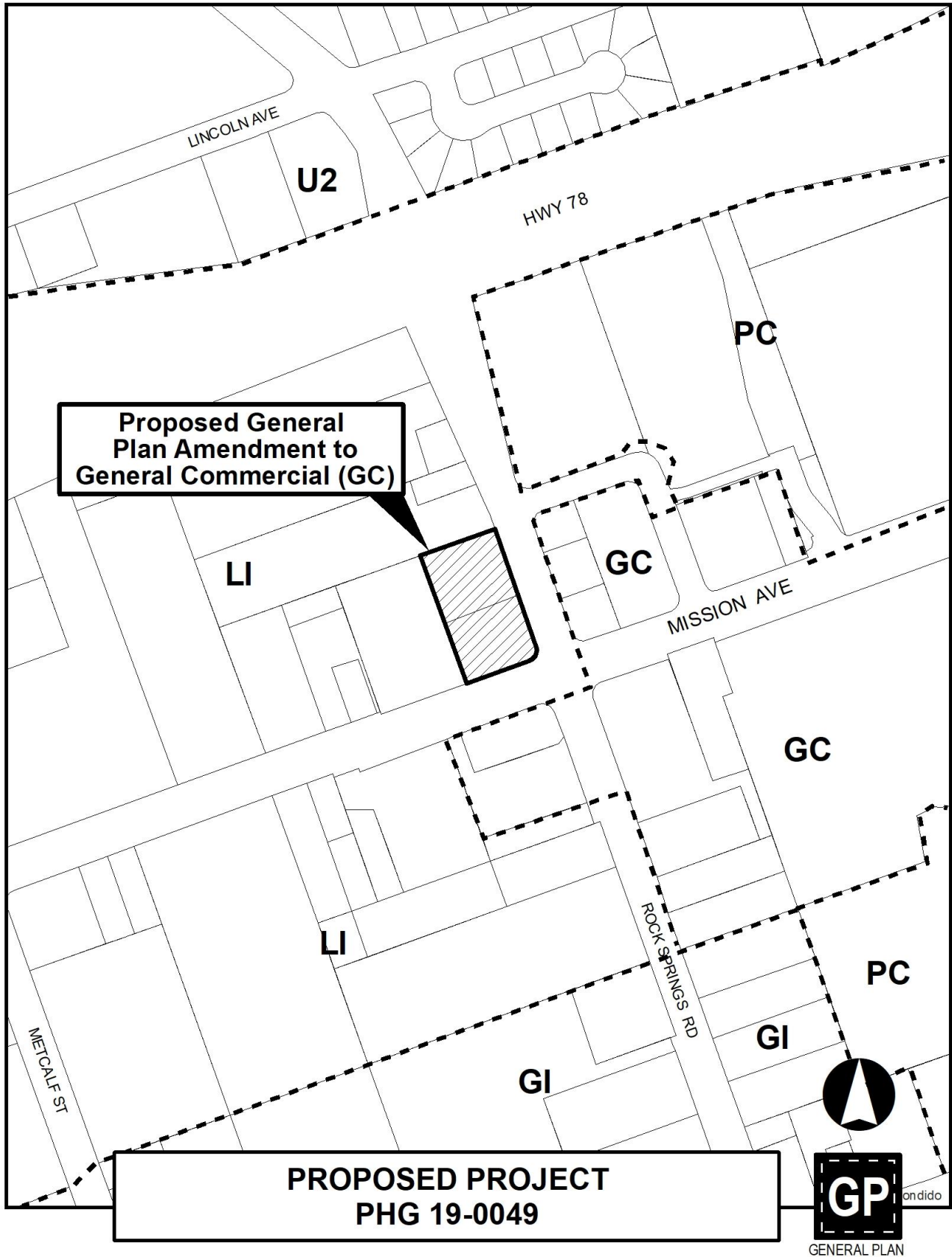
EXCEPTING THEREFROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.



# GENERAL PLAN LAND-USE DESIGNTION

APNS 228-220-13 and -43



## EXHIBIT "B"

### Findings of Fact/Factors to Be Considered

#### PHG 19-0049 and ENV 19-0006

#### Environmental Determination(s)

1. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.) ("CEQA"), and its implementing regulations (Article 14 of the California Code of Regulations, Section 15000 et. seq. ("CEQA Guidelines"), the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. An Initial Study/Mitigated Negative Declaration (IS/MND) for the Project was prepared, published, circulated, and reviewed in accordance with the requirements of CEQA, the CEQA Guidelines, and the local environmental procedures. The decision-making body of the Lead Agency shall adopt the proposed IS/MND only if:
  - It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
  - The IS/MND reflects the Lead Agency's independent judgment and analysis.
3. The Final IS/MND and Mitigation Monitoring and Reporting Program ("MMRP") collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the Project, and shall be referred to herein collectively as the "CEQA Documents."
4. The City Council has received the material record supporting all of the CEQA Documents for the Project. The ~~City Council~~~~Planning Commission~~ finds the following:
  - The Final IS/MND reflects the City's independent judgment and analysis.
  - There is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts or that cannot be fully mitigated. All previously identified impacts have been mitigated to a less-than-significant level.
  - The ~~City Council~~~~Planning Commission~~ also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.
  - The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate, and good faith effort at full disclosure under CEQA.
5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes the adoption of the MMRP, attached as Exhibit "D" to Resolution No. 2021-04.

6. Pursuant to Public Resources Code section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials that constitute the record of proceedings are located at the City of Escondido, City Civic Center. The City Clerk, whose office is located at 201 North Broadway, Escondido, CA 92025, is hereby designated as the custodian of the documents and other materials that constitute the record of proceedings upon which the Planning Commission's decision is based. Such documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

### **General Plan Amendment and Zone Change Determinations**

1. The public health, safety, and welfare will not be adversely affected by the proposed General Plan Amendment from Light Industrial (LI) to General Commercial (GC), and corresponding Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning. An Initial Study/Mitigated Negative Declaration was prepared for the project and circulated for 20-day public review and comment, as required under CEQA. This environmental review document found that development of the property with a proposed gasoline station/convenience store could have potentially significant impacts related to cultural/tribal cultural resources, geology, noise, and traffic, but project design features and mitigation measures have been incorporated to reduce these impacts to a less-than-significant level. The development standards and building requirements allowed under the amendment to the General Plan and Zone change from industrial to commercial zoning would be subject to all local and state regulations, including but not limited to Air Pollution Control District regulations, Engineering Services Department regulations, Health Department regulations, Zoning Code standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts.
2. The property involved is suitable for the uses permitted by the proposed zone and would not be detrimental to surrounding properties as noted in Item No. 1 above. The project site is located within an urban area of the City and adjacent to commercial zoning to the south and east, and industrial zoned property to the north and west that are developed with commercial and industrial type uses. The proposed General Plan Amendment and Zone Change for the subject site from industrial to commercial would be compatible with the existing industrial and commercial development pattern in the surrounding area. All public services and utilities necessary to serve the Project would remain as identified in the General Plan or applicable Municipal and Zoning Codes. Proposed development standards and the design of buildings would be compatible with the character of buildings on adjoining and nearby properties. Street improvements are proposed by the Project that would benefit the surrounding area, including frontage improvements along W. Mission Avenue, and the installation of a traffic signal at the Rock Springs Road/W. Lincoln Avenue intersection.

3. The Project applicant has substantiated the need for the proposed General Plan Amendment in conformance with General Plan Amendment Policy 17.5. W. Mission Avenue and the intersection of W. Mission Avenue/Rock Springs Road is a highly traveled Circulation Element roadway. The area is primarily developed with commercial and industrial uses and certain support services such as gasoline stations/convenience stores would be beneficial to the surrounding businesses and customers along this busy transportation corridor. In addition, development of the site would facilitate the installation of certain street improvements along the project frontage and a traffic signal at the intersection of Rock Springs Road/W. Lincoln Avenue. These infrastructure improvements would be a substantial benefit for residents and commercial/industrial development throughout the area, and would further support implementation of the City's Mobility and Infrastructure Element and level of service at this intersection.
4. In order to develop the site as proposed, a change to the zoning classification and land use designation is necessary. The change of zone from Light Industrial (M-1) to General Commercial (CG) is proposed in conjunction with a Conditional Use Permit to allow the development of a gasoline station/convenience store. A General Plan Amendment to change the land use designation of the subject site from Light Industrial (LI) to General Commercial (GC) is proposed under this project to maintain consistency with the Zone Change request. The General Commercial land use designation accommodates a wide variety of retail and service activities intended to serve a broad customer base. The Zone Change to General Commercial required to facilitate the development of the subject site with a service type use is consistent with the General Commercial land use designation. The proposed development would be consistent with the proposed General Commercial land use designation as this designation is appropriate along major thoroughfares and in higher intensity urban nodes. The proposed project also would be in conformance with the General Commercial "Urban Form" requirements as the Project is located and designed to be compatible with adjacent uses in scale, bulk, and height.
5. The Project site is located within a General Plan Opportunity Area (Figure II-19) and Target Area (a), Downtown Transit Station (Figure II-20). Opportunity Areas call for implementing smart growth principles that promote development/redevelopment that enhance job growth and revitalize the community. The Guiding Principles for the Target Area supports a variety of commercial uses incorporating unified development standards and design guidelines. Redevelopment of the site for the development of a gasoline station/convenience store would be consistent with the range of uses that would be permitted within the Downtown Transit Station Target Area. The proposed Project also would result in the installation of necessary roadway and intersection improvements that would be compatible with the Opportunity Area and Target Area principles.

## **EXHIBIT "C"**

### **FINAL IS/MND ENV 19-0006**

Due to the number of pages of Exhibit "C," a link has been provided to review the document electronically on the City's web site at:

<https://www.escondido.org/7-eleven-900-w-mission-avenue.aspx>

A hardcopy of the Final Initial Study/Mitigated Negative Declaration is available for review in the Office of the Planning Division of the Community Development Department during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

Note: The following documents are available under the link above:

- Draft IS/MND and technical documents
- Final IS/MND and technical documents
- Appendices A through H
- Mitigation Monitoring and Reporting Program

## EXHIBIT "D"

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

**PROJECT NAME:** 7-Eleven (City File Nos.: PHG 19-0049)  
**NEG. NEC. NO. :** ENV 19-0006  
**SCH NO.:** N/A  
**APPROVAL BODY:** Escondido City Council

**PROJECT DESCRIPTION:** Conditional Use Permit (CUP) for the development of a proposed gasoline station/convenience store with concurrent sale of alcoholic beverages. The project consists of an approximately 4,088 SF convenience store with a 4,284 SF gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles. A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the Conditional Use Permit. The project includes the installation of a traffic signal at the intersection of Rock Springs Road/Lincoln Avenue and widening of the street right-of-way along Mission Avenue.

**PROJECT LOCATION:** 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00)

**APPLICANT/CONTACT PERSON:** Ilan Golcheh, Golcheh Group, LLC

**PROJECT MANAGER:** Jay Paul, Senior Planner, City of Escondido Planning Division Phone No.: (760) 839-4537 Email: jpaul@escondido.org

# Mitigation Monitoring and Reporting Program

## Mitigated Negative Declaration/Initial Study Environmental Checklist

### Project No. ENV 19-0006

The City of Escondido adopts this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. The purpose of the MMRP is to ensure that Project, which is the subject of the Mitigated Negative Declaration (MND) and Initial Study Environmental Checklist, complies with all applicable environmental mitigation requirements. The mitigation described in the MND and summarized below provides a broad purpose and overview of actions that will occur in order to reduce identified environmental impacts.

For each project that is subject to CEQA, PRC Section 21081.6 requires the Lead Agency to monitor performance of the mitigation measures included in any environmental document to ensure that the specified mitigation is implemented. The City of Escondido is the designated Lead Agency for the proposed project. The City is responsible for review of all monitoring reports, enforcement actions, and document disposition related to implementation of the MMRP.

After review and approval by the Lead Agency, minor changes to the MMRP are permitted but can only be made by the City of Escondido. No deviations from this MMRP shall be permitted unless it continues to satisfy the requirements of PRC Section 21081.6, as determined by the City of Escondido.

The organization of the MMRP follows the subsection formatting style presented within the MND and Initial Study Environmental Checklist. Only those subsections of the environmental issues presented in the Initial Study Environmental Checklist that have mitigation measures are provided below in the MMRP table. All other subsections do not contain mitigation measures. For each mitigation measure, the MMRP table identifies the following: (1) mitigation measure; (2) implementation action; (3) responsible agency/party; (4) monitoring schedule; and (5) verification date.

Resoluti  
on No.  
2021-04  
Exhibit  
"D"  
Page 2  
of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<b>Cultural Resources</b>						
<p><b>CUL-1:</b> The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.</p>	<ul style="list-style-type: none"> <li>Applicant should enter into a Tribal Cultural Resource Treatment and Monitoring Agreement.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			
<p><b>CUL-2:</b> Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the Project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms that Native American monitors representing both</p>	<ul style="list-style-type: none"> <li>Require verification and approval of qualified archaeologist.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			<p>Resoluti on No. 2021-04 Exhibit "D" Page 3 of 10</p>



**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
Luiseño and Kumeyaay associated with a TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.						
<b>CUL-3:</b> The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.	<ul style="list-style-type: none"> <li>Require monitoring program coordination.</li> </ul>	City of Escondido Community Development Department Planning Division; Qualified Archaeologist; Grading Contractor	X			
<b>CUL-4:</b> During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.	<ul style="list-style-type: none"> <li>Require on-site archaeological monitor and Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Archaeological Monitor; Field Engineering Division	X	X		
<b>CUL-5:</b> In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can	<ul style="list-style-type: none"> <li>Require identification and preservation of any unidentified cultural resources.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner; Native American Monitor		X		Resoluti on No. 2021-04 Exhibit "D" Page 4 of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
proceed.						
<b>CUL-6:</b> If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource’s treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.	<ul style="list-style-type: none"> <li>Require identification and preservation of any significant tribal resource.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; Native American Monitor; TCA Tribe		X		
<b>CUL-7:</b> The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.	<ul style="list-style-type: none"> <li>Require research design and data recovery program.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; TCA Tribe		X		

Resoluti  
on No.  
2021-04  
Exhibit  
“D”  
Page 5  
of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p><b>CUL-8:</b> As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.</p>	<ul style="list-style-type: none"> <li>Require identification and preservation of any undiscovered cultural resources or human remains.</li> </ul>	<p>City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner</p>		X		

Resoluti  
on No.  
2021-04  
Exhibit  
"D"  
Page 6  
of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p><b>CUL-9:</b> If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe’s cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:</p> <ol style="list-style-type: none"> <li>1. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>2. Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be</li> </ol>	<ul style="list-style-type: none"> <li>• Require that a Native American monitor is present during any testing or cataloging.</li> <li>• Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe, and/or curated.</li> </ul>	<p>City of Escondido Community Development Department Planning Division; Project Archaeologist</p>		X	X	

Resoluti  
on No.  
2021-04  
Exhibit  
“D”  
Page 7  
of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
professionally curated and made available to other archaeologists/researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.						
<b>CUL-10:</b> Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	<ul style="list-style-type: none"> <li>Require documentation of analysis and data by the qualified archaeologist.</li> <li>Consultation with Native American Monitor.</li> </ul>	Qualified Archaeologist; Native American Monitor			X	
<b>Geology</b>						
<b>GEO-1</b> Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential impacts, such as monitoring during construction,	<ul style="list-style-type: none"> <li>Paleontological analysis required</li> </ul>	Applicant Paleontological consultant	X	X		Resolution No. 2021-04 Exhibit "D" Page 8 of 10

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.						
<b>Noise</b>						
<p><b>NOI-1:</b> To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:</p> <ul style="list-style-type: none"> <li>The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.</li> <li>The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.</li> <li>The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</li> <li>At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.</li> <li>The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures necessary to correct the problem. The construction contractor shall visibly post a</li> </ul>	<ul style="list-style-type: none"> <li>Requires applicant and contractor to implement specific operational measures to reduce potential noise impacts</li> </ul>	Applicant; Construction Contractor		X		<p>Resoluti on No. 2021-04 Exhibit “D” Page 9 of 10</p>

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
telephone number for the disturbance coordinator at the construction site.						
<b>Traffic</b>						
<b>TRA-1</b> Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.	Installation of Traffic Signal	Applicant	x	x	x	
<b>TRA-2</b> Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.	Installation of roadway improvements	Applicant Engineering Services Division	x	x	x	

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITYWIDE ZONING MAP TO CHANGE THE DESIGNATION OF THE 1.14-ACRE PROJECT SITE FROM M-1 to CG AT 900 W. MISSION AVENUE

CASE NO.: PHG 19-0049

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

- a) Golcheh Group, LLC (“Applicant”), filed a land use development application, Planning Case No. PHG19-0049 (“Application”) constituting a request for an amendment to the General Plan from Light Industrial (LI) to General Commercial (GC), a Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning, and a Conditional Use Permit for the development of a convenience store and gasoline station that includes the sale of alcoholic beverages (“Project”). The approximately 1.14-acre Project site generally is located on the northwestern corner of W. Mission Avenue and Rock Springs Road, addressed at 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00), and more particularly described and depicted in Exhibit “A,” and incorporated by this reference as though fully set forth herein (“Property”); and
- b) The Application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case No. PHG 19-0049 and seeks approval of a Zone Change; and
- c) Pursuant to the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines (Title 14 of the California Code of Regulations, Section 15000 et.



seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

d) The Application was assessed in conformance with CEQA and a draft Initial Study/Mitigated Negative Declaration (Planning Case No. ENV 19-0006) (“IS/MND”) was issued for public review and comment; and

e) The Planning Division of the Community Development Department completed its review and held a duly noticed public hearing on December 8, 2020, as prescribed by law, at which interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing on December 8, 2020, the Planning Commission adopted Resolution No. 2020-19, which recommended that the City Council, among other items, approve the Project's proposed Zone Change.

SECTION 2. An original copy of the proposed Zone Change and all other related Project materials, are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. On January 13, 2021, the City Council held a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all Application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated January 13, 2021, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing.

SECTION 4. A Final Initial Study/Mitigated Negative Declaration ("IS/MND") has been prepared in compliance with all requirements contained in CEQA, the CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code, and the City Council adopted it per Resolution No. 2020-04.

SECTION 5. That, upon consideration of the Findings of Fact/Factors to be Considered, attached as Exhibit "B," and incorporated herein by reference as though fully set forth herein, the City Council desires at this time and deems it to be in the best public interest to approve the Zone Change, which is attached to the January 13, 2021, City Council staff report, and is incorporated herein by this reference as though fully set forth herein.

SECTION 6. The Zone District Map of the City of Escondido is hereby amended to change the zoning on the subject site from M-1 (Light Industrial) to CG

(Commercial General), as depicted and set forth in Exhibit "A," and incorporated herein by reference as though fully set forth herein.

SECTION 7. All references within this Ordinance to "Applicant" shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors-in-interest or assigns own, control, or otherwise have development authority for all, a portion, or portions of the Property.

SECTION 8. SEPARABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 9. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. Concurrently with this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described by the January 13, 2021, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statute in the manner provided by state law. Therefore, this Ordinance shall become effective after final passage and publication as required by law, and operative only if City Council Resolution Nos. 2021-04 and 2021-05 are approved.

SECTION 11. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 12. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 13. The Ordinance shall become effective 30 days from the date of the passage.

## EXHIBIT "A"

### LEGAL DESCRIPTION Planning Case No.: PHG 19-0049

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 228-220-43

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2.

EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. 74-073291 OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 17, 1971, AS FILE NO. 101247; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: 228-220-13

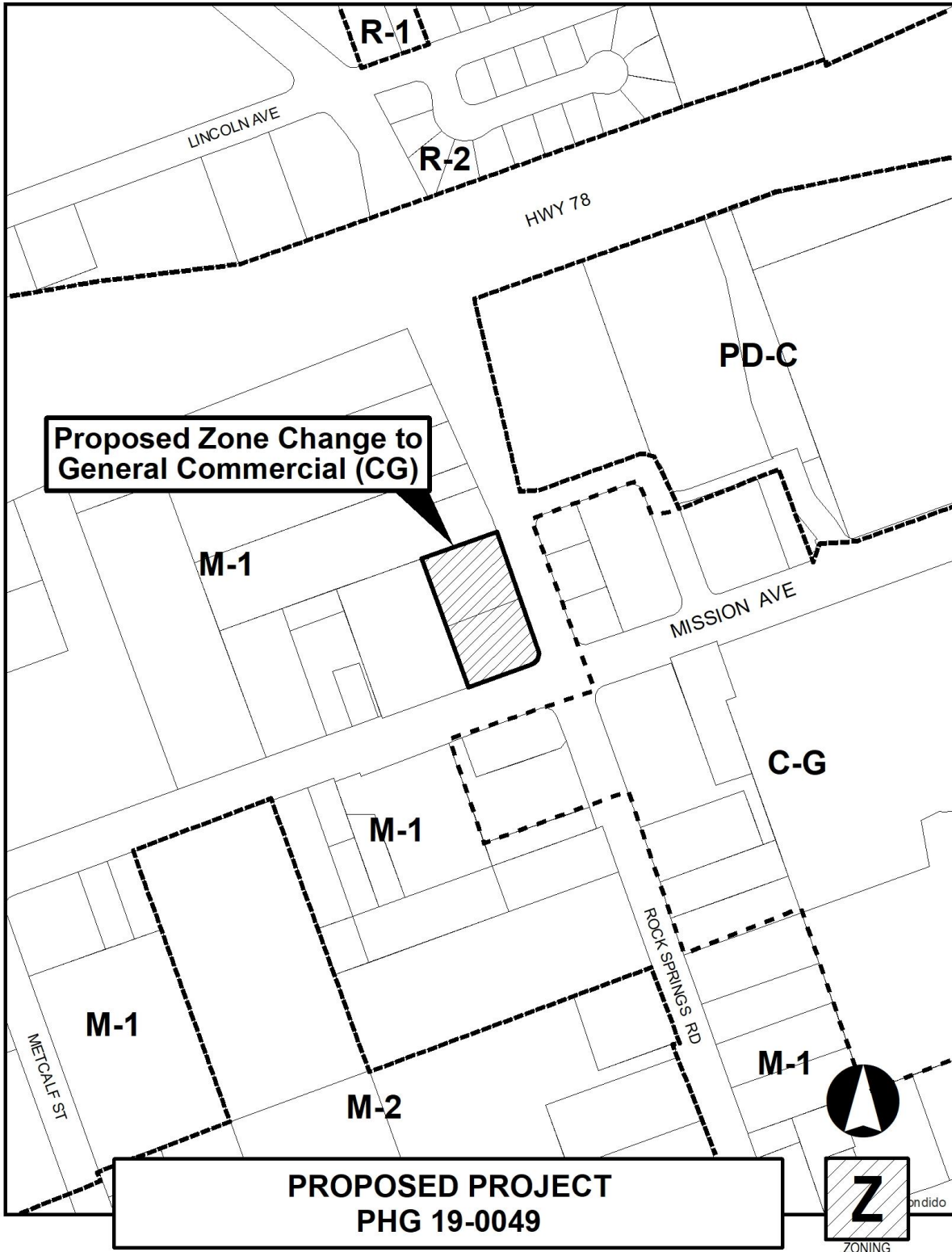
THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF.

EXCEPTING THEREFROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.

### ZONE DISTRICT MAP

APNS 228-220-13 and -43



## **EXHIBIT "B"**

### **Findings of Fact/Factors to Be Considered**

#### **PHG 19-0049 and ENV 19-0006**

#### **General Plan Amendment and Zone Change Determinations**

1. The public health, safety, and welfare will not be adversely affected by the proposed General Plan Amendment from Light Industrial (LI) to General Commercial (GC), and corresponding Zone Change from Light Industrial (M-1) to General Commercial (CG) zoning. An Initial Study/Mitigated Negative Declaration was prepared for the project and circulated for 20-day public review and comment, as required under CEQA. This environmental review document found that development of the property with a proposed gasoline station/convenience store could have potentially significant impacts related to cultural/tribal cultural resources, geology, noise, and traffic, but project design features and mitigation measures have been incorporated to reduce these impacts to a less-than-significant level. The development standards and building requirements allowed under the amendment to the General Plan and Zone change from industrial to commercial zoning would be subject to all local and state regulations, including but not limited to Air Pollution Control District regulations, Engineering Services Department regulations, Health Department regulations, Zoning Code standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts.
2. The property involved is suitable for the uses permitted by the proposed zone and would not be detrimental to surrounding properties as noted in Item No. 1 above. The project site is located within an urban area of the City and adjacent to commercial zoning to the south and east, and industrial zoned property to the north and west that are developed with commercial and industrial type uses. The proposed General Plan Amendment and Zone Change for the subject site from industrial to commercial would be compatible with the existing industrial and commercial development pattern in the surrounding area. All public services and utilities necessary to serve the Project would remain as identified in the General Plan or applicable Municipal and Zoning Codes. Proposed development standards and the design of buildings would be compatible with the character of buildings on adjoining and nearby properties. Street improvements are proposed by the Project that would benefit the surrounding area, including frontage improvements along W. Mission Avenue, and the installation of a traffic signal at the Rock Springs Road/W. Lincoln Avenue intersection.
3. The Project applicant has substantiated the need for the proposed General Plan Amendment in conformance with General Plan Amendment Policy 17.5. W. Mission Avenue and the intersection of W. Mission Avenue/Rock Springs Road is a highly traveled Circulation Element roadway. The area is primarily developed with commercial and industrial uses and certain support services such as gasoline stations/convenience stores would be beneficial to the

surrounding businesses and customers along this busy transportation corridor. In addition, development of the site would facilitate the installation of certain street improvements along the project frontage and a traffic signal at the intersection of Rock Springs Road/W. Lincoln Avenue. These infrastructure improvements would be a substantial benefit for residents and commercial/industrial development throughout the area, and would further support implementation of the City's Mobility and Infrastructure Element and level of service at this intersection.

4. In order to develop the site as proposed, a change to the zoning classification and land use designation is necessary. The change of zone from Light Industrial (M-1) to General Commercial (CG) is proposed in conjunction with a Conditional Use Permit to allow the development of a gasoline station/convenience store. A General Plan Amendment to change the land use designation of the subject site from Light Industrial (LI) to General Commercial (GC) is proposed under this project to maintain consistency with the Zone Change request. The General Commercial land use designation accommodates a wide variety of retail and service activities intended to serve a broad customer base. The Zone Change to General Commercial required to facilitate the development of the subject site with a service type use is consistent with the General Commercial land use designation. The proposed development would be consistent with the proposed General Commercial land use designation as this designation is appropriate along major thoroughfares and in higher intensity urban nodes. The proposed project also would be in conformance with the General Commercial "Urban Form" requirements as the Project is located and designed to be compatible with adjacent uses in scale, bulk, and height.
  
5. The Project site is located within a General Plan Opportunity Area (Figure II-19) and Target Area (a), Downtown Transit Station (Figure II-20). Opportunity Areas call for implementing smart growth principles that promote development/redevelopment that enhance job growth and revitalize the community. The Guiding Principles for the Target Area supports a variety of commercial uses incorporating unified development standards and design guidelines. Redevelopment of the site for the development of a gasoline station/convenience store would be consistent with the range of uses that would be permitted within the Downtown Transit Station Target Area. The proposed Project also would result in the installation of necessary roadway and intersection improvements that would be compatible with the Opportunity Area and Target Area principles.



RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING A CONDITIONAL USE PERMIT  
FOR A GASOLINE STATION/CONVENIENCE  
STORE WITH CONCURRENT SALE OF  
ALCOHOLIC BEVERAGES AT 900 W.  
MISSION AVENUE

Case No. PHG 19-0049

WHEREAS, Golcheh Group LLC (“Applicant”) filed a land use development application (Planning Case No. PHG 19-0049) (“Application”) for the development of a gasoline station/convenience store with the concurrent sale of alcoholic beverages on an approximately 1.14-acre project site (“Project”) generally located on the northwestern corner of W. Mission Avenue and Rock Spring Road, addressed as 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00), and more particularly described and depicted in Exhibit “A,” and incorporated by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”); and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the Application before the Planning Commission on December 8, 2020, at which interested persons were given the

opportunity to appear and present their views with respect to the Application. Following the public hearing, the Planning Commission adopted Resolution No. 2020-19, which recommended that the City Council, among other items, approve the Conditional Use Permit; and

WHEREAS, the City Council has reviewed the request for the Conditional Use Permit and has reviewed and considered the Final Initial Study/Mitigated Negative Declaration prepared for the Project (Planning Case No. ENV 19-0006), and has determined the Project would not have any significant impacts to the environment; and

WHEREAS, a Final Initial Study/Mitigated Negative Declaration ("IS/MND") has been prepared in compliance with all requirements contained in CEQA, the CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code, and the City Council adopted it per Resolution No. 2020-04. Mitigation Measures were developed and incorporated into the Project design to reduce potential significant environmental impacts to a less than significant level, in accordance with the Mitigation Monitoring and Reporting Program ("MMRP") prepared for the Project. In accordance with the requirements of section 21081.6 of CEQA and section 15097 of the CEQA Guidelines, full compliance with the adopted program shall be a condition of approval of the project, and complete the mitigation within the time requirements set forth in the adopted program

WHEREAS, an original copy of the proposed Conditional Use Permit and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California, 92025, is hereby

designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act; and

WHEREAS, Ordinance No. 78-2, enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities, has been adopted by the City of Escondido; and

WHEREAS, on January 13, 2021, the City Council held a duly notice public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including without limitation:

- a) Written testimony from City staff, interested parties, and the public.
- b) Oral testimony from City staff, interested parties and the public.
- c) The City Council staff report, dated January 13, 2021, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing; and

WHEREAS, on January 13, 2021, the City Council introduced Ordinance No. 2021-01 and Resolution No. 2021-04 and intends to approve an Amendment to the General Plan and Zone Change to provide consistency between the General Plan, Municipal Code, and Zoning Code; and to enable potential adoption of the proposed Conditional Use Permit on the subject site; and

WHEREAS, this City Council hereby approves said Conditional Use Permit as reflected in the staff report(s), and on plans and documents on file in the offices of the City Clerk and Planning Division.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Findings of Fact, attached as Exhibit "B," and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council's careful consideration of the record. The findings of this City Council on Exhibit "B" shall be the final and determinative Findings of Fact on this matter.
3. That upon consideration of the Findings, all material in the January 13, 2021, staff report (a copy of which is on file in the Office of the City Clerk), public testimony presented at the hearing, and all other oral and written evidence on this project, the City Council approves the Conditional Use Permit as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth as Exhibit "C," and plans set forth as Exhibit "D," both incorporated herein by this reference as though fully set forth herein.
4. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the January 13, 2021, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore,

this Resolution shall become effective and operative on the day immediately subsequent to the date that Ordinance 2021-01 becomes effective.

5. That this Conditional Use Permit shall be null and void unless the Permit is utilized within twelve (12) months of the effective date of the companion Ordinance 2021-01, and Resolution No. 2021-04 approval, or unless an Extension of Time is granted pursuant to Article 61 of the Escondido Zoning Code.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. These fees include, but not limited to, permit and plan checking fees, water and sewer service fees, school fees, traffic mitigation fees, flood control mitigation fees, park mitigation fees, fire mitigation/cost recovery fees, public art fees, and other fees listed in the Fee Schedule. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

## EXHIBIT "A"

### LEGAL DESCRIPTION Planning Case No.: PHG 19-0049

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 228-220-43

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2.

EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. 74-073291 OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 17, 1971, AS FILE NO. 101247; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: 228-220-13

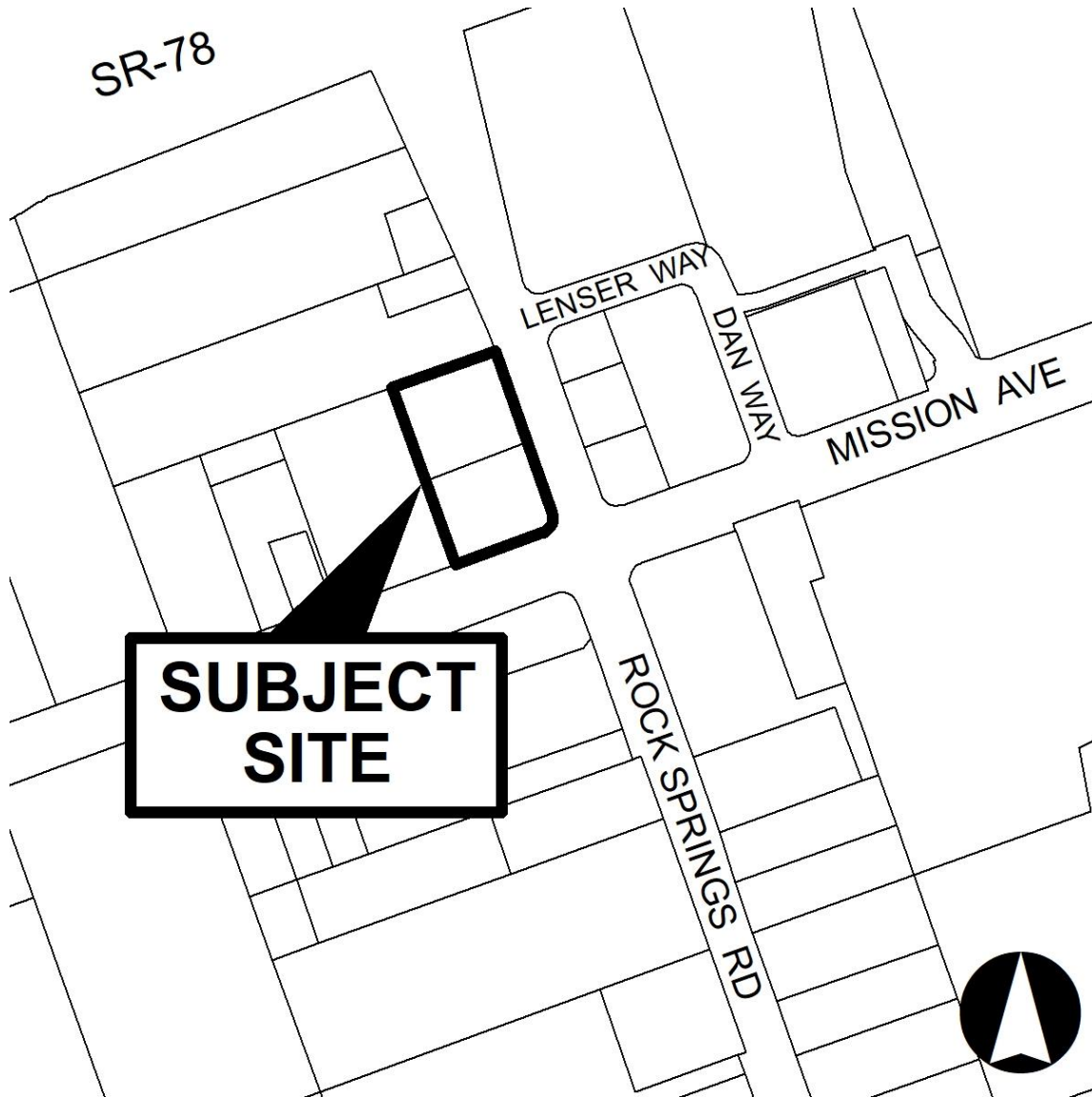
THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF.

EXCEPTING THEREFROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES.

ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.

**PROJECT LOCATION  
PHG 19-0049**

APNS 228-220-13 and -43



## **EXHIBIT "B"**

### **Findings of Fact/Factors to Be Considered PHG 19-0049 and ENV 19-0006**

#### **Conditional Use Permit**

1. Granting the Conditional Use Permit to allow a gasoline station/convenience store with concurrent sale of alcoholic beverages (beer and wine only) is based on sound principles of land use because adequate parking, access, on-site circulation, utilities, storm water facilities, and landscaping would be provided (as detailed in the staff report). The proposed Project would not diminish the quality of life standards of the General Plan because the Project would not materially degrade the level of service on adjacent streets or public facilities, nor create excessive noise, and adequate public services are currently provided on-site. The proposed development would be well integrated into its surroundings because the proposed structures would incorporate compatible architectural design, materials, and colors, and the Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. The proposed use is in response to services required by the community because the proposed gasoline station/convenience store would provide additional services along this busy roadway. Appropriate conditions have been incorporated to address any potential impacts related to the sale of alcoholic beverages, as recommended by the City of Escondido. The sale of alcoholic beverages also will require approval and permitting by the California Department of Alcoholic Beverages (ABC) to further ensure the appropriateness of the operation, sale, control, and enforcement of the sale of alcoholic beverages at the site.
2. The proposed Conditional Use Permit will not cause deterioration of bordering land uses or create special problems for the area in which it is located. An Initial Study / Mitigated Negative Declaration was prepared for the project and circulated for 20-day public review and comment, as required under CEQA. This environmental review document found that development of the property with a proposed gasoline station/convenience store could have potentially significant impacts related to cultural/tribal cultural resources, geology, noise, and traffic, but Project design features and mitigation measures have been incorporated to reduce these impacts to a less-than-significant level. Development of the site with a gasoline station/convenience store would be subject to all local and state regulations, including but not limited to Air Pollution Control District regulations, Engineering Services Department regulations, County Department of Environmental Health regulations, Zoning Code standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts.



3. The proposed Conditional Use Permit has been considered in relationship to its effect on the neighborhood and it has been determined to be compatible with the surrounding commercial and industrial properties and General Plan policies because the use would not create any land use or other adverse impacts that are not adequately mitigated. The Conditional Use Permit is subject to conditions of approval necessary and desirable to preserve the public health, safety, and general welfare.

**EXHIBIT "C"**  
**PLANNING CASE NO. PHG 19-0049**  
**CONDITIONS OF APPROVAL**

This Project is conditionally approved as set forth on the application received by the City of Escondido on September 19, 2019, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Conceptual Landscape Plans and Colored Elevations; all designated as approved on January 13, 2021, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

**A. General:**

- 1. Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a.** Acceptance of the Permit by the Applicant; and
  - b.** Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
  
- 2. Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire thirty-six (36) months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one (1) year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

- 3. Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and

modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three (3) copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

**4. Conformance to Approved Plans.**

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

**5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

**6. Certificate of Occupancy.**

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

**7. Availability of Permit Conditions.**

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

**8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

**9. Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

**10. Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

**11. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

**12. Clerk Recording.**

- a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.
- b. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

**13. Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

**14. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

**15. Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-

making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

**16. Indemnification.** The Applicant shall hold harmless the City, its Council Members, its Commission and Boards, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of any approval or denial of the application and from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Applicant, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the property the same may occur; (ii) any use of the property, or any accident, injury, death or damage to any person or property occurring in, or on or about the property, or any part thereof, or from the conduct of the Applicant or owner's business or from any activity, work or thing done, permitted or suffered by Applicant or owner or its sublessees, contractors, employees, or invitees, in or about the property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Applicant's or owner's part to be performed under the terms of this Agreement, or arising from any negligence of Applicant or owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Applicant or owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City. Applicant further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including reasonable attorney's fees.

**B. Construction, Maintenance, and Operation Obligations:**

- 1. Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

- 2. Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies (including County Department of Environmental Health for USTs, APCD for Healy Tanks and Alcohol Beverage Control type 20 license). Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

- 3. Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
- 4. Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall

submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project,



compliance with Permit terms and conditions, and responding to neighborhood concerns.

**C. Parking and Loading/Unloading.**

1. A minimum of 21 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required, minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The stripping shall be drawn on the plans or a note shall be included indicating double stripping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

- a.** A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five (5) copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
- b.** Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) are to be provided prior to final occupancy.
- c.** The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d.** Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.
- e.** New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Community Development shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

**E. Specific Planning Conditions:**

1. Prior to the issuance of building permits for the project, a Lot Tie shall be recorded between APNs 228-220-13-00 and 228-220-43-00. The project applicant shall be responsible for the submittal of the Lot Tie application, all required documents, application fees and recording.
2. The landscape plan attached to the project exhibits is conceptual only. The final landscape plan shall include appropriate screening around the main building, to include taller shrubs along the northern and eastern sides of the building. Appropriate street trees also shall be provide along the Rock Springs Road frontage, including along the eastern building frontage. Trees (min. 15 gallon) also shall be provided along the northern perimeter of the site. The final landscape design also shall provide 50 percent or more of shade coverage in 10 years for the open parking spaces.
3. An appropriate property boundary fence or wall shall be provided along the northern and western property boundaries. Appropriate sight distance shall be provided at driveways. Standard chain-link fencing shall not be permitted. Vinyl-clad fencing (with or without slats) would be acceptable. Any perimeter masonry walls shall include pilaster at wall corners, to the satisfaction of the Director of Community Development.
4. The sale of alcoholic beverages as part of this CUP is for the sale of beer and wine only. An appropriate license shall be required from the Department of Alcoholic Beverage Control.
5. Loitering is prohibited on or around these premises or the area under the control of the licensee.
6. No alcoholic beverage shall be displayed within five feet of the cash register of the front door unless it is in a permanently affixed cooler.
7. No advertisement of alcoholic beverages shall be displayed at motor fuel islands.
8. No sale of alcoholic beverages shall be made from a drive-in window.
9. No display or sale of alcoholic beverages shall be made from any ice container.
10. No self-illuminating advertising for beer and wine shall be located on the buildings or windows.
11. The facility (convenience store and gasoline station operations) shall be allowed to operate 24 hrs. a day. Employees selling alcoholic beverages between the hours of 10:00 p.m. and 12:00 a.m. shall be at least twenty-one years of age.

12. No beer and wine shall be sold between the hours of 12:00 a.m. and 8:00 a.m.
13. At least two signs shall be posted in visible places on the convenience store building (one adjacent to the entrance) stating the consumption of alcoholic beverages on the premises is prohibited and that violators will be prosecuted.
14. The licensee shall comply with all conditions set forth in the premise license issued through the Department of Alcoholic Beverage Control at all times.
15. If the restrictions imposed by the conditions of approval included with this CUP are stricter than those placed on the ABC license, these conditions shall take precedent.
16. There shall be no amusement machines or video game devices in the premises at any time.
17. No wine shall be sold with an alcohol content of greater than 15 percent by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.
18. Beer, malt beverages, and wine coolers shall not be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
19. No other laws shall be violated. Any violation of this Conditional Use Permit or additional conditions set forth in the premise license issued by the Department of Alcoholic Beverage Control may result in a suspension or revocation of this CUP.
20. Prior to the issuance of building permits for the development of the gasoline station, the applicant shall provide evidence to the Escondido Building Division of the issuance of appropriate permits from the San Diego County Department of Environmental Health for the installation of underground storage tanks (USTs), and appropriate permits for the installation of Healy Tanks from the Air Pollution Control District (APCD).

**F. Mitigation Measures:**

- CUL-1** The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of

the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

- CUL-2** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms that Native American monitors representing both Luiseño and Kumeyaay TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.
- CUL-3** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
- CUL-4** During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.
- CUL-5** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.
- CUL-6** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.

- CUL-7** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.
- CUL-8** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.
- CUL-9** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:

- 1) It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

- 2) Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/ researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.

**CUL-10** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

**GEO-1** Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.

**NOI-1** To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:

- The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
- The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.
- The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.
- At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.
- The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

**TRA-1** Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.

**TRA-2** Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.



## **ENGINEERING CONDITIONS OF APPROVAL**

### **GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.
6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit to the Planning Division three (3) copies of the Site Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Site Plan will be certified by the Planning Division verifying that they are an accurate reproduction of the approved Site Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

### **STREET IMPROVEMENTS AND TRAFFIC**

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

#### **STREET**

#### **CLASSIFICATION**

W. Mission Ave.

Major Road (41' half width)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. Median curb shall be installed on W. Mission Avenue to limit the W. Mission Avenue driveway to right turns in and out only. Paving or overlay within and near the left turn pocket may be needed for proper drainage within the left turn pocket.
4. The project's access drive shall be constructed as an alley-type driveway apron with a minimum throat width of 24-feet and a driveway apron with a 4-foot minimum ADA path of travel maintained near the right-of-way line to the satisfaction of the City Engineer.
5. The Developer shall construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
6. As part of the required Mission Avenue widening and new 30' curb return improvements and to add protected left turn phasing to the south and north bound legs, the Developer will be required to modify the existing Rock Springs Road and Mission Avenue traffic signal and

associated equipment. The Developer shall submit separate traffic signal and signing and striping modification improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. These traffic signal modifications shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, left turn phasing heads, APS, and shall include a new controller and cabinet. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal modification work with the Developer's Contractor(s) and Equipment Suppliers and City staff.

7. The Developer may be responsible for an overlay of Rock Springs Road due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
8. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
10. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.
11. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer
12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
13. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.
14. The existing W. Mission Avenue bus stop shall be relocated to the satisfaction of the North County Transit District (NCTD) and the City Engineer. The relocated bus stop shall be constructed on W. Mission Avenue along the project frontage. The developer shall provide written correspondence from NCTD stating they have approved the proposed location of

the bus stop prior to approval of the Improvement Plan. The NCTD approved bus stop location shall be shown the Improvement Plan.

15. The existing Rock Springs Road storm drain inlet near W. Mission Avenue shall be relocated to the satisfaction of the City Engineer. The existing 29"x18" corrugated steel arch pipe (CSPA) that connects to this storm drain inlet shall be replaced with a reinforced concrete pipe (RCP). The new storm drain pipe shall connect to the existing 36" RCP in Rock Springs Road with a cleanout per San Diego Regional Standard Drawings.
16. The proposed Rock Springs Road driveway shall be signed and striped for right turns in and out only.

### **GRADING and SITE IMPROVEMENTS**

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt base (AB) or 7" portland concrete cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.
4. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.
5. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

### **DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.
3. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
4. Storm water runoff from the W. Mission Avenue frontage improvements shall be treated in accordance with Green Streets" best management practices (BMPs).
5. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
6. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

### **WATER SUPPLY**

1. All water services, detector check assemblies, and other water appurtenances shall be designed and installed at locations required and approved by the Director of Utilities. All new water lateral locations and sizing shall be to the satisfaction of the City Engineer and,

in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.

2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.
3. Where fire hydrants are being relocated, the abandoned fire hydrant laterals shall be abandoned at the water main. All existing gate valves and tees shall be removed and a straight run of pipe shall be replaced within the water main to the nearest joints.
4. A fire suppression sprinkler system shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and per the requirements of the Fire Marshal.
5. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.
6. All on-site water lines and backflow prevention devices not in public easements or the City's Right of Way shall be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.
7. No trees or deep rooted plants shall be planted within 10-feet of any water service.

### **SEWER**

1. A private 6-inch minimum (PVC) sewer lateral with a standard clean-out within the right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Inserta-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
3. No trees or deep rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
4. All abandoned sewer laterals shall be removed or capped at the property line and so noted on the improvement plans to the satisfaction of the Utilities Engineer.
5. All sewer lateral(s) and grease traps shall be considered a private sewer system. The Property Owner will be responsible for all maintenance of the sewer lateral(s) and system to the sewer main.

6. A grease trap, if required for the restaurant component of the project, shall be installed at an approved location to the satisfaction of the Director of Utilities.

### **LANDSCAPE**

7. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.
8. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs and landscaping installed in the right-of-way, shall be maintained by the property owner.

### **EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

#### **STREET**

#### **CLASSIFICATION**

W. Mission Avenue

Major Road (51' CL to R/W - 9' dedication)

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.
2. The developer shall dedicate to the public a 20-foot radius corner rounding at W. Mission Avenue and Rock Springs Road.
3. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. Building permits will not be issued for lots in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required dedication fee in effect at the time of the submittal.

*Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying and traverse closure tapes. The City will prepare all final public documents.*

## **FEES**

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of 36,000, unless a higher amount is deemed necessary by the City Engineer.
2. The City shall credit the Developer \$50,000 in Traffic Impacts Fees as the City's contribution towards the addition of protected left turn phasing to the south and north bound legs at this intersection.
3. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

## **UTILITY UNDERGROUNDING AND RELOCATION**

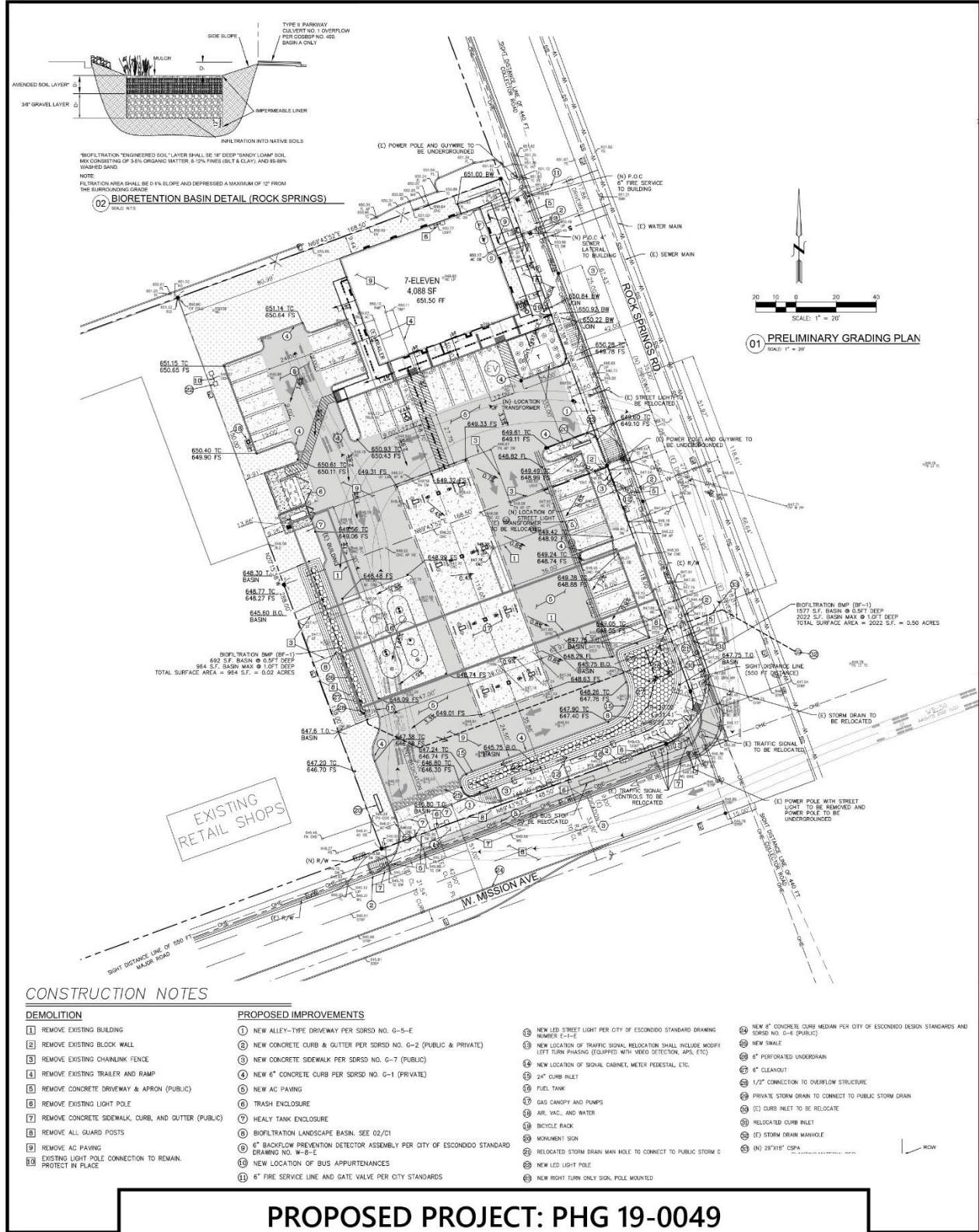
1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

## **SURVEYING AND MONUMENTATION**

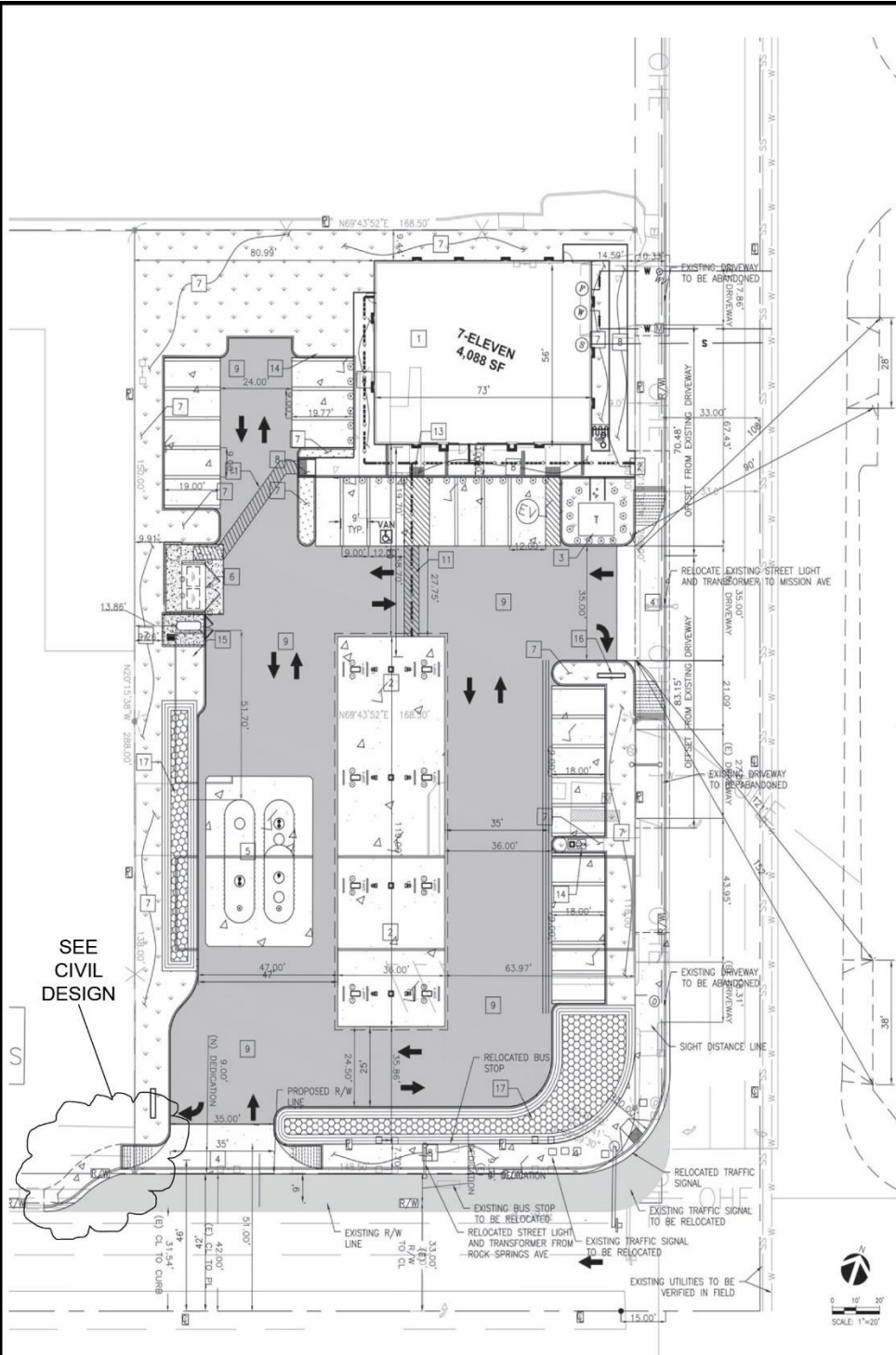
1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.



**EXHIBIT "D"**  
**PHG 19-0049; ENV 19-0006**



**PROPOSED PROJECT: PHG 19-0049**  
**CIVIL PLAN**



SEE CIVIL DESIGN

**PROJECT DATA**

PROJECT INFORMATION:	
APPLICANT:	TAT & ASSOCIATES, INC. ATTN: MIKE MACKERLAND 700 N. PARKCENTER DR. SANTA ANA, CA 92705 TEL: (714) 560-3385 CEL: (714) 745-6738 MKACKERLAND@TAT.COM
ARCHITECT:	TAT & ASSOCIATES, INC. ATTN: TIM VIRROS 700 N. PARKCENTER DR. SANTA ANA, CA 92705 TEL: (714) 560-9824 CEL: (714) 529-7992 TVIRROS@TAT.COM
ASSESSOR'S PARCEL NUMBER(S):	228-220-13-00 and 228-220-43-00
ADDRESS:	900 W MISSION AVENUE ESCONDIDO, CA 92025
PROJECT DESCRIPTION:	GROUND-UP GAS STATION - CONVENIENCE STORE
CONSTRUCTION TYPE:	V-B
ADJACENT ZONING:	NORTH: N/A (N/A) SOUTH: N/A (N/A) EAST: N/A (N/A) WEST: N/A (N/A)
EXISTING ZONING:	M1 - LIGHT INDUSTRIAL
EXISTING LAND USE:	RETAIL (USED CAR DEALER)
PROPOSED ZONING:	CO - GENERAL COMMERCIAL
PROPOSED LAND USE:	RETAIL - CONVENIENCE STORE W/ GAS STATION
BUILDING INFORMATION:	
GROSS AREA:	#49,715 (1.14 ACRES)
GROSS ACREAGE W/ DEDICATION:	#48,106 (1.10 ACRES)
EXISTING BUILDING AREA:	#5,300 SF (TO BE DEMOLISHED)
PROPOSED BUILDING AREA:	#4,088 SF
CANOPY AREA:	4,384 SF
BUILDING HEIGHT:	ALLOWABLE BUILDING HEIGHT: NONE
LOT COVERAGE:	17.3% (8,372 SF)
LANDSCAPING LOT COVERAGE:	24.8% (11,932 SF)
REQUIRED BUILDING SETBACKS:	
FRONT:	5' FT
REAR:	0' FT
SIDE 1 INTERIOR:	0' FT
SIDE 2 STREET:	5' FT
REQUIRED LANDSCAPING SETBACKS:	
FRONT:	5' FT
REAR:	0' FT (IF ADJACENT RES. 25' IS REQUIRED)
SIDE 1:	0' FT (IF ADJACENT RES. 25' IS REQUIRED)
SIDE 2 (STREET):	5' FT
PARKING REQUIREMENTS:	
REQUIREMENTS:	16 (1 STALLS PER 250 SQF)
PROVIDED:	25 STALLS (ENCL. 1 ACCESSIBLE, 1 EV STALL & BIKE RACKS)
UTILITY INFORMATION:	
ELECTRICAL:	N/A
GAS:	N/A
WATER:	N/A
STORM DRAIN:	N/A
SEWER:	N/A
DEDICATION:	
A 9FT DEDICATION ALONG MISSION AVE. IMPOSED BY CITY PLANNING FOR FUTURE STREET WIDENING. OFF-SITE IMPROVEMENT IS REQUIRED TO REMOVE AND RE-INSTALL BUS BENCH, DRIVEWAY, AND ALL UTILITIES.	

**FIRE SPRINKLER:**  
 1. PROPOSED BUILDING IS UNDER 5000 SQFT WHICH CODE SPECIFIES NOT REQUIRING FIRE SPRINKLERS.

**PROPOSED PROJECT: PHG 19-0049  
 SITE PLAN CONT.**

**MATERIALS BOARD**



'CASA BLANCA' SW7571  
SHERWIN WILLIAMS



'MEXICAN SAND' SW7519  
SHERWIN WILLIAMS



'QUARTERSAWN OAK' SW2836  
SHERWIN WILLIAMS



DARK ANODIZED BRONZE



QUICKSTACK 'COASTAL BROWN'  
CORONADO STONE

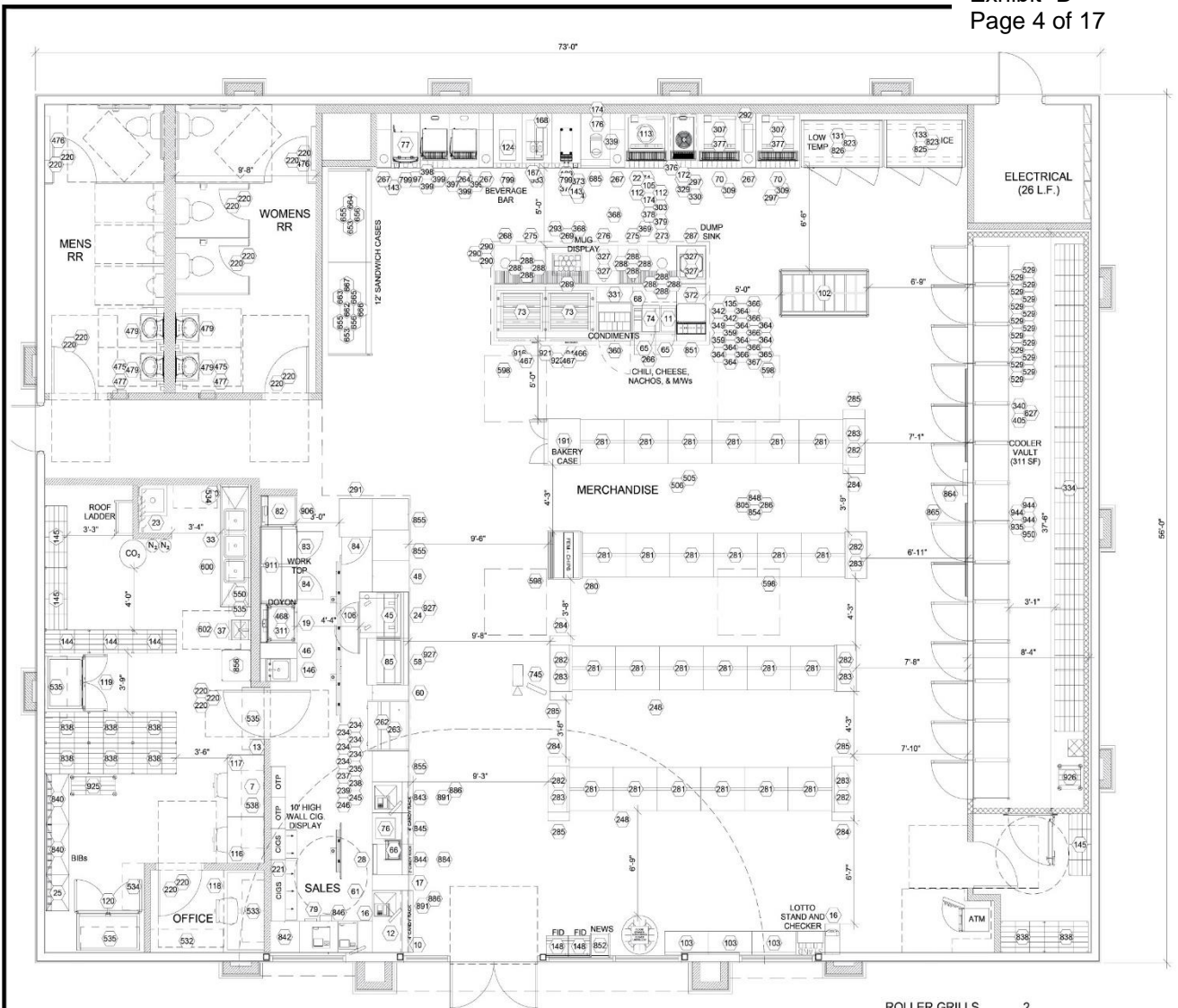


STANDING SEAM METAL ROOF  
BRIDGER STEEL



**PROPOSED PROJECT: PHG 19-0049  
MATERIALS**





1045089 - ESCONDIDO, CA - LAYOUT 02

05/21/2019

ROCK SPRINGS & MISSION  
 ESCONDIDO, CA

SCALE: 1/4"=1'-0"

TDG #19-372

APPROVED: YES  NO   
 05/22/2019

OCCUPANCY CALCULATION

MERCHANDISE	2317 SF	/	30	=	77 PEOPLE
KITCHEN / SALES	298 SF	/	200	=	2 PEOPLE
STORAGE/ BACK ROOM	506 SF	/	300	=	2 PEOPLE
OFFICE	51 SF	/	100	=	1 PERSON
RESTROOM	478 SF	/	N/A	=	0 PEOPLE

TOTAL = 82 PEOPLE

**WALL TYPE LEGEND**

EXTERIOR WALL	
COLUMN	
INTERIOR WALL	
PARTIAL HEIGHT WALL	
COOLER WALL	

ROLLER GRILLS	2
SANDWICH CASE	12'
VAULT DOORS	14
LOW TEMP DOORS	2
ICE MERCH. DOORS	2
NOVELTY CASE	1 (LG)
BAKERY CASE	1 (LG)
SLURPEE BARRELS	8

GONDOLA UNITS (60"H)	48
END CAPS (60"H)	08
POWER WINGS	(08) - NOT IN TOTAL
LOW WALLS (36"H)	03
HIGH WALLS (72"H)	00
TOTAL	59

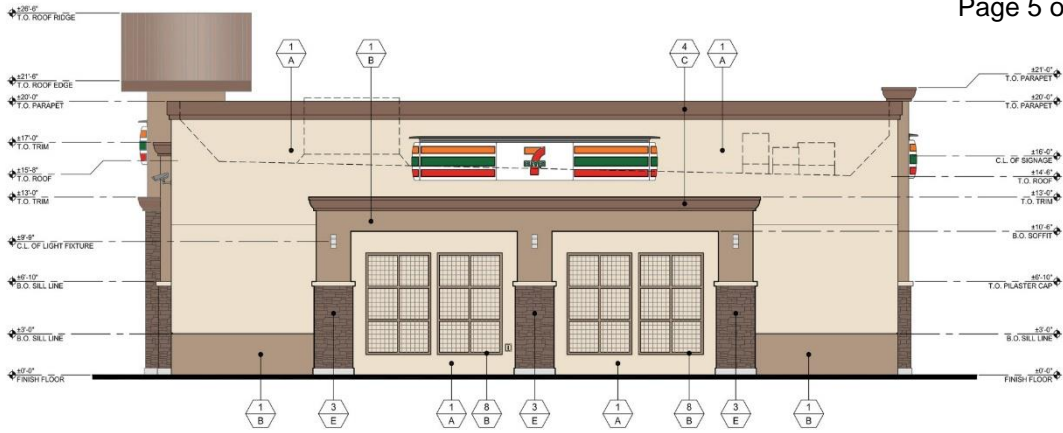
TOTAL SQ FT	= 4089 SF
SALES FLOOR AREA	= 2614 SF

GAS: YES LIQUOR: NO  
 BEER: YES WINE: YES

OCCUPANCY LOAD (>49) = 82  
 TRAVEL DISTANCE (<200) = 79'  
 COMMON PATH OF TRAVEL (<75) = 88'  
 RESTROOMS REQUIRED = 2  
 EXITS REQUIRED = 2

OVERHEAD SHELVES = 42 FT  
 FLOOR SHELVES = 45 FT

**PROPOSED PROJECT: PHG 19-0049  
 LAYOUT**



EXTERIOR ELEVATION - NORTHEAST SCALE: 1/4" = 1'-0" 2



EXTERIOR ELEVATION - SOUTHEAST SCALE: 1/4" = 1'-0" 1

**MATERIAL SAMPLES**



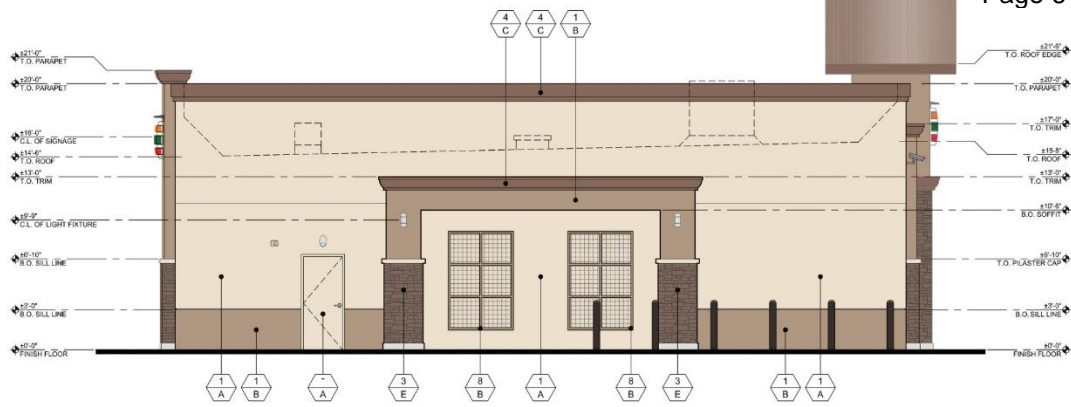
**FINISHES**

- 1 7/8" EXTERIOR CEMENT PLASTER OVER 3/4" EXP. DIAMOND MESH OVER "TYVEK" COMMERCIAL WRAP OVER 15# BUILDING PAPERS  
MANUFACTURER: LA HABRA STUCCO  
A LIGHT DASH, MACHINE APPLY
- 2 STOREFRONT 451TVG  
FINISH: ANODIZED ALUMINUM  
MFR: KAWNEER
- 3 STONE VENEER  
FINISH: QUICK STACK  
MFR: CORONADO STONE
- 4 EIFS TRIM/CORNICE  
FINISH: 1/8" EXTERIOR STUCCO - SMOOTH FINISH  
MFR: -
- 5 METAL ROOF SYSTEM  
FINISH: STANDING SEAM - POWDERCOAT TO MATCH 'QUARTERSAWN OAK SW2836'  
MFR: BRIDGER STEEL OR SIMILAR
- 6 DECORATIVE METAL WALL TRELIS  
FINISH: POWDERCOAT TO MATCH SW7519  
MFR: T.B.D.
- 7 DECORATIVE WOOD FASCIA  
FINISH: POWDERCOAT TO MATCH SW2836  
MFR: T.B.D.

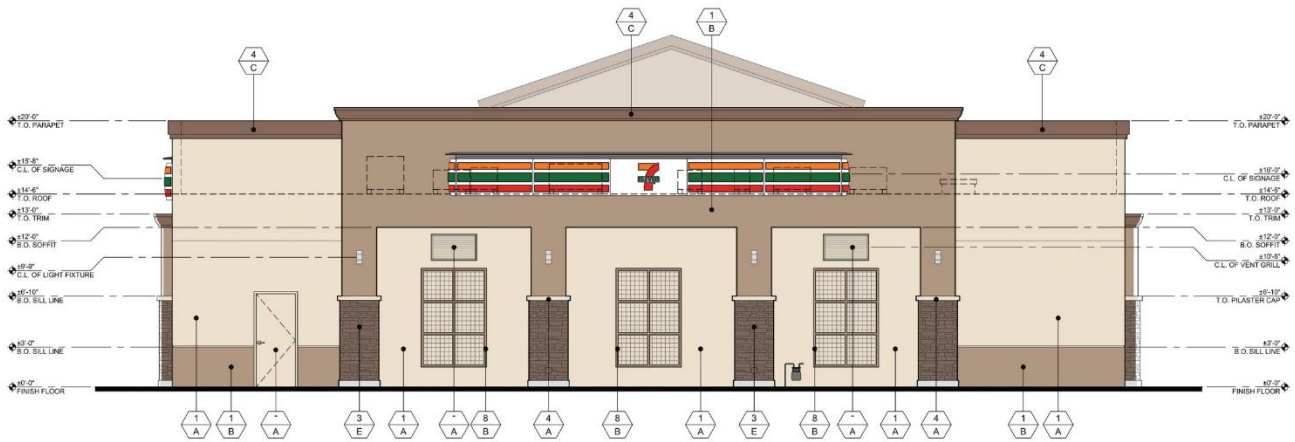
**MATERIAL SAMPLES**

- A CASA BLANCA - SW 7571 SHERWIN WILLIAMS
- B MEXICAN SAND - SW 7519 SHERWIN WILLIAMS
- C QUARTERSAWN OAK - SW 2836 SHERWIN WILLIAMS
- D DARK BRONZE #40 KAWNEER
- E COASTAL BROWN CORONADO STONE

**PROPOSED PROJECT: PHG 19-0049  
 EXTERIOR**



EXTERIOR ELEVATION - SOUTHWEST SCALE: 1/4" = 1'-0" 2



EXTERIOR ELEVATION - NORTHWEST SCALE: 1/4" = 1'-0" 1

**MATERIAL SAMPLES**



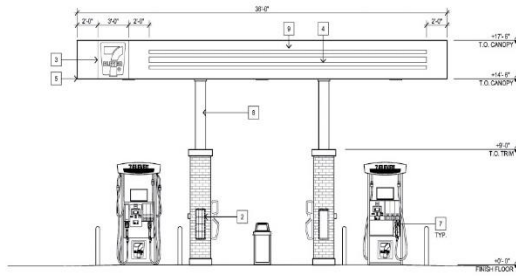
**FINISHES**

- 1 7/8" EXTERIOR CEMENT PLASTER OVER 3/4" EXP DIAMOND MESH OVER "TYVEK" COMMERCIAL WRAP OVER 15# BUILDING PAPERS  
 MANUFACTURER: LA HABRA STUCCO  
 A LIGHT DASH, MACHINE APPLY
- 2 STOREFRONT 451TVG  
 FINISH: ANODIZED ALUMINUM  
 MFR: KAWNEER
- 3 STONE VENEER  
 FINISH: QUICK STACK  
 MFR: CORONADO STONE
- 4 EIFS TRIM/CORNICE  
 FINISH: 1/8" EXTERIOR STUCCO - SMOOTH FINISH  
 MFR: -
- 5 METAL ROOF SYSTEM  
 FINISH: STANDING SEAM - POWDERCOAT TO MATCH 'QUARTERSAWN OAK SW2836'  
 MFR: BRIDGER STEEL OR SIMILAR
- 6 DECORATIVE METAL WALL TRELLIS  
 FINISH: POWDERCOAT TO MATCH SW7519  
 MFR: T.B.D.
- 7 DECORATIVE WOOD FASCIA  
 FINISH: POWDERCOAT TO MATCH SW2836  
 MFR: T.B.D.

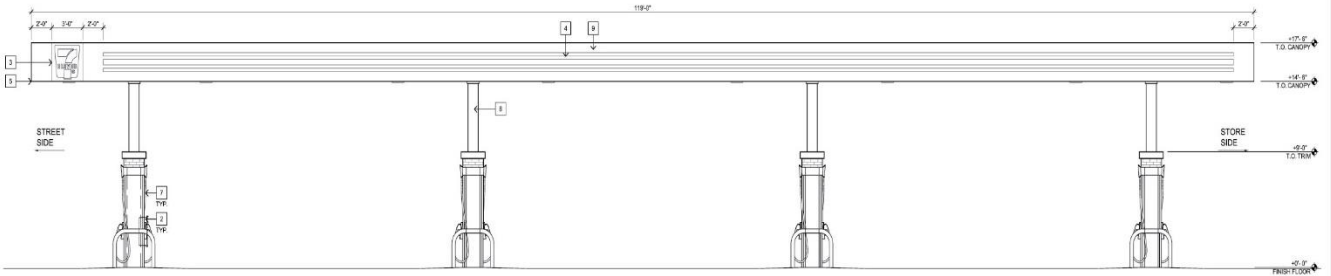
**MATERIAL SAMPLES**

- A CASA BLANCA - SW 7571  
 SHERWIN WILLIAMS
- B MEXICAN SAND - SW 7519  
 SHERWIN WILLIAMS
- C QUARTERSAWN OAK - SW 2836  
 SHERWIN WILLIAMS
- D DARK BRONZE #40  
 KAWNEER
- E COASTAL BROWN  
 CORONADO STONE

**PROPOSED PROJECT: PHG 19-0049  
 EXTERIOR CONT.**



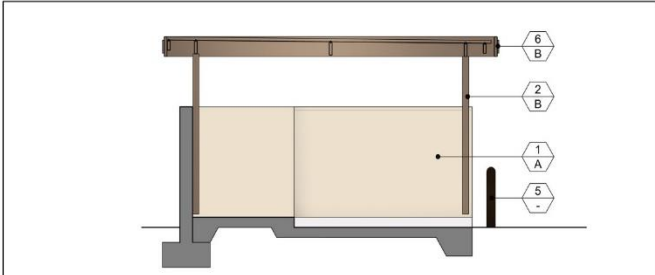
EXTERIOR ELEVATION - SOUTHEAST SCALE: 1/4" = 1'-0" 2



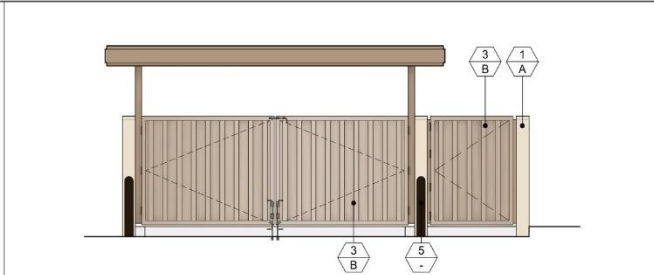
EXTERIOR ELEVATION - NORTHEAST SCALE: 1/4" = 1'-0" 1

**PROPOSED PROJECT: PHG 19-0049  
EXTERIOR CANOPY ELEVATION**

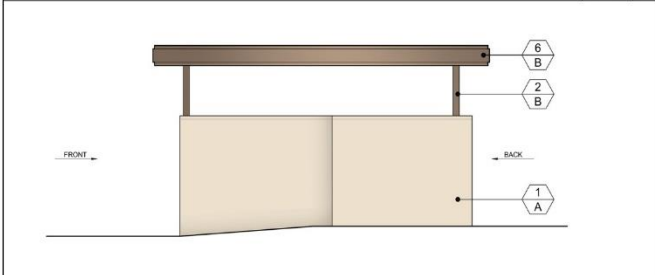




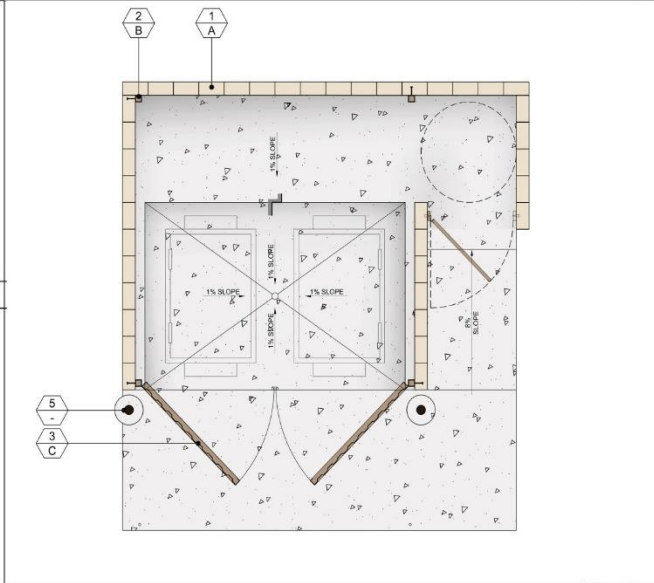
ENCLOSURE SECTION SCALE: 3/8" = 1'-0" 7



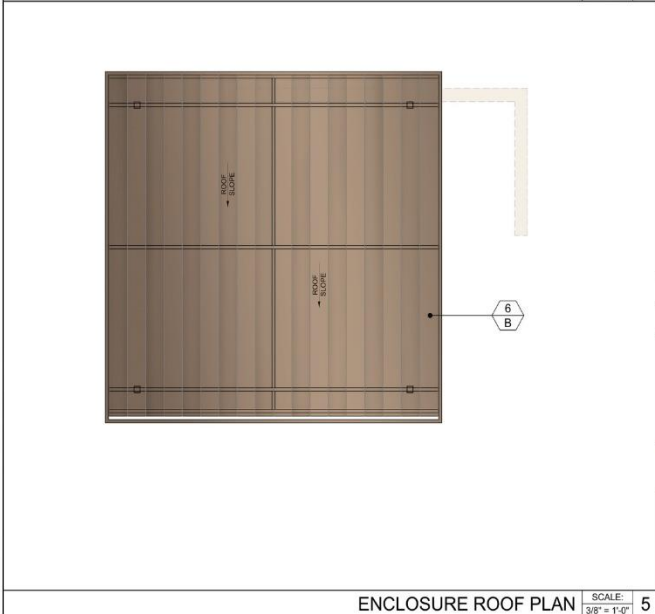
ENCLOSURE ELEVATION SCALE: 3/8" = 1'-0" 2







ENCLOSURE ELEVATION SCALE: 3/8" = 1'-0" 6




ENCLOSURE PLAN SCALE: 3/8" = 1'-0" 1



ENCLOSURE ROOF PLAN SCALE: 3/8" = 1'-0" 5

MATERIAL SAMPLES		FINISHES	
	CASA BLANCA - SW 7571 SHERWIN WILLIAMS		MEXICAN SAND - SW 7519 SHERWIN WILLIAMS
	ANODIZED DARK BRONZE KAWNEER		PANTONE PG-440C BOLLARD COVER, TYP.
		1	7/8" EXTERIOR CEMENT PLASTER OVER 8"x8"x16"x6"-0" H CMU WALL. PROVIDE GRAFFITI RESISTANT COATING #8 EXP. DIAMOND MESH OVER TYVEK COMMERCIAL WRAP OVER 15# BUILDING PAPERS MANUFACTURER: LA HABRA STUCCO A LIGHT DASH MACHINE APPLY
		2	4"x4" STEEL COLUMNS (TRELIS) FINISH: DARK BRONZE ANODIZED MFR: T.B.D.
		3	16 GA. RIBBED METAL GATES FINISH: DARK BRONZE ANODIZED MFR: T.B.D.
		4	METAL FLASHING CAP FINISH: SHERWIN WILLIAMS MFR: T.B.D.
		5	PARKING BOLLARD PLASTIC COVER FINISH: BROWN - PANTONE PG-440C MFR: T.B.D.
		6	CORRUGATED METAL PANEL FINISH: MEXICAN SAND - SW7519 MFR: T.B.D.

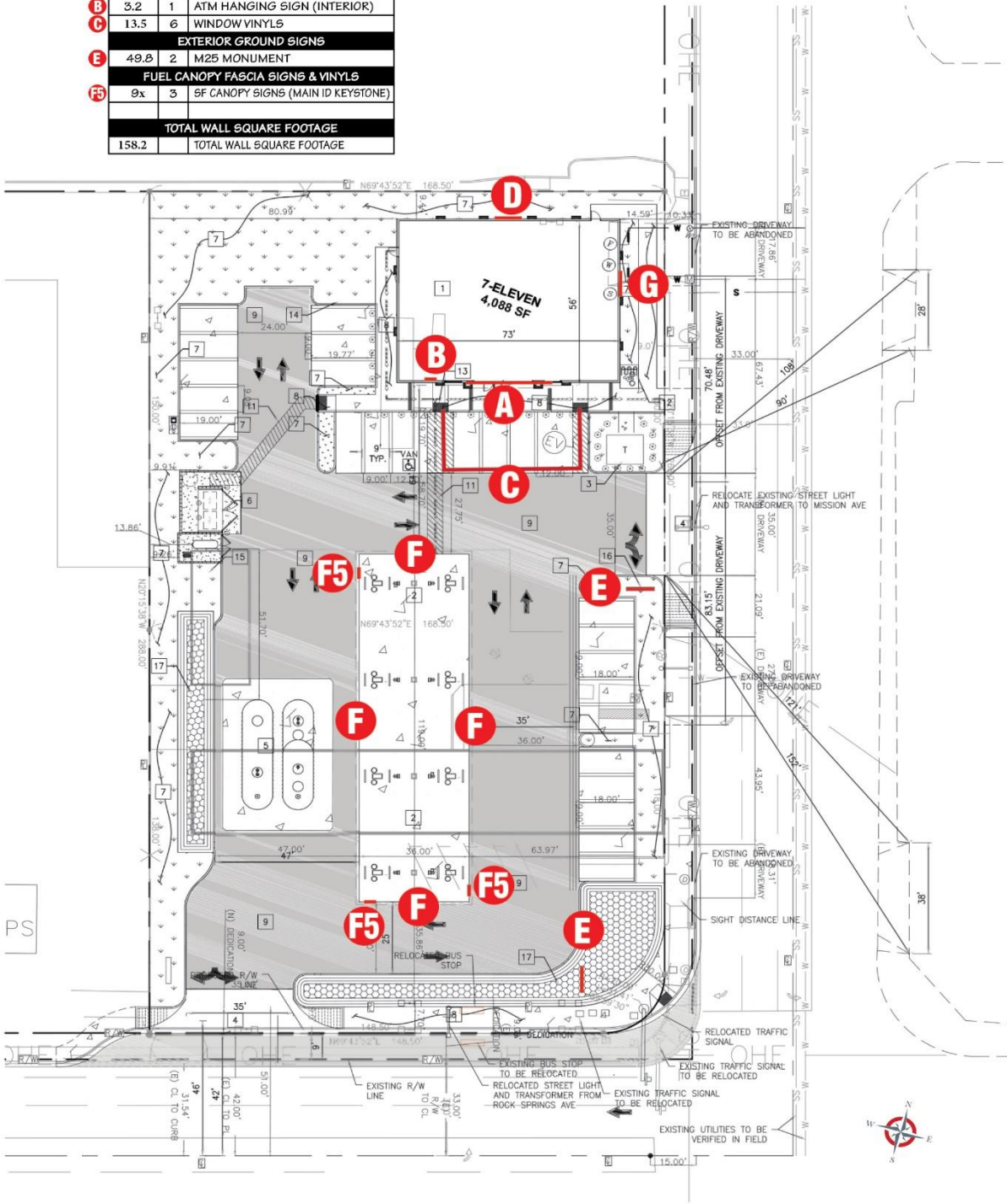
MATERIAL SAMPLES	
	CASA BLANCA - SW 7571 SHERWIN WILLIAMS
	MEXICAN SAND - SW 7519 SHERWIN WILLIAMS
	DARK BRONZE #40 KAWNEER

**PROPOSED PROJECT: PHG 19-0049  
 ENCLOSURE**



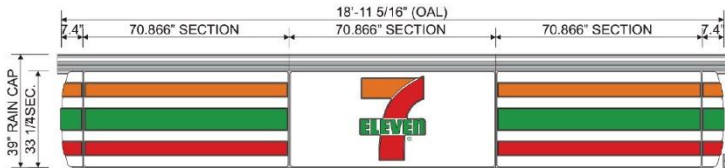


PRODUCT LIST		
SQ. FT.	QTY	ITEM
<b>EXTERIOR BUILDING SIGNS</b>		
A	52.5	1 3' 3 PACK TATEYAMA
B	25	1 W25 KEYSTONE
C	37	1 W37 KEYSTONE
<b>INTERIOR SIGNS AND WINDOW VINYL</b>		
B	3.2	1 ATM HANGING SIGN (INTERIOR)
C	13.5	6 WINDOW VINYL
<b>EXTERIOR GROUND SIGNS</b>		
E	49.8	2 M25 MONUMENT
<b>FUEL CANOPY FASCIA SIGNS &amp; VINYL</b>		
F5	9x	3 SF CANOPY SIGNS (MAIN ID KEYSTONE)
<b>TOTAL WALL SQUARE FOOTAGE</b>		
158.2		TOTAL WALL SQUARE FOOTAGE



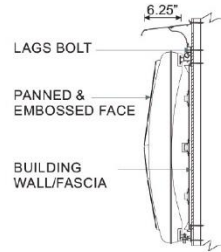
**PROPOSED PROJECT: PHG 19-0049**  
**SITE PLAN - SIGN PROGRAM**

**TATEYAMA - 3 x 19**



TWO (2) SET OF 33 1/4" S/F INTERNALLY ILLUMINATED WALL SIGNS (SEJ 1800 SERIES).

**ELECTRICAL NOTE:** EXPOSED EXTERIOR 20 AMP WEATHERPROOF ELECTRICAL DISCONNECT REQUIRED WITHIN VISUAL RANGE OF SIGN REQUIRED FOR EVERY 16 AMPS OF SIGNAGE. ACTUAL NUMBER OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR. ACTUAL LOCATION OF BOX MAY VARY. CIRCUITS AND SWITCH TO BE PROVIDED BY OTHERS. INPUT VOLTAGE - 120V  
 ALL SIGNAGE WILL BE (MET) LISTED (U.L.) 48STD COMPLIANT AND CARRY (MET) LABELS.

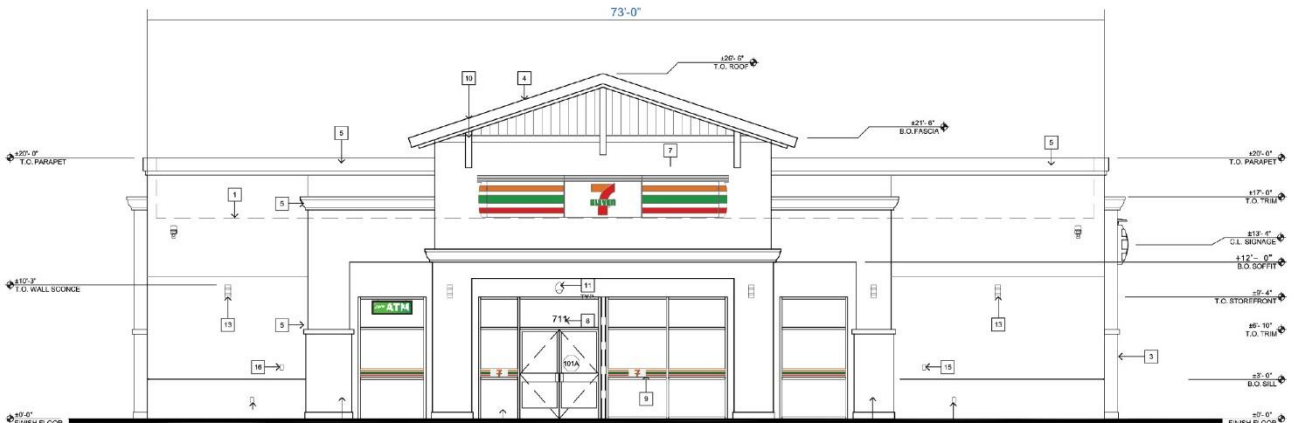


**A**

Front Elevation - SEJ 1800 Series Wall Sign Sections - Sign A  
 1/4" = 1'-0"

Display Square Footage (Sections): 52.5

Side Mounting Detail - Sign A  
 NTS

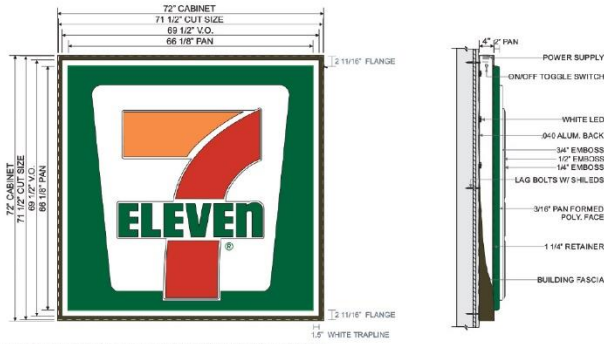


Proposed South Elevation - Signs A, B & C

**PROPOSED: 55.7 SQ. FT.**

TOTAL WALL SQ. FT.: 121.6

**PROPOSED PROJECT: PHG 19-0049  
 WALL SIGNAGE - ELEVATION**



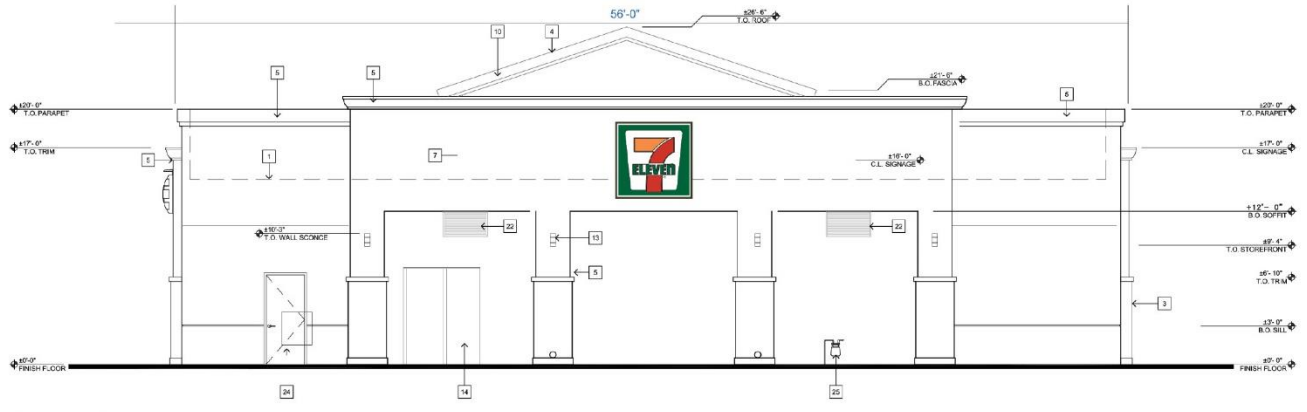
ONE (1) W37 INTERNALLY ILLUMINATED S/F WALL SIGN CABINET.  
 3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP ALUM. CABINET W/ 1 1/4" RETAINERS TO BE PAINTED DURANODIC BRONZE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN  
 PAINT SPECS: DURANODIC BRONZE

Fascia & Side Detail - W37 Wall Sign Cabinet - Sign D  
 1/2" = 1'-0"

7-ELEVEN LOGO DIMENSIONS:  
 OAH: 58 1/2"  
 OAL: 53 7/16"

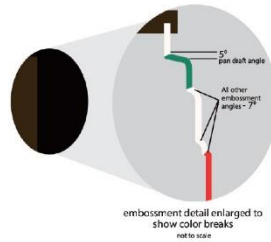
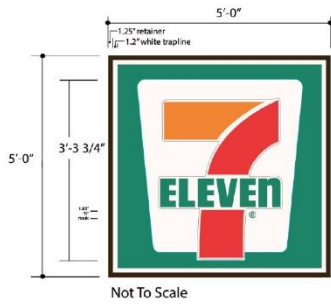
Display Square Footage(Cabinet): 36.0



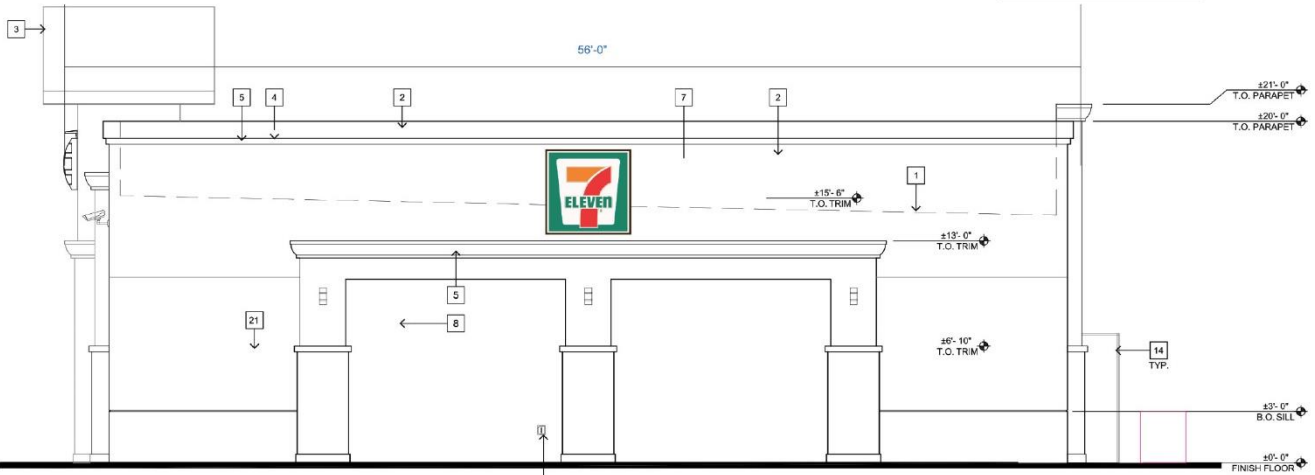
Proposed North Elevation - Sign A

TOTAL WALL SQ. FT.: 83.3

**PROPOSED PROJECT: PHG 19-0049  
 CABINET**



- SINGLE FACE INTERNALLY ILLUMINATED WALL SIGNS.
  - LED II LUMINATION.
  - 5 1/2\"/>
- |                                       |            |
|---------------------------------------|------------|
| <span style="color: green;">■</span>  | 3M 3630-26 |
| <span style="color: red;">■</span>    | 3M 3630-33 |
| <span style="color: orange;">■</span> | 3M 3630-44 |
| <span style="color: white;">■</span>  | WHITE      |
| <span style="color: black;">■</span>  | BRONZE     |

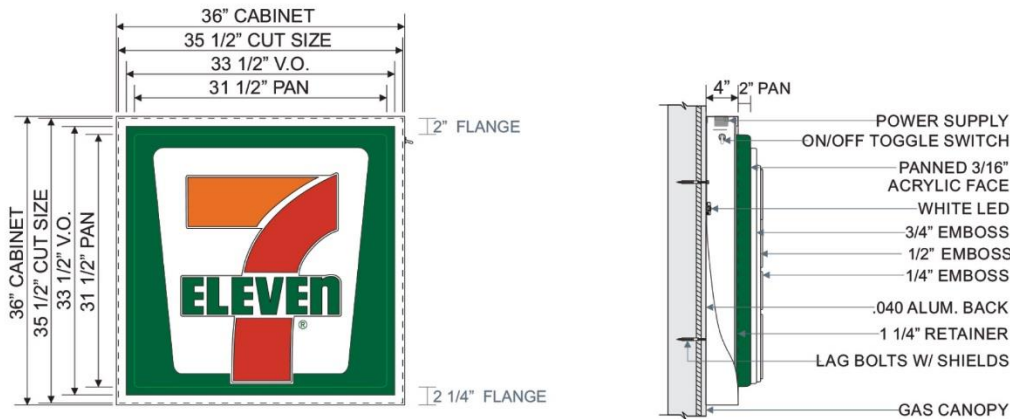


Proposed East Elevation - Sign A

**PROPOSED: 25 SQ. FT.**

**TOTAL WALL SQ. FT.: 83.3**

**PROPOSED PROJECT: PHG 19-0049  
 WALL CABINET**



THREE (3) **W9** S/F INTERNALLY ILLUMINATED CANOPY SIGN CABINET.  
 3/16" THICK PAN FORMED & EMBOSSED WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS  
 APPLIED FIRST SURFACE. 4" DEEP EXTRUDED ALUM. CABINET W/ 1 1/4" RETAINERS TO BE  
 PAINTED **WHITE**. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

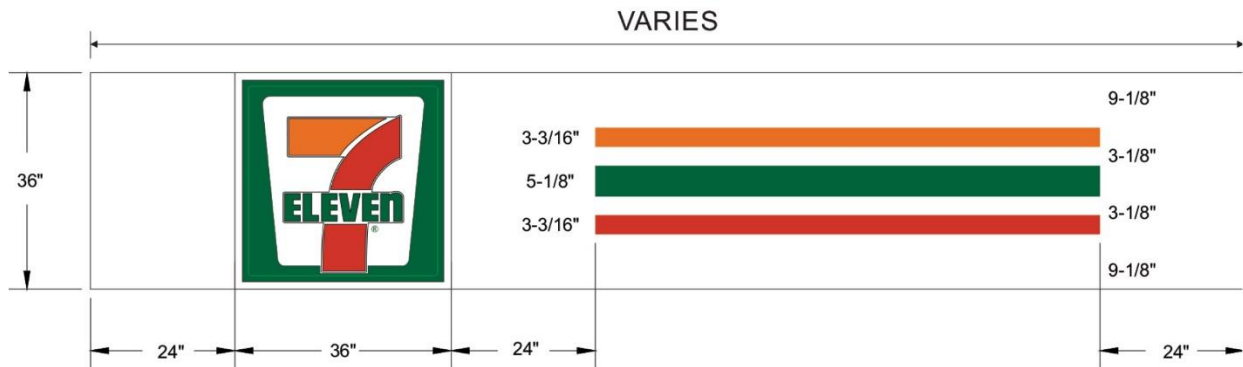
VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN  
 PAINT SPECS: PMS WHITE

**NOTE:** SIGN TO BE INSTALLED 2'-0" FROM LEFT EDGE OF GAS CANOPY.  
**NOTE:** ACCOMPANYING TRI-STRIPE GRAPHICS TO BEGIN 2'-0" FROM CABINET.  
**NOTE:** TRI-STRIPE GRAPHICS TO BE SUPPLIED BY 7-ELEVEN CANOPY CONTRACTOR.

7-ELEVEN LOGO  
 DIMENSIONS:  
 OAH: 29 1/2"  
 OAL: 27"

**F5** Face & Side Detail - **W9** Canopy Sign Cabinet - **Sign F**  
 NTS

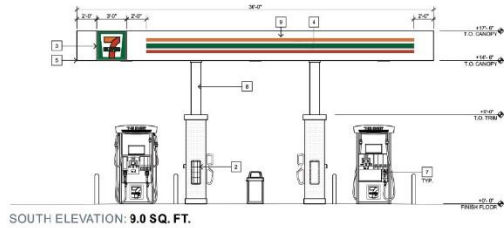
Display Square Footage(Cabinet): **9.0**



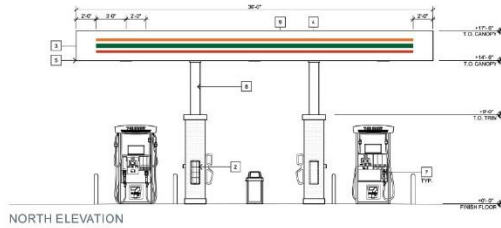
**F5** **F** Front Elevation - **36"** Canopy Height - **Sign And Graphics Layout** - **Sign F**  
 NTS

**PROPOSED PROJECT: PHG 19-0049  
 CANOPY CABINET AND VINYL**

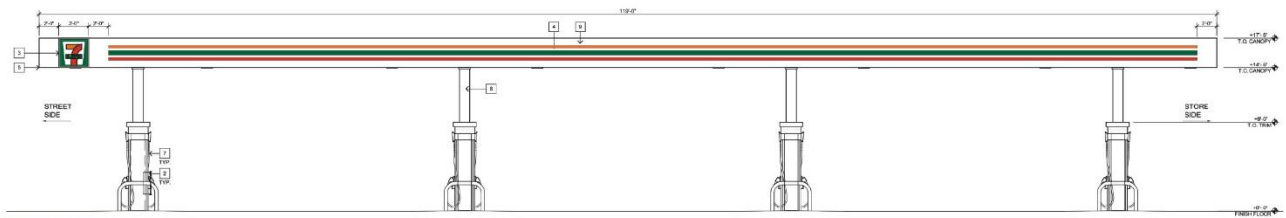




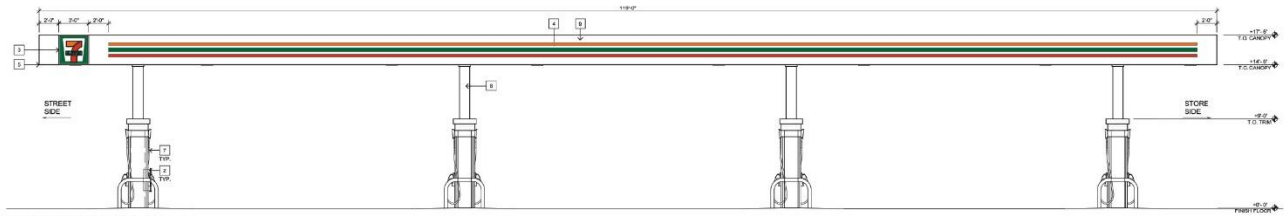
SOUTH ELEVATION: 9.0 SQ. FT.



NORTH ELEVATION



WEST ELEVATION: 9.0 SQ. FT.

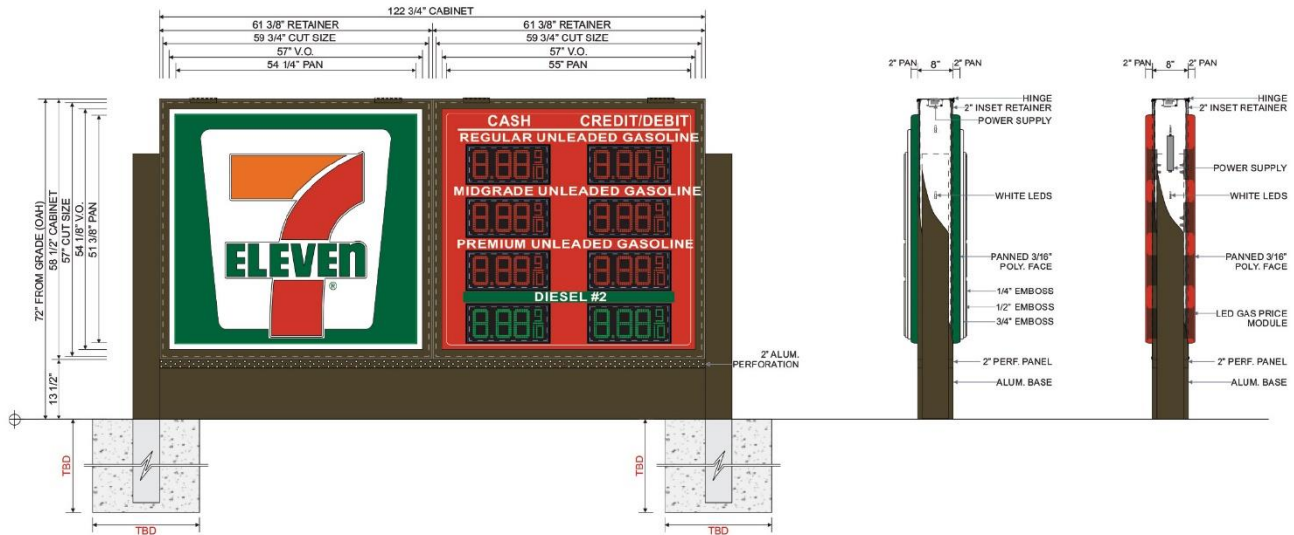


EAST ELEVATION: 9.0 SQ. FT.

Canopy Overlay - Sign Type F



**PROPOSED PROJECT: PHG 19-0049  
CANOPY CABINET AND VINYL - ELEVATIONS**



TWO (2) CUSTOM D/F INTERNALLY ILLUMINATED MAIN ID/GAS PRICE MONUMENT SIGN.

**MAIN ID (M25) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

**GAS PRICE (L25G8D-CA) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED CLEAR POLY. FACES BACK SPRAYED PMS 485 RED THEN PMS WHITE W/ 3M 3630-26 GREEN TRANSLUCENT VINYL & 3M 7725-12 BLACK VINYL TRIM AROUND LED WINDOW APPLIED SECOND SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED DURANODIC BRONZE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

PROVIDE CUSTOMER W/ PRICE VISION 6" DIGIT RED & GREEN LED MODULES.  
 PROVIDE CUSTOMER ALUM. SKIN & FRAME BASE, PAINTED DURANODIC BRONZE.

7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 7725-12 BLACK  
 7-ELEVEN PAINT SPECS: PMS 485 RED & PMS WHITE

**NOTE:** VERTICAL STEEL SUPPORT & FOOTING TO BE SPECIFIED BY ENGINEERING & PROVIDED BY INSTALLER  
**NOTE:** MONUMENT SIGN CABINET TO HAVE AT LEAST 1" OF SPACE BELOW CABINET FOR VENTILATION.  
**NOTE:** CUSTOMER TO CONFIRM FUEL GRADES PRIOR TO PRODUCTION

7-ELEVEN LOGO  
 DIMENSIONS:  
 OAH: 47"  
 OAL: 42 15/16"

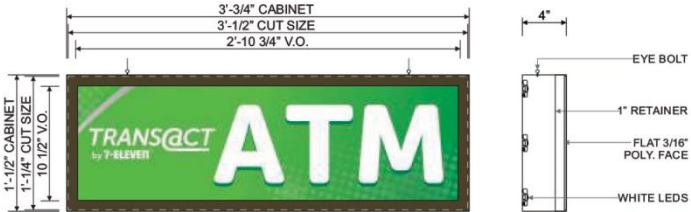
SEP PRICE VISION LED UNITS:	
LED UNIT SIZE:	8.198" X 18.099"
LED CHARACTER SIZE:	6.436"

**E** Face & Side Detail - M25 & L25G8D-CA Monument Sign - Sign E  
 NTS

Display Square Footage (Cabinet): 49.8

**PROPOSED PROJECT: PHG 19-0049  
 MONUMENT**





ONE (1) INTERIOR ATM INTERNALLY ILLUMINATED S/F WINDOW SIGN. 3/16" THICK FLAT WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED IMAGE VINYL TO BE APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ GE WHITE LEDS. 4 DEEP ALUM. CABINET & 1" RETAINERS ALL PAINTED 313E DURANODIC BRONZE. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

VINYL SPECS: **DIGITALLY PRINTED IMAGE VINYL**  
 PAINT SPECS: **313E DURANODIC BRONZE**

**NOTE: ATM SIGN TO BE FABRICATED & INSTALLED BY OTHERS**

**B** Front Elevation & Side Mounting Detail - ATM S/F Window Sign - Sign B  
 NTS Display Square Footage (Cabinet): 3.2



WINDOW VINYL GRAPHICS.  
 VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.  
**NOTE: WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF HARBINGERS SCOPE OF WORK.**  
**NOTE: FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.**

**C** Front Elevation - Typical Window Vinyl Graphics - Sign C

**PROPOSED PROJECT: PHG 19-0049  
 WINDOW SIGNAGE**

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 15 (A)**

**January 13, 2021**

**File No. 1340-70**

**SUBJECT:** Authority to Execute a State Revolving Fund Installment Sale Agreement for Engineering and Construction of the Membrane Filtration / Reverse Osmosis (MFRO) Facility

**DEPARTMENT:** Utilities Department, Construction & Engineering Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2021-01, authorizing the Director of Utilities to execute an Installment Sale Agreement (“Agreement”) in the amount of \$45,000,000 from the State Water Resources Control Board, Division of Financial Assistance. The loan issued from the Clean Water State Revolving Fund (“SRF”) will be used for engineering and construction costs of the Membrane Filtration / Reverse Osmosis (“MFRO”) Facility. The loan amount may be reduced by the award of California Proposition 1 grant funding.

**FISCAL ANALYSIS:**

The Agreement will have a 30-year term, a 2.0 percent annual interest rate or less, no prepayment penalty, and a principal amount of \$45,000,000. Principal forgiveness in the form of a California Proposition 1 Grant is expected to be \$3,390,000. The Proposition 1 grant will reduce the projected principal amount to be repaid to \$41,610,000.

If the loan is repaid over the full 30-year term (i.e., there is no prepayment) and there is *no* Proposition 1 Grant award, annual payments will be approximately \$2.01 million for 30 years. The total amount repaid will be about \$60.3 million. These projections are the worst-case scenario because the interest rate is likely to be less than 2.0% and a Proposition 1 Grant is expected.

If the Proposition 1 grant is awarded as expected, the projected annual payments will be approximately \$1.86 million for 30 years. The total amount repaid will be about \$55.7 million.

SRF loans offer significant savings over other borrowing options. For example, repayment costs for a \$45 million bond at an interest rate of 4.75 percent annually and 30-year term would be \$85.3 million, or about \$25.0 million more than the SRF loans over the lifetime of the loans. Additionally, repayment of SRF loans begins one year after completion of construction of the project, meaning the first payments will not be due until FY 2024 or later.

The Local Resource Program (“LRP”) Agreement with the Metropolitan Water District of Southern California and the San Diego County Water Authority, authorized by the City Council in June 2020, will increase revenue for the first 15 years of the MFRO facility’s operation. This funding will pay a

significant portion (2/3 to 3/4, depending on actual water demand and production) of the annual debt service for this loan during that period.

Debt coverage, that is the ability to collect enough revenue to cover operating costs and debt payments, is an important consideration when borrowing money. Debt coverage is calculated by dividing the net revenue by the total debt service payment. In FY 2020 the Wastewater Fund's debt coverage was approximately 2.03. The minimum required by the Wastewater Fund's existing bond covenants and other SRF loans is 1.20. The projected annual payment for the proposed SRF loan will be at most \$2.01 million. If this payment was to occur in FY 2020, the Fund's debt coverage would have been 1.51, still well in excess of the required 1.20. The previously mentioned revenue from Metropolitan Water District's LRP program (~\$1.5 million annually) will reduce the effective loan payment to approximately \$500,000 annually over the first 15 years. The debt coverage ratio in this case is projected to be 1.64. When repayment begins in FY 2024, the actual debt coverage will be higher than these projections because a 5.5% rate increase is scheduled to take effect in March 2021.

#### PREVIOUS ACTION:

On June 3, 2020, the City Council adopted Resolution No. 2020-52, authorizing execution of a Local Resource Program ("LRP") Agreement with the Metropolitan Water District of Southern California and the San Diego County Water Authority for the City of Escondido's ("City") Membrane Filtration Reverse Osmosis Facility ("MFRO") Project.

On July 15, 2020, the City Council adopted Resolution No. 2020-105, authorizing application for a Clean Water State Revolving Fund ("SRF") loan for the Membrane Filtration / Reverse Osmosis Facility Capital Improvement Project (CIP No. 557-801508). The maximum authorized loan amount for the application is \$45,000,000, with the possibility of a reduced amount if the project is awarded a California Proposition 1 Grant via the SRF loan application process.

#### BACKGROUND:

The Clean Water SRF loan program is administered by the California Department of Water Resources ("DWR"). The program uses a pool of Federal and State funding to provide low interest loans to public water agencies for infrastructure projects that improve water quality and/or increase water supply. SRF funding is beneficial in two primary ways: (1) the SRF loan interest rate is very low (approximately 2.0% annually), and (2) the SRF application is also an application for grant funding via California Proposition 1. The lower rate and potential for more grant funding will save the Wastewater Fund ratepayers several million dollars over other borrowing options.

If a project is awarded a California Proposition 1 grant via the SRF application process, that amount will be deducted from the amount to be repaid via the loan. Therefore, the City will maximize free and low cost funding by applying for SRF funding for the full construction cost of the project. The amount of grant funding is expected to be \$3,390,000.

The MFRO Facility Project is being designed and constructed via a progressive Design-Build process. Amendment 3 to the design-build agreement with Filanc Brown & Caldwell Joint Venture includes the Guaranteed Maximum Price (“GMP”) for the project. This amendment is being considered for approval by the City Council at the same public meeting as this loan. The GMP in Amendment 3 includes the MFRO itself, pipelines connecting the MFRO to the existing recycled water mains and brine line, and an Intermediate Booster Pump Station. Funding that has been identified to date includes:

Integrated Regional Water Management Grant	\$2.0 million
Bureau of Reclamation Title XVI Grants	\$8.0 million
SRF Loan and CA Proposition 1 Grant	\$45.0 million (\$3.39 million grant)
Wastewater Fund CIP Reserves	\$10.5 million
<hr/> TOTAL	<hr/> \$65.5 million

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher McKinney*, Deputy City Manager/Director of Utilities  
01/06/21 4:28 p.m.

ATTACHMENTS:

1. Resolution No. 2021-01
2. Resolution No. 2021-01 Exhibit “A” Government Code Section 5852.1 Disclosure
3. Resolution No. 2020-56 Exhibit “B” Draft SRF Construction Installment Sale Agreement And Grant

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE DIRECTOR OF UTILITIES  
TO EXECUTE, ON BEHALF OF THE CITY, A  
STATE REVOLVING FUND INSTALLMENT SALE  
AGREEMENT FOR THE MEMBRANE  
FILTRATION AND REVERSE OSMOSIS  
FACILITY PROJECT

WHEREAS, the City of Escondido (“City”) has initiated the Recycled Water and Potable Reuse Program (the “Program”) to address wastewater outfall capacity, future water supply reliability and water availability to Escondido’s agricultural industry; and

WHEREAS, the first phase of the Program is comprised of five separate projects that when constructed, will enable recycled water produced at the Hale Avenue Resource Recovery Facility to be transported, further treated and then distributed to agricultural customers in eastern and northern areas of the City; and

WHEREAS, the Director of Utilities has submitted applications to the State Water Resources Control Board, Division of Financial Assistance (the “State”), requesting low-interest loans to fund construction of four of the five projects within the Program’s first phase; and

WHEREAS, the State is offering a loan to the City of \$45,000,000, for the Membrane Filtration and Reverse Osmosis Facility Project, with the potential for loan principal forgiveness in the form of a California Proposition 1 Grant of \$3,390,000.

WHEREAS, the loan is offered for a 30-year term and 2.0 percent annual interest or less (the “Obligation”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That in accordance with Government Code § 5852.1, the City has obtained required good faith estimates relating to the Obligation, and such estimates are disclosed and set forth in Exhibit "A" attached to this Resolution and incorporated by this reference.
3. That the City Council authorizes the Director of Utilities to execute, on behalf of the City, an Installment Sale Agreement in substantially the form attached as Exhibit "B" and incorporated by this reference, with the State.
4. That this Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Escondido

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Escondido

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss  
CITY OF ESCONDIDO )

I, Zack Beck, City Clerk of said City, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City and was signed by the Mayor of said City at an adjourned regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2020 and was approved by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CITY CLERK

BY: \_\_\_\_\_  
City Clerk of the City of Escondido

## EXHIBIT A

### GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates based on a principal amount of the Obligation of \$45,000,000:

- (A) True Interest Cost of the Obligation: 2.0%
- (B) Finance Charge of the Obligation (Sum of all fees/charges paid to third parties): \$10,000
- (C) Net Proceeds of the Obligation to be Received (net of finance charges, reserves and capitalized interest, if any): \$44,990,000
- (D) Total Payment Amount through Maturity of the Obligation: \$60,277,395

The foregoing constitute good faith estimates only. The principal amount of the Obligation, the true interest cost of the Obligation, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Obligation being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the Obligation being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Obligation being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of execution of the Obligation being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, or a combination of such factors.

The actual execution date of the Obligation and the actual principal amount of the Obligation will be determined by the City based on a variety of factors. The actual interest rate borne by the Obligation will be determined at the time of execution thereof.





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CLEAN WATER

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CITY OF ESCONDIDO

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION  
INSTALLMENT SALE AGREEMENT AND GRANT

[PROJECT NO. and NAME]

AGREEMENT NO. [ ]

PROJECT FUNDING AMOUNT: \$  
GRANT COMPONENT: \$  
ESTIMATED REASONABLE PROJECT COST: \$

ELIGIBLE WORK START DATE:  
ELIGIBLE CONSTRUCTION START DATE:  
CONSTRUCTION COMPLETION DATE:  
FINAL DISBURSEMENT REQUEST DATE:  
FINAL PAYMENT DATE:  
RECORDS RETENTION END DATE:

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TABLE OF CONTENTS

AGREEMENT ..... 1

1. AUTHORITY..... 1

2. INTENTION..... 1

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE. .... 1

4. PARTY CONTACTS ..... 2

5. DEFINITIONS..... 2

EXHIBIT A – SCOPE OF WORK..... 2

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK..... 2

A.2. STANDARD PROJECT REQUIREMENTS..... 2

    A.2.1 Acknowledgements.....2

    A.2.2 Reports.....2

        A.2.2.1 Progress Reports. ....2

        A.2.2.2 Project Completion Report. ....3

        A.2.2.3 As Needed Reports. ....3

        A.2.2.4 Recycled water reports.....3

        A.2.2.5 DBE Reports for SRF Projects. ....4

    A.2.3 Signage.....4

    A.2.4 Commencement of Operations. ....5

A.3 DATES & DELIVERABLES..... 5

EXHIBIT B – FUNDING TERMS..... 6

B.1. FUNDING AMOUNTS AND DISBURSEMENTS ..... 6

    B.1.1 Funding Contingency and Other Sources. ....6

    B.1.2 Estimated Reasonable Cost.....6

    B.1.3 Project Funding Amount.....6

    B.1.4 Grant Component.....6

    B. 1.5 Budget Costs.....6

    B.1.6 Contingent Disbursement. ....7

    B.1.7 Disbursement Procedure. ....7

    B.1.8 Withholding of Disbursements. ....8

    B.1.9 Fraud and Misuse of Public Funds.....9

B.2 RECIPIENT’S PAYMENT OBLIGATION, PLEDGE, AND RESERVE..... 9

    B.2.1 Project Costs.....9

    B.2.3 Interest Rate and In-Lieu of Interest Charges. ....10

    B.2.4 Reserved .....10

    B.2.5 Obligation Absolute.....10

    B.2.6 Payment Timing.....10

    B.2.7 Pledged Revenues.....11

        B.2.7.1 Establishment of Enterprise Fund and Reserve Fund. ....11

B.2.7.2	Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.....	11
B.2.7.3	Application and Purpose of the Enterprise Fund. ....	11
B.2.9	Reserve Fund. ....	11
B.3	RATES, FEES AND CHARGES. ....	12
B.4	ADDITIONAL DEBT. ....	12
EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS .....		13
C.1	REPRESENTATIONS & WARRANTIES. ....	13
C.1.1	Application and General Recipient Commitments. ....	13
C.1.2	Authorization and Validity. ....	13
C.1.3	No Violations.....	13
C.1.4	No Litigation.....	13
C.1.5	Property Rights. ....	14
C.1.6	Solvency and Insurance. ....	14
C.1.7	Legal Status and Eligibility.....	14
C.1.8	Financial Statements and Continuing Disclosure. ....	14
C.1.9	System Obligations.....	14
C.1.10	No Other Material Debt. ....	14
C.1.11	Compliance with State Water Board Funding Agreements. ....	14
C.2	DEFAULTS AND REMEDIES .....	15
C.2.1	Return of Funds; Acceleration; and Additional Payments.....	15
C.2.2	Reserved. ....	15
C.2.3	Judicial remedies. ....	15
C.2.4	Termination. ....	15
C.2.5	Reserved. ....	15
C.2.6	Damages for Breach of Federal Conditions. ....	16
C.2.7	Remedies and Limitations. ....	16
C.2.8	Non-Waiver. ....	16
C.2.9	Status Quo.....	16
C.3	STANDARD CONDITIONS .....	16
C.3.1	Access, Inspection, and Public Records. ....	16
C.3.2	Accounting and Auditing Standards; Financial Management Systems; Records Retention.....	16
C.3.3	Amendment. ....	17
C.3.4	Assignability. ....	18
C.3.5	Audit. ....	18
C.3.6	Bonding. ....	18
C.3.7	Competitive Bidding.....	18
C.3.8	Compliance with Applicable Laws, Rules, and Requirements. ....	18
C.3.9	Computer Software.....	18
C.3.10	Conflict of Interest. ....	18
C.3.11	Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. ....	19
	The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due. ....	19
C.3.12	Data Management.....	19
C.3.13	Disputes. ....	19
C.3.14	Drug-Free Workplace. ....	19

C.3.15	Environmental Clearance.....	19
C.3.16	Governing Law. ....	20
C.3.17	Income Restrictions. ....	20
C.3.18	Indemnification and State Reviews. ....	20
C.3.19	Independent Actor. ....	21
C.3.20	Integration.....	21
C.3.21	Reserved. ....	21
C.3.22	No Discrimination. ....	21
C.3.23	No Third Party Rights.....	22
C.3.24	No Obligation of the State. ....	22
C.3.25	Notice.....	22
C.3.26	Operation and Maintenance; Insurance.....	24
C.3.27	Permits, Subcontracting, and Remedies.....	25
C.3.28	Professionals. ....	25
C.3.30	Public Funding.....	26
C.3.31	Recipient’s Responsibility for Work. ....	26
C.3.32	Related Litigation. ....	26
C.3.33	Rights in Data. ....	26
C.3.34	State Water Board Action; Costs and Attorney Fees. ....	26
C.3.35	Timeliness.....	27
C.3.36	Unenforceable Provision.....	27
C.3.37	Venue.....	27
C.3.38	Waiver and Rights of the State Water Board.....	27
<b>C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS.....</b>		<b>27</b>
C.4.1	Reserved. ....	27
C.4.2	State Cross-Cutters. ....	27
C.4.3	Federal Requirements and Cross-Cutters for SRF Funding.....	28
<b>EXHIBIT D – SPECIAL CONDITIONS.....</b>		<b>34</b>
<b>EXHIBIT E – PAYMENT SCHEDULE.....</b>		<b>35</b>

## AGREEMENT

### 1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. of the Water Code, Section 79765 et seq. of the Water Code, Section 80147 of the Public Resources Code, and Resolution Nos. 2019-0058, 2019-0064 and 2020-0023.

(b) The Recipient is authorized to enter into this ISA Agreement (Agreement) pursuant to [Authorized Rep Resolution No. \_\_\_\_\_].

### 2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the recycled water construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay a portion of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

### 3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
- ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK

- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS
- v. EXHIBIT E – PAYMENT SCHEDULE

(e) This Agreement includes the following documents incorporated by reference:

- i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
- ii. the **Waste Discharge Requirement Order No. [ ]**, and **National Pollutant Discharge Elimination System Permit No. [ ]**;
- iii. the Davis-Bacon requirements found at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/davisbacon/davis-bacon\\_2019\\_cwsrf-governmental\\_entities\\_public.pdf](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2019_cwsrf-governmental_entities_public.pdf);

4. PARTY CONTACTS

State Water Board		City of Escondido	
Section:	Division of Financial Assistance		
Name:	Melky Calderon, Project Manager	Name:	Christopher McKinney, Utilities Director
Address:	1001 I Street, 16th Floor	Address:	201 North Broadway
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Escondido, CA 92025
Phone:	(916) 341-5646	Phone:	(760) 839-4090
Email:	Melky.Calderon@waterboards.ca.gov	Email:	cmckinney@escondido.org

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient’s Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division’s Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

“Additional Payments” means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board’s right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

“Agreement” means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the authorized representative by title.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, for any period of calculation, the sum of:

- (1) the interest payable during such period on all outstanding System Obligations, assuming that all outstanding serial System Obligations are retired as scheduled and that all outstanding term System Obligations are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized);
- (2) those portions of the principal amount of all outstanding serial System Obligations maturing in such period;
- (3) those portions of the principal amount of all outstanding term System Obligations required to be redeemed or paid in such period; and

provided that, as to any such System Obligations bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be the greater of: (a) the actual interest rate on such System Obligations on the date of calculation, or if the indebtedness is not yet outstanding, the initial interest rate (if established and binding); (b) if the System Obligations have been outstanding for at least twelve months, the average rate over the twelve calendar months immediately preceding the date of calculation; and (c) (i) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code of 1986, as amended, the most recently published Securities Industry and Financial Markets Association Index for tax-exempt variable rate obligations; or (ii) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus 50 basis points; and

provided further that, if any series or issue of such System Obligations have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such System Obligations were being paid from the date of incurrence thereof in substantially equal annual amounts over the lesser of a period of twenty-five (25) years from the date of calculation or the useful life of the financed asset; and

provided further that, as to any such System Obligations or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such System Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that, the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the System Obligations for which such debt service reserve fund was established and in each preceding year until such amount is exhausted; and

provided further that, Debt Service shall not include interest which is paid from investment earnings on amounts on deposit in reserve funds and transferred to the State Water Board.



"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order; or

"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Guidelines" means the State Water Board's "Water Recycling Funding Program guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operation and Maintenance Costs" means costs spent or incurred for maintenance and operation of the System calculated in accordance with generally accepted accounting principles applicable to governmental agencies, including, but not limited to, the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the Recipient that are charged directly or apportioned to the Wastewater System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the City or charges (other than debt service payments) required to be paid by it to comply with the terms of System Obligation; but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- The Installment Sale Agreement by and between the Escondido Joint Powers Financing Authority and The Bank of New York Mellon Trust Company, N.A., as trustee dated as of February 1, 2012.
- Indenture of Trust, dated as of May 1, 2015, by and between the City of Escondido and The Bank of New York Mellon Trust Company, N.A., as trustee (Series 2015A and 2015B).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on May 6, 1999 (Agreement No. 8-815-550-0, Project No. C-06-4156-210).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on February 14, 2002 (Agreement No. 8-829-550-3, Project No. C-06-4156-110).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on March 26, 2002 (Agreement No. 99-803-550-1, Project No. C-06-4156-311).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on June 30, 2014 (Agreement No. 03-801-550-0, Project No. C-06-4695-110).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on November 22, 2017 (Agreement No. D17-01009, Project No. C-06-8113-110).
- The Installment Sale Agreement by and between the City of Escondido and the California State Water Resources Control Board executed on [REDACTED] (Agreement No. D20-01004, Project No. C-06-8112-110).

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy and Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means the City of Escondido.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership of or operation of the System, including, without limiting the generality of the foregoing: (1) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the Recipient from the collection, treatment and disposal of wastewater or other services or facilities provided in the conduct or operation of the business of the System; and (2) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds or other moneys, including System reserves, but excluding in all cases: (x) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Recipient; (y) any proceeds of taxes or benefit assessments restricted by law to be used by the Recipient to pay amounts due on bonds or other obligations heretofore or hereafter incurred.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

"System" means the whole and each and every part of the wastewater system (including the recycled water storage and distribution system) of the Recipient, including all real property and buildings whether owned or operated by the Recipient or another party, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such System or any part thereof hereafter acquired or constructed.

"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Senior Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CITY OF ESCONDIDO:**

By: \_\_\_\_\_  
Name: Christopher McKinney  
Title: Utilities Director

Date: \_\_\_\_\_

**STATE WATER RESOURCES CONTROL BOARD:**

By: \_\_\_\_\_  
Name: Leslie Laudon  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK

### A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) [The Useful Life of this Project is at least \_\_\_\_\_ years.

(c) Scope of Work.

[Insert Scope of Work]

### A.2. STANDARD PROJECT REQUIREMENTS.

#### A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### A.2.2 Reports

##### A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each disbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;
- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

#### A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

#### A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

#### A.2.2.4 Recycled water reports.

(a) Commencing with the date of Project Completion, the Recipient must submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.

(b) The Recipient must submit annual reports in hard copy and/or electronically.

(c) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."

(d) The annual reports must include the following:

- i. The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;
- ii. A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report must include the monthly and total amounts;
- iii. The Project's operation and maintenance costs for the year;
- iv. The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
- v. If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient must provide a brief discussion on its progress toward achieving the remaining system capacity.

#### A.2.2.5 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

#### A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for the **Membrane Filtration Reverse Osmosis Facility Project** has been provided in full or in part by Proposition 68, Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Drinking Water State Revolving Fund, and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."



The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

#### A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

#### A.3 DATES & DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
  - i. Eligible Work Start Date
  - ii. Eligible Construction Start Date
  - iii. Completion of Construction Date
  - iv. Final Disbursement Request Date
  - v. Records Retention End Date
  - vi. Final Payment Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than [DFA will insert date that is within 6 months after execution of this Agreement].
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

## EXHIBIT B – FUNDING TERMS

### B.1. FUNDING AMOUNTS AND DISBURSEMENTS

#### B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

#### B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is Written Dollar Amount dollars and no cents (\$Dollar Amount).

#### B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

#### B.1.4 Grant Component.

(a) Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board will make a grant of not to exceed the amount of the Grant Component set forth on the Cover Page of this Agreement.

(b) Upon Completion of Construction, the State Water Board will prepare an alternate payment schedule reflecting this this grant.

#### B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

[DFA will insert table– Contracts – please talk to Tech Supe – these need to be more detailed for agreements that include free money than in the past]

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

- (c) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

#### B.1.6 Contingent Disbursement.

- (a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (g) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (h) The Recipient is not entitled to interest earned on undisbursed funds.

#### B.1.7 Disbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.

3. The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.
4. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
5. The Recipient must not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Disbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Disbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
7. The Recipient shall not request a disbursement unless that Project Cost is allowable, reasonable, and allocable.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
9. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.

#### B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;

- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
- (h) An event requiring Notice as set forth in Exhibit C;
- (i) An Event of Default or an event that the Division determines may become an Event of Default.

#### B.1.9 Fraud and Misuse of Public Funds.

All requests for disbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

## B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

### B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

### B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is **Written Dollar Amount dollars and no cents (\$Dollar Amount).**

### B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of Written Interest Rate % (X%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

### B.2.4 Reserved

### B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

### B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at [www.waterboards.ca.gov/make\\_a\\_payment](http://www.waterboards.ca.gov/make_a_payment). The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

#### B.2.7 Pledged Revenues.

##### B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

##### B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations and subordinate to the Senior Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Net Revenues in the Enterprise Fund, shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

##### B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

#### B.2.8 No Prepayment.

The Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

#### B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

### B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public and must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

### B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit and with respect to any outstanding and proposed additional obligations;
- ii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

### B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.



## EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

### C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

#### C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

#### C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

#### C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

#### C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

#### C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

#### C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

#### C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

#### C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

#### C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

#### C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations.

#### C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

## C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

### C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

### C.2.2 Reserved.

### C.2.3 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

### C.2.4 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

### C.2.5 Reserved.

#### C.2.6 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### C.2.7 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

#### C.2.8 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

#### C.2.9 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

### C.3 STANDARD CONDITIONS

#### C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

### C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

#### C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

#### C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

#### C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

#### C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

#### C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Policy and Guidelines; and

(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

#### C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

### C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

### C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

### C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

### C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

### C.3.15 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has

provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

#### C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

#### C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information



provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

#### C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

#### C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

#### C.3.21 Reserved.

#### C.3.22 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code,

§12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

#### C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to [melky.calderon@waterboards.ca.gov](mailto:melky.calderon@waterboards.ca.gov), [Robert.Pontureri@waterboards.ca.gov](mailto:Robert.Pontureri@waterboards.ca.gov), and [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov):
  - i. The seizure of, or levy on, any Revenues securing this Agreement;
  - ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to [Lance.Reese@waterboards.ca.gov](mailto:Lance.Reese@waterboards.ca.gov), [melky.calderon@waterboards.ca.gov](mailto:melky.calderon@waterboards.ca.gov), [Robert.Pontureri@waterboards.ca.gov](mailto:Robert.Pontureri@waterboards.ca.gov), and [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov); and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
  - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
  - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
  - iv. Failure to meet any debt service coverage test in Exhibit B of this agreement;

- v. Draws on the Reserve Fund;
  - vi. Listed Events and Events of Default, except as otherwise set forth in this section;
  - vii. Failure to observe or perform any covenant or comply with any condition in this Agreement.
  - viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
  - ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
  - x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
  - xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to [melky.calderon@waterboards.ca.gov](mailto:melky.calderon@waterboards.ca.gov), [Robert.Pontureri@waterboards.ca.gov](mailto:Robert.Pontureri@waterboards.ca.gov), and [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov), and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
- i. Material defaults on Material Obligations, other than this Obligation;
  - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
  - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
  - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence,
  - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System,
  - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
  - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
  - viii. Rating changes on outstanding System Obligations, if any;
  - ix. Issuance of additional Parity Obligations;
  - x. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
  - xi. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to [melky.calderon@waterboards.ca.gov](mailto:melky.calderon@waterboards.ca.gov), [Robert.Pontureri@waterboards.ca.gov](mailto:Robert.Pontureri@waterboards.ca.gov), and [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov) and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in

- any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
  - iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
  - v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
  - vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
  - vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
  - viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii).
  - ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
  - x. Completion of Construction of the Project, and actual Project Completion;
  - xi. The award of the prime construction contract for the Project;
  - xii. Initiation of construction of the Project.

#### C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this

Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

#### C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

[http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml)

#### C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear

the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

#### C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

#### C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

#### C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

#### C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation

between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 Reserved.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

#### C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of



Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
  - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
  - e. 40 CFR Part 7, as it relates to the foregoing.
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:
- "During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- "(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*
- "(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,*

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

*"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

- xix. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .
- xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

- xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvi. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxviii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxix. The Recipient certifies that no Project Funds will be used on:
  - a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - b. Telecommunications or video surveillance services produced by such entities;
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
  - d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



EXHIBIT D – SPECIAL CONDITIONS

[DFA property rights]

[environmental]

## EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.





## CITY COUNCIL STAFF REPORT

**Current Business Item No. 15 (B)**

**January 13, 2021**

**File No. 0600-10, A-3292**

**SUBJECT:** Third Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility Project

**DEPARTMENT:** Utilities Department, Construction and Engineering Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2021-02, authorizing the award of the Third Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis ("MFRO") Facility in an amount not to exceed \$54,602,848 to Filanc Brown & Caldwell Joint Venture. It is also requested that the City Council approve a budget adjustment in the amount of \$60,000,000.

**FISCAL ANALYSIS:**

A budget adjustment in the amount of \$60,000,000 is needed to fund this Third Amendment. The budget adjustment includes a \$45,000,000 State Revolving Fund ("SRF") loan Authorizing the Director of Utilities to execute SRF loan documents is being considered at this Council Meeting (Resolution No. 2021-01). The budget adjustment request also transfers \$15,000,000 from the Wastewater Fund Capital Improvement Plan (CIP) Reserves to the MFRO CIP (CIP #801508). The additional funds to be budgeted in the CIP will cover contingencies for the agreement, staff time, and other anticipated agreements for the Project that do not require City Council approval. Any unused funds remaining after the Project is completed will be returned to the unallocated Wastewater Fund Reserves.

**PREVIOUS ACTION:**

On April 3, 2019, the City Council adopted Resolution No. 2019-50, authorizing the award of a Design Build Agreement for the MFRO Facility in an initial amount of \$2,716,068 to Filanc Brown & Caldwell Joint Venture, a joint-venture consisting of J.R. Filanc Construction Company, Inc. and Brown and Caldwell. The City Council also approved a budget adjustment in the amount of \$3,000,000.

On November 6, 2019, the City Council adopted Resolution No. 2019-147, authorizing the award of a First Amendment to the Design Build Agreement for the MFRO Facility in an amount of \$489,100 to Filanc Brown & Caldwell Joint Venture. The City Council also approved a budget adjustment in the amount of \$500,000.

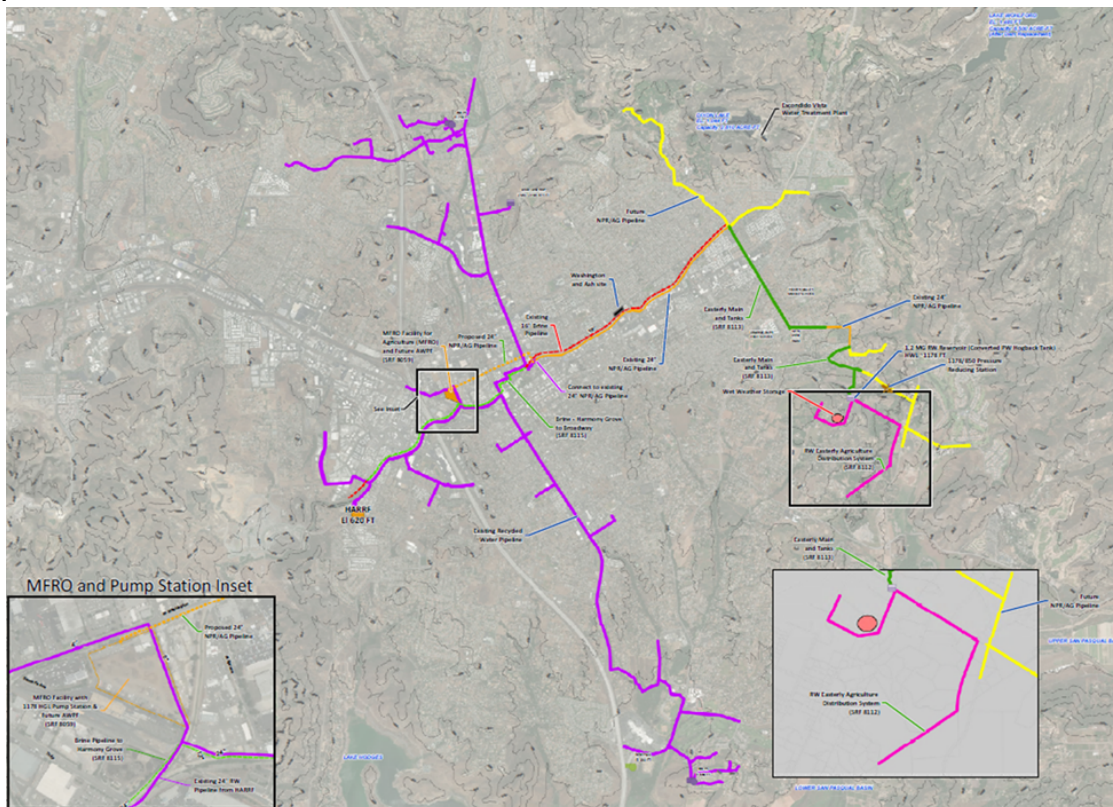
On August 12, 2020, the City Council adopted Resolution No. 2020-106, authorizing the award of a Second Amendment to the Design Build Agreement for the MFRO Facility in an amount of \$7,725,118 to Filanc Brown & Caldwell Joint Venture.

**BACKGROUND:**

Sewage from the City of Escondido (“City”) is conveyed to the City’s wastewater treatment plant, the Hale Avenue Resource Recovery Facility (“HARRF”). The HARRF produces secondary treated wastewater and tertiary treated recycled water. The secondary treated wastewater flows to the Pacific Ocean through the Escondido Land and Ocean Outfalls. The tertiary treated recycled water is pumped to existing customers for power plant cooling and landscape irrigation uses.

The MFRO Facility will treat a portion of the City’s existing recycled water supply from the HARRF using membrane filtration (“MF”) and reverse osmosis (“RO”) technologies, and will have a maximum production capacity of 2.0 million gallons per day. The MFRO product water will be blended with recycled water that has not been treated by the MFRO process to produce water with a salt concentration appropriate for agricultural irrigation. The blended water will then be pumped to agricultural users. The MFRO Facility will provide high-quality water that is low in total dissolved solids and chlorides to high-water-demand avocado growers who serve a vital role in the City’s economy.

In addition to producing an additional water supply for agricultural irrigation, the MFRO will also allow the City to direct water away from the City’s ocean outfall during storm events. The outfall has limited capacity to convey all water during a severe storm. By constructing the MFRO, the City avoids the cost of upsizing the outfall pipeline, saving the City’s wastewater ratepayers hundreds of millions of dollars in CIP costs.

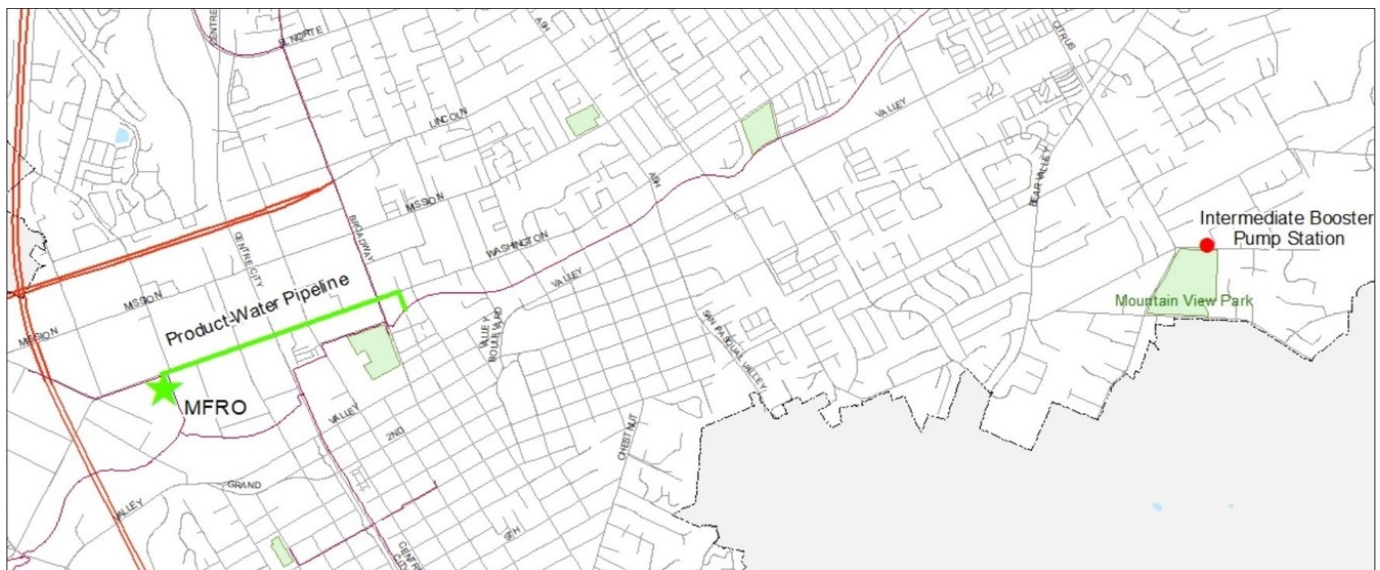


*City of Escondido Existing and Planned Recycled Water Distribution System*

The MFRO Facility will be constructed at 901 W. Washington Avenue, west of N. Spruce Street. The MFRO Facility Project includes three major components: an MFRO facility and associated equipment; a one-mile product water pipeline to be installed in Washington Avenue from the proposed MFRO location to Waverly Place; and the Intermediate Booster Pump Station (“IBPS”) to be located at Mountain View Park. The final design and Guaranteed Maximum Price for construction of the one-mile product water pipeline in Washington Avenue were included in Amendment No. 2, which was approved by City Council on August 12, 2020. The MFRO and IBPS are currently 90% designed.

The proposed amendment will advance progress on the two remaining components of the Project, the MFRO and IBPS, by:

- Developing final design documents;
- Funding engineering services during construction;
- Setting a Guaranteed Maximum Price (“GMP”) and authorizing construction of the MFRO and IBPS;
- Funding start-up, commissioning, performance and demonstration testing; and
- Providing on-site operator training to City staff.



*Locations of Project Components*





*Rendering of proposed MFRO Facility*

The cost to design and construct the MFRO, product water pipeline, and IBPS totals approximately \$65.5 million. Funding for the project that has been identified to date includes:

Integrated Regional Water Management (IRWM) Prop 84 Grant	\$ 2.0 million
Bureau of Reclamation Title XVI Grants	\$ 8.0 million
State Revolving Fund (“SRF”) Loan and Proposition 1 Grant	\$45.0 million
Wastewater Fund CIP Reserves	\$10.5 million
<b>TOTAL</b>	<b>\$65.5 million</b>

The proposed budget adjustment requests a transfer into the project from the Wastewater Fund CIP reserve of \$15.0 million, while the table above reflects a transfer of \$10.5 million. The additional \$4.5 million covers the City’s contingency funding built into the design-build contract. These funds will cover unforeseen changes that occur as the project progresses. Unused funds will be transferred back into the Wastewater Fund CIP reserves at the completion of the project.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Christopher McKinney*, Deputy City Manager/Director of Utilities

01/06/21 4:28 p.m.

*Angela Morrow*, Deputy Director of Utilities/Construction & Engineering

01/06/21 4:29 p.m.

**ATTACHMENTS:**

1. Budget Adjustment
2. Resolution No. 2021-02
3. Resolution No. 2021-02 - Exhibit “1” – Third Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility for Agriculture



RESOLUTION NO. 2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE THIRD AMENDMENT TO THE DESIGN BUILD AGREEMENT WITH FILANC BROWN & CALDWELL JOINT VENTURE FOR DESIGN BUILD SERVICES FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY FOR AGRICULTURE

WHEREAS, the Escondido City Council authorized a Design Build Agreement with Filanc Brown & Caldwell Joint Venture (“Contractor”) for the design and construction of the Membrane Filtration Reverse Osmosis Facility for Agriculture (“Project”); and

WHEREAS, the Escondido City Council authorized a First Amendment to the Design Build Agreement on November 6, 2019; and

WHEREAS, the Escondido City Council authorized a Second Amendment to the Design Build Agreement on August 12, 2020; and

WHEREAS, the City desires to finish the design and construction of the Project; and

WHEREAS, Contractor has the expertise and knowledge to provide the best value for the additional services; and

WHEREAS, City staff have completed negotiations with Contractor for additional work on the Project and the Director of Utilities recommends that the Third Amendment to the Design Build Agreement (“Third Amendment”) be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Third Amendment, in the total amount not to exceed \$54,602,848.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities regarding the Third Amendment.
3. That the Mayor is authorized to execute, on behalf of the City, the Third Amendment with Filanc Brown & Caldwell Joint Venture in substantially similar form as set forth in Exhibit "1," which is attached to this Resolution and incorporated by this reference, subject to approval as to form by the City Attorney.



CITY OF ESCONDIDO  
THIRD AMENDMENT TO DESIGN BUILD AGREEMENT  
FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY

This Third Amendment to Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility ("Third Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date")

Between:                   CITY OF ESCONDIDO  
                                  a California municipal corporation  
                                  201 N. Broadway  
                                  Escondido, CA 92025  
                                  Attn: Angela Morrow  
                                  ("CITY")

And:                         Filanc Brown & Caldwell Joint Venture  
                                  740 N. Andreasen Drive  
                                  Escondido, CA 92029  
                                  Attn: Gary Silverman  
                                  (760) 941-7130  
                                  ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into that certain Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility dated June 17, 2019, which was subsequently amended through a First Amendment on November 26, 2019 and a Second Amendment on September 3, 2020 (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide services for the design and construction of the Membrane Filtration Reverse Osmosis Facility; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Agreement to (i) include additional services, as described in "Attachment A" to this Third Amendment, which is attached hereto and incorporated herein by this reference; (ii) modify Paragraph 6.6(E) of Section 6 (Pre-Construction Phase) of the Agreement; and (iii) modify Paragraph 13.2 of Section 13 (Schedule of Values) of the Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. CONTRACTOR shall furnish all of the services described in "Attachment A" to this Third Amendment.



2. The CITY will compensate CONTRACTOR in an additional amount not to exceed the sum of \$54,602,848, pursuant to the conditions contained in "Attachment A" to this Third Amendment.
3. **Paragraph 6.6(E) of Section 6 (Pre-Construction Phase)** of the Agreement shall be deleted in its entirety and replaced with the following:

E. **Self-Performed Work.** No portions of the Work shall be self-performed or proposed to be self-performed by Contractor without prior Approval by City, which may be granted or withheld in City's sole discretion. Requests for Approval by City of self-performed Work shall be accompanied by documentation demonstrating (i) that Contractor has the capability and experience to self-perform the scope of Work proposed to be self-performed by Contractor; (ii) cost reasonableness, as evidenced by quotes from other trade contractors (if feasible), a fully documented and open-book proposal provided by Contractor, or by other evidence as approved by the City; and (iii) a proposed Guaranteed Maximum price (GMP) for Work to be self-performed by Contractor. Submission of a GMP proposal to self-perform Work constitutes a representation and binding commitment by Contractor that if requested by City, Contractor shall perform such Work for the GMP price proposed. Provided that City, in its sole discretion, approves the GMP, the Contractor may self-perform the portion of the Work for the GMP price as approved in the GMP Addendum; provided however, that in consideration of the City's so agreeing, the Contractor agrees that notwithstanding anything else stated in the Contract Documents to the contrary, Contractor guarantees that the Costs of Work to complete said portion of the Work shall not exceed the GMP set forth in the GMP Addendum and that any Costs of Work incurred in excess thereof in performance of the portion of the Work described in the GMP Addendum, whether incurred by Contractor or others, shall be borne by Contractor at its own expense, not as a Cost of Work, and shall not be reimbursed in any form by City, except as may be compensable from Contractor Contingency or by approved Change Order from City Contingency. The GMP Price for the portion of the Work described in the GMP Addendum shall only be adjusted for deletions or Scope Changes to the portion of the Work described in the GMP Addendum as authorized by Change Order.

4. **Paragraph 13.2 of Section 13 (Schedule of Values)** of the Agreement shall be deleted in its entirety and replaced with the following:

13.2 **Buy Out, Updating, Contingency Transfers.** Line items that are based on estimates shall be designated as "estimates." The Schedule of Values shall be updated by Contractor and submitted to City for its review and Approval as material adjustments are made by Contractor. Without limitation, such updating shall include replacing estimates with actual allowable costs related to Contractor's self-performed Work and actual subcontract, purchase order, or vendor prices, as soon as such prices are available. If the amount of the actual subcontract, purchase order, or vendor price for a trade line item in the Schedule of Values is, due to estimating errors or omissions by Contractor or its Trade Contractors, greater than Contractor's estimate for that same line item, then the amount of Contractor Contingency shown in the Schedule of Values shall be decreased by the difference. Conversely, if the amount of the actual subcontract, purchase order, or vendor price for any line item is less than Contractor's estimate for that same line item, then the amount of Contractor Contingency shown in the Schedule of Values shall be increased by the difference. If the actual Costs of Work relating to Contractor's self-performed Work line items and other Work charged to Contractor by the Trade Contractor for such portion of the Work exceeds the amount of such trade line item due to circumstances not constituting grounds for adjustment of the Contract Price by Change Order and such excess constitutes Costs of Work for which Contractor is entitled, with Approval by City, to utilize from the Contractor Contingency, then the amount of the Contractor Contingency

shall be decreased and the line item amount increased by such excess amount. Conversely, if the actual Costs of Work relating to Contractor's self-performed Work line items and other Work charged to Contractor for such portion of the Work is less than the amount of such trade line item, then the Contractor Contingency shall be increased by such savings amount. Each transfer to and from the Contractor Contingency as permitted by this Section shall be clearly delineated in the Schedule of Values so that City can monitor each such transfer. Prior to any release of Contingency funds, each Contingency request shall be submitted for City review and consideration. The request shall state the Contractor's reasoning for the request of Contingency transfer and shall be accompanied by the substantiating backup documentation in support of such reasoning. Nothing herein shall be interpreted as authorizing any expenditure from the Contractor or City Contingency that is otherwise prohibited by this Agreement.

5. All other terms of the Agreement not referenced in this Third Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Third Amendment, this Third Amendment shall prevail.
6. This Third Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the CITY and CONTRACTOR, and there are no other terms or conditions, written or oral, controlling this matter.
7. This Third Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Third Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
8. Unless a different date is provided in this Third Amendment, the effective date of this Third Amendment shall be the latest date of execution set forth by the names of the signators below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Third Amendment is executed by the parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul McNamara, Mayor

FILANC BROWN & CALDWELL JOINT VENTURE

Date: \_\_\_\_\_

\_\_\_\_\_  
Wade Vaughn, Managing Director

\_\_\_\_\_  
Omar Rodea, President

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

By: \_\_\_\_\_  
Kurt G. Whitman, Senior Deputy City Attorney

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



January 4, 2021

Angela Morrow, P.E.  
Deputy Director of Utilities / Construction and Engineering  
Utilities Department  
City of Escondido  
1521 S. Hale Avenue  
Escondido, CA 92029

**Subject: Escondido MFRO Facility for Agriculture  
Amendment #03 – Preconstruction and Construction Phase 3 Engineering Services**

Dear Ms. Morrow,

The Filanc Brown & Caldwell Joint Venture (CONTRACTOR) is submitting this letter proposal to the City of Escondido's Utilities Department (OWNER) for the next phase, Preconstruction and Construction Phase 3 Engineering Services, of design associated with the Membrane Filtration Reverse Osmosis (MFRO) Facility for Agriculture project. This amendment includes progressing the 90% (aka Permit Set) design for the MFRO Facility and Intermediate Booster Pump Station (IBPS) as described below.

**DESCRIPTION**

The MFRO progressive design-build project was initiated in May 2019, at which time Preconstruction Phase 1 engineering work began. Preconstruction Phase 1 engineering produced a 60% design for the entire project, including MFRO, IBPS, and the Product Water Pipeline (PWPL). Construction cost models were developed and updated as the design progressed, and value engineering was performed to bring the overall cost of the project to within the City's budget. Preconstruction Phase 1 engineering was completed in June 2020.

Preconstruction and Construction Phase 2 services were initiated in August 2020, and initially progressed the project to a 90% design level for all three project components: MFRO, PWPL, and IBPS. This level of design was labelled as the "Permit Set", which will be used to pursue necessary construction permits and solicit review comments from the OWNER and Owner's Agent (OA). Comments received were to be addressed, necessary permits secured, and 100% Design Issue for Construction (IFC) prepared for specific work packages to facilitate early construction of priority work; most importantly, the portion of the PWPL located within Caltrans' right-of-way (ROW). The IFC packages to be developed under Preconstruction Phase 2 include the following, in this order of schedule:

- IFC Package #1: PWPL within Caltrans's ROW [STA 40+00 to 50+00],
- IFC Package #2: PWPL within City ROW [STA 0+00 to 40+00], and
- IFC Package #3: MFRO Civil Site.

Phase 2 services also included the engineering support during construction required for the PWPL.

The scope of work provided herein is for Preconstruction and Construction Phase 3 engineering services. Phase 3 services will progress the 90% (aka "Permit Set") design drawings and specifications to a final-design level for the remaining two components of the project: MFRO and IBPS. This level of design will be IFC drawings and specification to be used in the field when performing the work. The IFC package will be reviewed by the CITY and OA to backcheck all comments have been addressed; at which time the CITY will issue an NTP for construction. The IFC package to be developed under Preconstruction Phase 3 include the following, in this order of schedule:

- IFC Package #4: MFRO and IBPS,

IFC Package #4 will allow for the construction of all aboveground work at the MFRO site, as well as the IBPS in its entirety. The PWPL design was completed in Packages #1 and #2 and will also be included in Package #4 for reference only. Phase 3 services also includes the engineering support during construction required for the MFRO and IBPS.

All construction services will be rendered under separate Guaranteed Maximum Prices (GMPs). Construction services associated with constructing IFC Packages #1 and #2 were rendered under "Construction GMP No. 1". Construction services associated IFC Package #3 and IFC Package #4 are to be rendered under "Construction GMP No. 2".

### **SCOPE OF WORK**

This scope of work describes the engineering services to be rendered under this Amendment #3 to the original MFRO progressive design build (PDB) project prime agreement. The engineering services rendered herein are being performed as Preconstruction Phase 3 of the project. These services, including any subconsultant services and contracts, will follow the terms of the Prime Agreement inclusive of the contract language revisions attached to this Amendment #3. The work will be performed per the Preconstruction Phase 3 schedule, and all tasks will be billed as Lump Sum, unless otherwise noted.

### **Task 028 – (PH3) Project Management**

This task includes the project oversight and administration required to perform the engineering services included under Preconstruction Phase 3 over an estimated design duration of four (4) months. In addition, this task includes the quality assurance and quality control (QA/QC) associated with each deliverable to be submitted under this the preconstruction scope of work. The following is a listing of the subtasks included under this task.

- 010 Administration: Provide the project controls needed to monitor project costs, routinely update the project schedule, schedule and manage workflow, prepare and report on progress of work, and update the existing project plans for this phase of the design (i.e. Project Management Plan, Quality Management Plan, BIM Execution Plan, Project Risk Register, and the Actions and Decisions Log) for four (4) months.
- 020 Project Reviews: Includes monthly internal financial, risk, and quality audit reporting and reviews for four (4) months. Internal monthly Project Reviews will include efforts to evaluate and control design labor costs and mitigate financial and technical risk exposure to the project. Risk items of concern identified in these internal monthly Project Reviews will be elevated to the

OWNER in writing via email as well as in the monthly status reports; the OWNER will also be informed verbally.

- 030 Invoicing and Progress Reporting: Prepare, review, and submit monthly project status reports, invoices, and updated project schedules to the OWNER for payment for four (4) months.
- 040 QA – 100% Design IFC Package #4 (MFRO & IBPS): Perform an internal quality assurance review to assess cross disciplinary design coordination, project constructability, and potential causes for increases to the overall construction cost of the project. This review would be performed using a progress-print of the 100% design.
- 050 QC – 100% Design IFC Package #4 (MFRO & IBPS): Internal quality control review and backcheck of the MFRO Civil Site Design package prior to submitting to the OWNER for the record and advancing to construction under Construction GMP #2.

Deliverables:

- Monthly status reports and invoices; including updated schedule and risk register.
- Action and Decision Logs

**Task 029 – (PH3) Meetings and Workshops**

This task includes the external meetings and workshops to be held with the OWNER and OA during Preconstruction Phase 3. Effort associated with internal design coordination meetings is included under the respective design tasks. The following is a listing of the meetings and workshops planned for Preconstruction Phase 3.

- 010 100% Design Submittal Review Workshop: This workshop will focus on the outcome of the OWNER's and OA's review of the 100% Design Permit Set package. The objective will be to resolve the high priority comments needing further discussion. One day is budgeted for this workshop; attendees to include the project management team and discipline leads as-needed. Due to COVID-19 this workshop is planned to be a virtual meeting.
- 020 Weekly Project Meetings: Conduct weekly teleconferences with the MFRO Management Team (OWNER, OA, and CONTRACTOR) to discuss the weekly progression of work, open issues, and prioritize of task assignments to address the open issues. Budgeted as 2 hour per week for the 4-month duration of Preconstruction Phase 2; this includes an average of 1 hour per week for prep and 1 hour per week for the meeting. Due to COVID-19 these meetings are planned to be held virtually.

Deliverables:

- Meeting agenda and presentation materials for workshops and meetings.
- Draft and Final Meeting Minutes for all Workshops.

### **Task 030 – 100% Design: IFC Package #4 (MFRO)**

This task will address the 90% comments previously provided by the OWNER, OA, and permitting agencies having jurisdiction, then advance the MFRO design to a 100% design level. The 100% Design will also serve as the IFC set to be used in the field for construction. The CONTRACTOR will address the 90% comments, provide written responses, and submit a complete 100% Design IFC Package #4 (i.e. design drawings and specifications) to the permitting authorities for permit and to the OWNER for backcheck and issuance of an NTP for construction.

- 010 Civil: The 100% design for paving, grading, stormwater, and yard piping will have been completed under Amendment #2, IFC Package #3. This work includes advancing the 90% design for the utilities serving the City's future decant facility to 100% Design, as well as finishing the coordination and design of the utility corridor adjacent to the NCTD railyard.
- 020 Process Treatment: Finalize process and hydraulic modeling associated with the treatment processes. Finalize the process treatment skids. Coordinate results of this work with the process mechanical, process chemical, and pumping systems discipline designs. Advance the process design calculations, drawings, and specifications to a 100% design level.
- 030 Process Mechanical: Finalize the internal process pipe routing, location of pipe supports, placement of equipment and tanks, location of air vent/vac valves, as well as isolation and control valves. Advance the process mechanical design calculations, drawings, and specifications to a 100% design level. Coordinate results of this work with the process, plumbing, electrical, structural, and I&C discipline designs.
- 040 Process Chemical: Finalize the chemical area design including the chemical storage and metering systems. Finalize the process chemical design calculations, drawings, and specifications to a 100% design level. Requires close coordination with the mechanical, process, plumbing, fire protection, electrical, structural, and I&C.
- 050 Pumping Systems: The hydraulic and surge modeling will be finalized to the selected pumps, piping, and surge protection devices required (i.e. MF Feed, RO Transfer, and Product Water). Advance the process pumping systems design calculations, drawings, and specifications to a 100% design level.
- 060 Structural: Finalize the structural notes, associated design drawings, and supporting structural calculations in coordination with the building's architectural, mechanical, and HVAC designs to a 100% design level.
- 070 Electrical: Finalize load calculations, main power systems, and backup power design, calculations, and specifications to a 100% design level for MFRO's main service and emergency generator.
- 080 Instrumentation & Controls: Finalize the design, including control narratives, required to operate the MFRO Facility to a 100% design level.
- 090 BIM/CAD: Develop the final plan set in accordance with the drawing list provided herein. Drawings will continue to be developed using Autodesk REVIT, AutoCAD P&ID, and AutoCAD Civil 3D.
- 100 Design Coordination: Conduct cross disciplinary design coordination as the design progresses. Maintain the project decision log, track open project issues and 90% comments,

work with discipline leads to resolve and execute the design. Conduct internal interdisciplinary coordination meetings, design standards compliance checking, and subconsultant design management.

- **110 Subconsultants:** The subconsultant work to be performed under this task is listed below.
  - Architecture (Platt Whitelaw) – Finalize the design drawings, renderings, materials board and specifications to a 100% Design level.
  - HVAC, Plumbing, and Fire Protection (RTM) – Finalize the HVAC, plumbing, and fire suppression design, calculations, drawings, and specifications to a 100% Design level.
  - Landscaping (KTUA) – Finalize the landscaping and irrigation design, calculations, drawings, and specifications to a 100% Design level.

**Deliverables:**

- 100% Design Drawings (see attached list of drawings).
- 100% Design Specifications (see attached list of specifications).
- Written responses to 90% Design Comments.

**Task 031 – 100% Design: IFC Package #4 (IBPS)**

This task will address the 90% comments provided by the OWNER, OA, and permitting agencies having jurisdiction, then advance the IBPS design to a 100% design level. The 100% Design will also serve as the IFC set to be used in the field for construction. The CONTRACTOR will address the 90% comments, provide written responses, and submit a complete 100% Design IFC Package #4 (i.e. design drawings and specifications) to the permitting authorities for permit and to the OWNER for backcheck and issuance of an NTP for construction.

- **010 Civil:** Finalize the paving, grading, stormwater, and yard piping designs to a 100% design level.
- **020 Process/Mechanical:** Finalize the hydraulic and surge modeling to 100% level and finalize the pumps, piping, and surge protection devices required to deliver recycled water to Hogback Reservoir. Finalize the process mechanical design calculations, drawings, and specifications to a 100% design level.
- **030 Structural:** Finalize the structural notes, associated design drawings, and supporting structural calculations in coordination with the building's architectural and mechanical designs to a 100% design level.
- **040 Electrical:** Finalize load calculations, main power systems, and backup power design calculations, drawings, and specifications to a 100% design level for IBPS's main service and emergency generator.
- **050 Instrumentation & Controls:** Finalize the P&IDs and control narratives required to operate the IBPS's with remote control from the MFRO Facility to a 100% design level. The IBPS primary control will be a setpoint to maintain a constant suction-side pressure.



- **060 BIM/CAD:** Finalize the 100% plan set in accordance with the drawing list provided herein. Drawings will continue to be developed using Autodesk REVIT, AutoCAD P&ID, and AutoCAD Civil 3D.
- **070 Subconsultants:** The subconsultant work to be performed under this task is listed below.
  - Architecture (Platt Whitelaw) – Finalize the design drawings, renderings, materials board and specifications to a 100% Design level.
  - HVAC, Plumbing, and Fire (RTM) – Finalize the HVAC, plumbing, and fire suppression design, calculations, drawings, and specifications to a 100% Design level.
  - Landscaping (KTUA) – Finalize the landscaping and irrigation design, calculations, drawings, and specifications to a 100% Design level.

**Deliverables:**

- 100% Design Drawings (see attached list of drawings).
- 100% Design Specifications (see attached list of specifications).
- Written responses to 90% Design Comments.

**Task 032 – ESDC (MFRO & IBPS)**

This task includes the Engineering Services During Construction (ESDC) required to support the construction of the MFRO and IBPS. The period of construction requiring ESDC is anticipated to be eighteen (18) months. This task includes the following:

- 18 months of Project Administration.
- Attendance to the on-site construction meetings on a Bi-weekly basis; includes field visit after meeting. Budget assumes 36 meetings at 4-hours per meeting, including follow-up field visit. The budget also includes 8-hours per discipline lead to attend as needed.
- Submittal Reviews up to 350 submittals; based on 300 submittals and 50 resubmittals. Budget assumes on average 6 hours of review per submittal.
- RFI Responses up to 175 RFIs; based on 150 typical RFIs and 25 requests for design changes. Budget assumes on average 4 hours of review per submittal.
- Record drawings: Filanc staff to maintain redlines, BC staff to review redlines and update the Revit and CAD files.
- Subconsultants: Architecture (Platt Whitelaw), HVAC, Plumbing, and Fire (RTM), Landscaping (KTUA).

Services rendered under this task will be invoiced on a time and materials basis for a not-to-exceed amount as shown in the fee schedule. Unused funds under this task will not be invoiced and will remain with the City.

Deliverables:

- Submittal review responses.
- RFI responses.
- Field visit notes and photos.
- Record Drawings

**Task 033 – ESDC Field Services (MFRO & IBPS)**

This task includes the ESDC related to field services required to support the construction of the MFRO and IBPS, including developing the start-up plan, performing the start-up activities, developing the standard operating procedures manual, and training for the City's operator staff. This task includes the following:

- 010 Site Visits: Assumes each discipline lead will visit the project site four (4) times for 8-hours per visit. In addition, the design manager and deputy are assumed to require one (1) 4-hour visit per month during the 18-month period referenced above.
- 020 Start-up, Commissioning, and Testing Plan: Develop the written plan for performing the start-up, commissioning, and testing procedures. The plan will be submitted as a draft to the OWNER and OA for review then finalized prior to initiating start-up.
- 030 Functional Acceptance Testing (FAT): Testing of individual units in preparation for a full plant start-up. Assumed an average of 1-day per unit for a total of 7-days for FAT.
- 040 Start-up: Once all units have completed FAT a 3-day start-up period will begin. During this time all systems will be brought online, and the entire facility will become operable.
- 050 Commissioning: System operations will be refined, and troubleshooting performed. During this step the facility will be optimized to produce water quality compliant for agricultural use and maintain reliable performance. Assumed two weeks, ten (10) working days, to complete the commissioning step.
- 060 3-day Performance Testing: A proving period of three (3) consecutive days of reliable operations meeting the water quality goals for agricultural use. This is a pre-requisite for advancing to the demonstration testing period required by the Division of Drinking Water (DDW), as well as the milestone for transitioning to from start-up and commissioning to beneficial use by OWNER.
- 070 30-day Demonstration Testing: The demonstration period required by DDW to obtain the operating permit. It is assumed to last for one calendar month, or 20 working days.
- 080 Standard Operating Procedures (SOP) Manual: Develop the SOP manual for the MFRO and IBPS. The manual will be submitted as a draft to the OWNER and OA for review then finalized prior to initiating training.
- 090 Training: Prepare a training plan outline for OWNER and OA review. Provide on-site operator training courses to review the SOP manual and perform hands-on facility operations training. Assumed two (2) days of preparation based on approved outline and three days of training.
- 100 ODC – Travel: The travel costs associated with the above mentioned site visits and start-up activities.

Services rendered under this task will be invoiced on a time and materials basis for a not-to-exceed amount as shown in the fee schedule. Unused funds under this task will not be invoiced and will remain with the City.

Deliverables:

- Field visit notes and photos.
- Draft and Final Start-up, Commissioning, and Testing Plan
- Draft and Final Standard Operating Procedures (SOP) Manual
- Draft and Final Training Plan Outline

**Task 034 – (PH2) Allowances**

This task contains an allowance for the other direct costs (ODCs) and non-direct cost reimbursable under Preconstruction Phase 3. These allowance reimbursables include items such as, but not limited to, costs associated with reproduction, travel, permitting fees, potholing, and potential out-of-scope consulting services. Services under this task can only be rendered with written approval from the OWNER prior to initiating the work. The subtasks included herein we developed to aid in establishing the budgets and for future tracking of expenditures. The subtasks are:

- 010 ODCs Reproduction and Travel – Includes reimbursable costs for printing, mileage for travel, as well as airfare, hotel, and rental car for four (4) out of town team member visits.
- 020 ODCs Permitting Fees – Includes additional labor and reimbursable costs to pursue additional permits not previously budgeted in the Amendment #2 - Phase 2 Preconstruction fee proposal.
- 030 Extended As-needed Consulting Services – For use in performing unforeseen out of scope consulting services.

Services rendered under this task will be invoiced on a time and materials basis for a not-to-exceed amount shown in the fee schedule. Unused funds under this task will not be invoiced and will remain with the City.

Deliverables:

- Written requests to use allowances; to be submitted for OWNER's approval prior to performing the work and incurring the costs.

**ASSUMPTIONS**

1. Project management time is budgeted on a monthly effort basis for a total 4-months duration, February 15, 2021 (assumed NTP for Amendment 3) to June 15, 2021 (assumed construction NTP for IFC Package #4). These dates will be adjusted with the actual NTP dates, maintaining the total 4-month duration.
2. The design level of effort provided herein for MFRO and IBPS is based on using the current 90% Design (December 2020 version) and incorporating the 90% comments to be provided by the

OWNER and OA in January 2021, as well as incorporating the comments from permit agencies having jurisdiction. Any additional design changes, such as adding or deleting processes or changing redundancies, will be treated as out-of-scope.

3. The IBPS site location and footprint will remain as shown on the December 2020 90% Design drawings.
4. 100% Design Permit Set will be submitted as one (1) package. That is one (1) set of drawings and one set of specifications that include the MFRO, PWPL, and IBPS under one cover.
5. 100% Design Permit Set will be engineer signed and sealed, and also stamped "Issue for Construction". Set will not be stamped as "100%".
6. For each design submittal, a single excel file will be provided combining the OWNER's and OA's conformed comments in one location. This excludes comments received from permitting agencies, internal or external to the City, as these are anticipated to be received in separate comment logs.
7. No additional drawings or renderings in addition to those being producing for construction will be required.
8. Additional IFC packages beyond those listed herein, or early procurement packages, if requested will be considered outside the scope of these services.
9. Factory witness testing is not anticipated for the ESDC services, and therefore has not been included in this scope of work.
10. Since there are approved final environmental documents in place, and the OWNER is retaining the services of their as-needed environmental consultant, no additional environmental consultant support services are provided herein.
11. The presence of lead, asbestos, contaminated soils or contaminated groundwater and the associated assessment and remediation design or implementation is not included in this scope.
12. ESDC are specific to the MFRO and IBPS construction only. ESDC for the PWPL was included under Amendment #2.

#### **FEE**

The total fee for engineering services including allowances for Amendment #3 – Preconstruction Phase 3 services based on the scope and assumptions described above is \$1,832,067. A table detailing the personnel, hours and rates, and budgeted allowances is attached. Services rendered will be invoiced to the OWNER on a monthly basis as follows:

- Lump sum for all services rendered under Tasks 028 thru 031
- Time and materials for the not to exceed amounts as shown on the fee schedule for all services rendered under Tasks 032 thru 034.

## PROJECT SCHEDULE

The following estimated dates for major milestones are based on our current project understanding and assumptions.

- February 2021 NTP for Amendment #3
- March 2021 NTP for Construction (MFRO Civil Site)
- May 2021 100% Design IFC Package #4
- December 2022 Start-up, commissioning, and testing.

We look forward to discussing the Preconstruction and Construction Phase 3 engineering services with you at your convenience. Please contact me at (858) 571-6726 or [jpsemper@brwncald.com](mailto:jpsemper@brwncald.com) to schedule a meeting. Thank you.

Very truly yours,

**FILANC + BROWN and CALDWELL JOINT VENTURE**

John P. Semper, PE, ENV SP  
Engineering Project Manager

Attachments:

- Amendment 3 Fee Schedule
- Subconsultant Proposal

## Fee Schedule

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## Subconsultant Proposals

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**PLATT/WHITELAW  
ARCHITECTS, INC.**

December 15, 2020

J.P. Semper  
Managing Engineer  
Brown and Caldwell, San Diego  
450 B Street, Suite 1500  
San Diego, CA 92101

Subject: Architectural Proposal for Continuation of Services  
Membrane Filtration Reverse Osmosis (MFRO) Facility for Agriculture AND  
Intermediate Booster Pump Station (IBPS) Facility  
100% Design MFRO and IBPS, Remaining Services

Dear J.P.,

Platt/Whitelaw Architects, Inc. is pleased to submit this proposal for architectural services in support of the above project.

#### SCOPE OF WORK

The scope of work is to complete the engineering design (100% Design – Issue for Construction Set) as well as providing engineering services during construction (ESDC) and record documents.

#### SCOPE OF SERVICES

The scope of services is shown below:

- MFRO – 100% Design
  - 1.1 Prepare 100% Construction Documents (addresses City, OA, and permit agency comments)
  - 1.2 One workshop (part of IBPS)
- IBPS – 100% Design
  - 2.1 Prepare 100% Construction Documents (addresses City, OA, and permit agency comments)
  - 2.2 One workshop (part of MFRO)
- ESDC for MFRO and IBPS (Site Visits, Submittals, and RFIs only)
  - 3.1 28 Submittal, 14 Re-Submittals, 7 Re-resubmittals
  - 3.2 24 RFI's
  - 3.3 12 Site Visits
- Record Documents
  - 4.1 Develop Record Documents from Contractor Redlines

#### MFRO and IBPS 100% Sheet Count:

BLACK = Submitted on 60% Set **RED = Were added to 90% Set**

1. **GA-001 - GENERAL NOTES**
2. **GA-002 - ACCESSIBILITY DETAILS**
3. **A-001 - MFRO BUILDING - SITE PLAN**
4. A-100 - MFRO BUILDING - CODE ANALYSIS & EXITING PLAN
5. A-101 - MFRO BUILDING - FLOOR PLAN
6. A-102 - MFRO BUILDING - ENLARGED FLOOR PLAN
7. A-111 - MFRO BUILDING - REFLECTED CEILING PLAN
8. A-120 - MFRO BUILDING - ROOF PLAN
9. A-200 - MFRO BUILDING - EXTERIOR ELEVATIONS
10. A-300 - MFRO BUILDING - BUILDING SECTIONS
11. **A-310 - MFRO BUILDING - ENLARGED SECTIONS**
12. **A-311 - MFRO BUILDING - ENLARGED SECTIONS**

Sandra S. Gramley, AIA  
PRINCIPAL

Naveen H. Waney, AIA  
PRINCIPAL

David M. Madigan  
ASSOCIATE

Thomas E. Brothers  
ASSOCIATE

Keiko S. Newton  
ASSOCIATE

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13. A-400 - MFRO BUILDING - INTERIOR ELEVATIONS
14. **A-500 - MFRO BUILDING - EXTERIOR DETAILS**
15. **A-501 - MFRO BUILDING - EXTERIOR DETAILS**
16. **A-502 - MFRO BUILDING - EXTERIOR DETAILS**
17. **A-503 - MFRO BUILDING - INTERIOR DETAILS**
18. **A-504 - MFRO BUILDING - CASEWORK/INTERIOR DETAILS**
19. **A-510 - WALL TYPES**
20. **A-511 - CEILING - ACT DETAILS**
21. **A-512 - CEILING - GYPSUM BOARD DETAILS**
22. A-600 - MFRO BUILDING - DOOR, WINDOW, LOUVER & FINISH SCHEDULE
23. **A-701 - MFRO & IBPS - SIGNAGE DETAILS**
24. A-901 - IBPS BUILDING - ARCHITECTURAL CODE ANALYSIS, EXITING PLAN & NOTES
25. A-902 - IBPS BUILDING - FLOOR PLAN & INTERIOR ELEVATIONS
26. A-903 - IBPS BUILDING - REFLECTED CEILING PLAN
27. A-904 - IBPS BUILDING - ROOF PLAN
28. A-905 - IBPS BUILDING - EXTERIOR ELEVATIONS
29. A-906 - IBPS BUILDING - BUILDING SECTIONS
30. **A-907 - IBPS BUILDING - ENLARGED SECTIONS**
31. **A-908 - IBPS BUILDING - ENLARGED SECTIONS**
32. **A-910 - IBPS BUILDING - EXTERIOR DETAILS**
33. **A-911 - IBPS BUILDING - EXTERIOR DETAILS**
34. **A-912 - IBPS BUILDING - EXTERIOR DETAILS**
35. A-920 - IBPS BUILDING - DOOR, WINDOW, LOUVER SHCHEDULE & FINISH SCHEDULE
36. A-922 - IBPS BUILDING - RENDERING 1 - GLENRIDGE RD. VIEW
37. A-923 - IBPS BUILDING - RENDERING 2 - PARKING LOT VIEW

**Consultants:**

No subconsultants are required.

**COMPENSATION**

Total Compensation:

Total compensation for the scope of services described herein will be the lump sum fee of **One Hundred Eighteen Thousand, One Hundred Fourteen and no/100 Dollars (\$118,114.00)**. Invoices will be submitted monthly based upon percentage completion of these services and, in the case of reimbursable expenses, actual expenses incurred. Payment is due within thirty days of receipt of invoice.

MFRO – 100% Design	\$ 30,308.00
IBPS – 100% Design	\$ 36,772.00
ESDC MFRO and IBPS (Submittals and RFIs)	\$ 39,390.00
Record Documents	<u>\$ 11,644.00</u>
<b>Total</b>	<b>\$ 118,114.00</b>

Reimbursable:

No reimbursables are requested.

Schedule:

We anticipate Construction will be 18 months.

Additional Services

Additional Services are those services not included in Basic and Other Services as noted herein. No Additional Services are anticipated at this time. Future Additional Services will be authorized in writing by City, and compensation will be a negotiated lump sum or hourly fee.

### **ASSUMPTIONS**

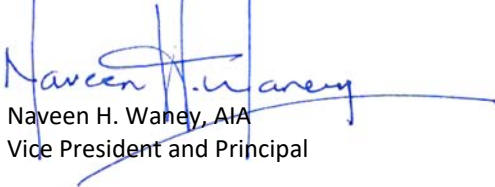
In preparing this fee proposal, we have made certain assumptions about the scope of services, listed below. If incorrect, please advise me and I will revise the proposal.

1. One client workshop; assume 4 hours. If additional are required, PWA can provide this support as an additional service.
2. There will be no major revisions/changes to the MFRO and IBPS renderings as presented with the 90% Design Submittal.
3. Construction Administration services exclude reviewing and developing of change orders and punch lists.
4. Fire Suppression and Fire Alarm designs and services are excluded from this proposal.
5. Any added scope other than what is outlined above will be subject to renegotiation of fees.
6. This proposal does not include hard copies. Printing will be completed by Brown & Caldwell.
7. No subconsultants are included in this proposal.

Thank you for the opportunity to submit this proposal. Should you have any questions or comments regarding the fee and scope of work, please do not hesitate to contact me at your convenience.

Sincerely,

**PLATT/WHITELAW ARCHITECTS, INC.** by



Naveen H. Waney, AIA  
Vice President and Principal

NW:mf

Attachment: Fee Matrix

**ARCHITECT FEE WORKSHEET**  
**Brown and Caldwell**  
**MFRO and IBPS/City of Escondido**  
December 15, 2020

Phase/Task: (2021 Rates)		Principal Architect	Specification Writer	Project Coordinator	TOTAL
		\$235.00	\$148.00	\$123.00	
<b>MFRO – 100% Design</b>					
1.1	Prepare 100% Construction Documents (addresses City, OA, and permit agency comments)	48.00	24.00	120.00	\$29,592.00
1.2	One workshop (part of IBPS)	2.00		2.00	\$716.00
Subtotal this phase		50.00	24.00	122.00	\$30,308.00
<b>IBPS – 100% Design</b>					
2.1	Prepare 100% Construction Documents (addresses City, OA, and permit agency comments)	60.00	32.00	140.00	\$36,056.00
2.2	One workshop (part of MFRO)	2.00		2.00	\$716.00
Subtotal this phase		62.00	32.00	142.00	\$36,772.00
<b>ESDC for MFRO and IBPS (18 months duration)</b>					
3.1	28 Submittal, 14 Re-Submittals, 7 Re-resubmittals	14.00		120.00	\$18,050.00
3.2	24 RFI's	12.00		72.00	\$11,676.00
3.3	12 Site Visits	16.00		48.00	\$9,664.00
Subtotal this phase		42.00	0.00	240.00	\$39,390.00
<b>Record Documents</b>					
4.1	Develop Record Documents from Contractor Redlines	2.00	14.00	74.00	\$11,644.00
Subtotal this phase		2.00	14.00	74.00	\$11,644.00
<b>TOTAL HOURS</b>		<b>156.00</b>	<b>70.00</b>	<b>578.00</b>	<b>804.00</b>
<b>BASIC SERVICES TOTAL</b>		<b>\$36,660.00</b>	<b>\$10,360.00</b>	<b>\$71,094.00</b>	<b>\$118,114.00</b>
<b>OTHER SERVICES</b>					<b>Total</b>
a	Reimbursables				\$0.00
<b>OTHER SERVICES TOTAL</b>					<b>\$0.00</b>
<b>GRAND TOTAL NEW FEES (Basic Services Total + Other Services)</b>					<b>\$118,114.00</b>



December 15, 2020

J. P. Semper, P.E., ENV SP  
Managing Engineer / Local Leader  
Brown and Caldwell | San Diego, CA  
jpsemper@brwnald.com  
T 858.571.6726 | C 619.206.0227

**Additional Service Request – ASR 003**

**Confidential**

RE: Agreement for MEP Engineering Services  
MRFO Process Building

Dear JP,

As you are aware, the project as we initially proposed has changed in original scope. These changes will require additional engineering and design outside our original scope of work. Due to these changes, we respectfully request this additional service cost.

The additional services will be advancing to a 100% HVAC, plumbing and fire protection design of the MFRO facility and the associated intermediate booster pump station located in Escondido, California. Also, the required construction administration including RFI response, Submittal review, As-Built drawings and 3 site visits will be included. Additional site visits will be added upon request.

Below is a sheet list, which will be provided in the Fire Protection, Plumbing and HVAC 100% design documents:

FP-001	Fire Protection Legend
FP-100	Fire Protection Overall Plan
FP-101	Fire Protection Enlarged Plan
P-001	Plumbing Legend and Schedule
P-100	Plumbing First Floor Plan-Sanitary
P-101	Plumbing First Floor Plan-Domestic
P-102	Plumbing Roof Plan
P-105	Plumbing Roof Plan
P-501	Plumbing Details



P-502	Plumbing Details
P-503	Plumbing Details
P-901	IBPS Plumbing Plan
H-001	HVAC Legends and Notes
H-100	HVAC MFRO Building Overall Plan
H-101	MFRO Process Room
H-102	MFRO Chemical Room I
H-301	Mechanical Sections
H-302	Mechanical Sections
H-501	HVAC Details
H-502	HVAC Details
H-601	HVAC Schedule
H-801	HVAC Sequence of Operations
H-901	IBPS HVAC Plan
H-902	IBPS HVAC Schedules

Task 1:	<u>100% Design Documents of the MFRO Facility</u> .....	<u>\$7,000</u>
Task 2:	<u>100% Design Documents of the IBPS Building</u> .....	<u>\$3,500</u>
Task 2:	<u>Construction Admin</u> .....	<u>\$25,000</u>
<u>Total Additional Service Request</u> .....		<u>\$35,500</u>

**ACCEPTED BY:**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SUBMITTED BY:**

Valmiki Rasul  
 RTM Engineering Consultants, LLC  
 December 15, 2020



3916 Normal Street  
San Diego, CA 92103  
619.294.4477  
[www.ktua.com](http://www.ktua.com)  
PLA 2342 • 2386 • 2500

December 15, 2020  
Brown and Caldwell  
450 B Street, Suite #1500  
San Diego, CA 92101

Attention: Ms. Jocelyn Lu  
Sr. Staff Engineer

Subject: Landscape Architecture Services (100% - IFC PS&E, ESDC)  
Project: Intermediate Booster Pump Station (IBPS)  
MFRO Facility for Agriculture  
Escondido, CA.

Dear Jocelyn:

Please find attached our scope and fee for taking the landscape design drawings to the 100% to Issue for Construction(IFC) submittal phases as well as providing engineering services during construction (ESDC) as requested for the IBPS and MFRO facility. This proposal is to correspond to the following scope items requested:

Design Package and Submittals:

1. IBPS – 100%- IFC design drawings and specifications
2. MFRO Facility – 100%-IFC design drawings and specifications
3. MFRO and IBPS Engineering Services During Construction (ESDC)

Our scope is as follows:

I. SCOPE OF SERVICES:

A. Construction Document Drawings

1. KTU+A will prepare a 100% landscape construction document submittal package and IFC package, that includes below items for electronic submittals for review and coordination. All work will be coordinated with the design team and prepared using AutoCAD provided by client. The documents included are:

- Irrigation Plan, Legend and Details
- Planting Plan, Legend and Details
- Specifications

- a) Irrigation Plan, Legend and Details. This plan will diagrammatically lay out landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment for the irrigation of planting areas, at 20' scale, specifically calling out all pipe and equipment sizing and types; and will include

legend and details required to install the irrigation system. KTUA will coordinate with the Civil subconsultant as required. Reclaimed water is to be accounted for on this project.

- b) Planting Plan, Legend and Details. This plan will graphically locate and identify planting materials at 20' scale, including specific quantities, sizes and varieties, and will include a planting legend to identify the plant materials.
- c) Specifications. The specifications (CSI format) will identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work; and will be organized to separate those portions of the work which may logically be executed by different trades or separate contractors.

2. Meetings - Includes two (2) local design team meetings (in San Diego) and/or conference calls, which have been estimated for budgeting purposes (not weekly team mtgs). Does not include travel to Escondido but additional services may be provided on an hourly basis.

B. Engineering Services During Construction (ESDC)

1. KTUA will respond to R.F.I. (Request for Information) during bidding and be available to comment on bid analysis in our area of expertise.
2. Landscape Site Observations and Reports - KTUA will review landscape submittals and respond to R.F.I. (Request for Information), in our area of expertise. KTUA will include one (1) interim site observation visits/reports relative to landscape construction only, during the period when the landscape construction is actively being installed. KTUA will then provide final walkthroughs as follows: one (1) pre-maintenance, one (1) pre-final and one (1) final walk-through for review and comment relative to landscape construction for both sites. Effort beyond this allocation may be provided on an hourly basis with written approval.
3. Record Drawings - KTUA will review a set of hardscape and irrigation as-built drawings by contractor at completion of the project provided by your firm. This shall be done prior to making reduced colored set for irrigation plans. Final drawings will reflect significant changes made during construction, based on marked-up prints and record drawings furnished by contractor to Architect. This does not include field verification of contractor's redlined drawings.

II. PROFESSIONAL FEES:

Our fees shall be on a lump sum basis as follows:

A. IBPS Construction Documents (100%/IFC)	\$ 5,490.00
B. MFRO Construction Documents (100%/IFC)	\$ 5,030.00
C. IBPS and MFRO Engineering Services During Construction (ESDC)	\$ 8,030.00



III. ADDITIONAL SERVICES:

Revisions, program adjustments, and/or any additional services requested, above and beyond those specified above or over and above those provided for. These shall be paid for by the Client on an hourly basis at the following hourly rates or a negotiated fee:

Clerical/Administrative	\$85.00/hour
Designer/Planner	\$105.00/hour
Senior Designer	\$115.00/hour
Associate	\$125.00/hour
Senior Associate	\$145.00/hour
Principal	\$175.00/hour

- i. All hourly rates for services required and/or performed for this project after July of each year are subject to a maximum increase of five percent (5%) per annum.
- ii. Fee payment request for time and material work, additional services, and other reimbursable costs will be due and payable 30 days from receipt of invoice at the first of each month for items furnished and work completed.
- iii. It is hereby agreed that failure by the Client to pay promptly all amounts due hereunder this Agreement to the Landscape Architect, as and when the same becomes due, will excuse further performance by the Landscape Architect until all such payments have been made; and under such circumstances the Landscape Architect may, at his option, add interest to accounts thirty (30) days past due at the rate of one percent (1%) per month on the unpaid balance of the account due and assessed until such overdue balance has been paid in full. The Client shall pay for all legal costs and attorney's fees resulting from any legal action required to collect those fees, which remain unpaid for a period in excess on ninety (90) days (if client is found at fault).
- iv. Additional requirements and services listed in other agreements with the Client are specifically excluded from this proposal unless specifically agreed to in writing.
- v. Services not included: Additional sub-consultants (Arborist, Electrical, Structural, etc...), revisions due to adjustments in program or budget, cost estimating, weekly team coordination meetings, supportive LEED drawings greater than Silver certification, BIM drawings or conversion, attendance of any public hearings and/or additional meetings and make presentations to review committees. Site plan changes, structural design, separate public improvement or grading permit plans, streetscape/ROW drawings, additional photo board exhibits-renderings or construction changes by client, water-sewer or major drainage facilities. Agency Fees, storm water management plans (by contractor), public right of way improvements, traffic control plans, erosion control plans, BMP's or storm water pollution prevention plans, dry utility upgrades, geotechnical observation and testing during grading contractor contract documents, final mapping and revisions to engineering plans and supporting documents due to changes in site plan.
- vi. Additional Team Meetings shall be billed on an hourly basis (As required overstated scope).

IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are currently unknown with examples listed below that are to be covered by the Client and will be billed on an as used basis only. It is assumed that most submittals and coordination will be electronic through email or through a file sharing site.

The following are reimbursable items:

- a) Any special delivery costs (FedEx, UPS, Lion, etc.) – at cost plus 8%.
- b) Any reproduction or plotting costs - at cost plus 8%.
- c) All out of town travel and/or lodging expenses (out of San Diego County), are at cost.
- d) Via car rental at current rates or private automobile at \$.57 cents/mile.
- e) Additional printing such as: separate plans as required by city/county agencies, grading plan submittals, additional renderings - Hourly plus expenses or negotiated lump sum fee.
- f) All outside/consultant services - Hourly plus expenses or negotiated lump sum fee.

V. CLIENT RESPONSIBILITIES:

The Client shall be responsible and agree to provide or cause to be provided to the Landscape Architect, at no cost to the Landscape Architect, (if available) the following:

- A. Electronic base plan set up in Auto Cad format version 2018 min., DXF, DWG or EXE. CAD files shall have accompanied by file per settings, names of files, reference files, named views, (indicate if in paper space or model space). Description of CAD file layers (name and indicate on, off, frozen, etc.); showing exact locations, elevations, and sizes of proposed structures and improvements. Certified land survey of the site, giving grades and lines of streets, pavements and adjoining properties, rights-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to existing improvements, plantings, and available services and utilities both public and private. Prints denoting accurate to scale plans and drawings (and on disk).
- B. Site grading plans of proposed topography of project site; locations and elevations proposed utility lines and facilities, including source(s) of water and static water pressure(s), and locations for 110v electrical connections available for irrigation system(s).
- C. Complete soil bearing and agronomic reports, including necessary test pits, borings, and other operations for determining soil and subsoil conditions relative to landscape work.
- D. All Engineering for electrical plans, civil engineering grading and drainage plans, utilities and horizontal controls, and architectural plans prepared by Client's consultants.
- E. Providing promptly full information regarding the requirements for the project.
- F. Designating a representative to act in its behalf with respect to the project. A Client representative shall examine documents submitted by Landscape Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Landscape Architect's services.
- G. In case of a civil suit, the Client agrees that prior to filing suit against the Landscape Architect; the Client will engage another Landscape Architect to verify and certify (after reviewing this Agreement) the contract documents, project files and site conditions, that there is justifiable cause for the suit.
- H. Certifications - Guarantees and Warrantees: The firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the firm cannot ascertain

VI. TERMS AND CONDITIONS:

- A. Code Compliance - The firm shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect at the time of the execution of this agreement. Design changes made necessary by newly enacted laws, codes and regulations put into effect after the date of this agreement shall entitle the firm to a reasonable adjustment in the schedule and additional compensation in accordance with the additional services agreement provision of this agreement.
- B. If Client requires an indemnity clause in the agreement, it will be a reciprocal indemnity clause in the agreement.
- C. Limitation of Liability - Any use or reuse of altered files by the Client or others, without written verification or CADD adaptations by the consultant for the specific purpose intended, will be at the Client's risk and full legal responsibility. Furthermore, the Client will, fully permitted by law, indemnify and hold the consultant harmless from all claims, suits, liability, demands, judgments, costs and attorney fees arising out of or resulting there from. Any verification of such adaptation by the Client will entitle the consultant to additional compensation at current rates.  
When there is a conflict between the drawings and the electronic files, the sealed drawings will govern.
- D. Risk Allocation - The Client and KTU+A recognize the relative risks, rewards, and benefits of the project to the Owner. Allocation of the risks are such that the Client agrees that fully permitted by law, KTU+A, total liability to the Owner for all injuries, claims, losses, expenses, damages, or claim expense arising out of this agreement from any cause or causes shall not exceed the total amount of compensation received under this agreement. Such causes include but are not limited to negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- E. Corporate Protection - It is intended by the parties to this Agreement that the Consultant's services about the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California State corporation, and not against any of the Consultant's individual employees, officers or directors.
- F. Dispute Resolution - Any claims or disputes made during design, construction or post-construction between the client and firm shall be submitted to non-binding mediation. Client and firm agree that mediation will serve as the primary method for dispute resolution and each party agrees to bear their own costs for mediation.
- G. Information Provided by Others - The client shall furnish all information, requirements, reports, data, survey and instructions required by this agreement. The firm may use such information, requirements, reports, data surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

- H. Indemnification - The firm agrees, fully permitted by law, to indemnify and hold harmless the client against damages, liabilities, and costs arising from the negligent acts of the consultant in the performance of professional services under this agreement, to the extent that the consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the firm and the client. The firm shall not be obligated to indemnify the client for the client's own negligence.
- I. Survivability - The provisions of this agreement shall survive the completion of services and the scope of services.
- J. Termination of Services - This agreement may be terminated by the client or the firm for convenience and without cause upon giving the other party not less than ten (10) calendar days' written notice. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Jocelyn, we appreciate your request for services very much and look forward to the opportunity to continue working with you and your team. Please review our agreement and call me if you have any questions. Thank you very much!

Sincerely,



Brooke JP Whalen, ASLA  
CA PLA 5175, NV PLA 849

CLIENT APPROVED

Brown and Caldwell

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Authorized Signature

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Date

---

Print or type name

---

Title



January 4, 2021

Angela Morrow, P.E.  
Deputy Director of Utilities / Construction and Engineering  
City of Escondido | Utilities  
1521 S. Hale Avenue  
Escondido, CA 92029

**Subject: MFRO Facility for Agriculture  
Proposal for Guaranteed Maximum Price No. 2 (GMP 2)**

Dear Ms. Morrow,

We are pleased to offer our revised Proposal for Guaranteed Maximum Price No. 2 (GMP 2) for the subject project. GMP 2 addresses the construction of all aspects of the project, less the pipeline work associated with GMP 1. Once accepted, this proposal will become part of Amendment 3 to the Design-Build Agreement. Additional engineering and permitting services to support GMP 2 are addressed separately in Amendment 3. These services, including any subcontractor services and contracts, will follow the terms of the Prime Agreement, as modified by the third Amendment.

In accordance with Section 6.8A of the Design-Build Agreement, the following components form the basis of our GMP 2 proposal:

1. List of Design and Construction Documents. The attached Drawing Log and Specification Log identify the design materials used to develop GMP 2.
2. Proposed GMP. The proposed GMP 2 is \$52,595,641, which is the total price including the cost of work, taxes, general conditions, field overhead, contingency, escalation, home office overhead and profit. Several documents are attached that show the detailed makeup of GMP 2.
3. Design-Builder's Contingency and City Contingency. The Design-Builder's Contingency associated with GMP 2 is \$2,850,000 and was determined using the attached Risk Register. A City Contingency is not included in GMP 2.
4. Design-Builder Fee. The Contractor's Fee is 10 percent, as identified in the Design Build Agreement, Section 12.1C. The fee provides for profit and home office overhead recovery.
5. Construction Schedule. The attached schedule, developed using Primavera (P6) software, is provided to show the construction activities associated with GMP 2. It reflects a total duration of 24 months from NTP to contract completion.
6. Schedule of Values. We will provide a SOV after GMP 2 is approved and we are able to establish budgets for the associated work.
7. Contractor's Compensable Delay Rate Per Day. The Filanc Brown and Caldwell Joint Venture (JV) calculated a Compensable Delay Rate Per Day of \$5,978 based on our interpretation of Section 5.6 of the Design-Build Agreement. Materials that support this rate are attached. Note that this daily rate covers only the impact to the JV. If a Compensable Delay is established during construction, we reserve the right to incorporate additional impact costs from affected subcontractors, suppliers, and/or engineering that may apply.

The following assumptions, exceptions and clarifications are offered to enable a better understanding of what is included and not included with this proposal.

1. Scope – Continuous close coordination with the design team enables GMP 2 to reflect all scope elements known to date. This includes the additional disinfection facilities at MFRO, larger RO flush pumps, extended utilities for decant and Vactor dump facilities, enhanced architectural elements at IBPS, and other miscellaneous items. The contingency included in GMP 2 will provide, in part, for anticipated in-scope design progression between now and when we produce Issued for Construction (IFC) documents.
2. GMP 1 Adjustments –The bid summary sheet shows \$175,140 added below the GMP 2 total to provide adjustments to GMP 1. This includes \$42,226 for actual bond costs, as previously discussed, and \$132,914 for concrete encasement of the pipeline in Caltrans ROW. A further adjustment may be requested if the final permit from Caltrans requires additional scope elements.
3. MFRO Site Demolition – It was discovered during recent field exploration that the MFRO project site is underlain by significant quantities of broken asphalt materials and soils that appear to have hydrocarbon contamination. GMP 2 assumes the asphalt can be pulverized and includes costs to pulverize it, mix it with the soils, and use it on site as backfill material. We have deemed this to be an acceptable approach; therefore, we have not included any costs for remediation of soil contamination. Similarly, we assume a balanced site and include no cost to haul off or import materials due to the presence of foreign materials.
4. Trailer Relocation – Cost are included in GMP 2 to relocate and reconnect utilities to the trailer at the MFRO site that currently houses City recycling staff. Costs up to an allowance of \$20,000 are also included to refurbish the trailer based on a cursory visual inspection and assessment of the needs. We exclude refurbishment costs that exceed this allowance, as well as the cost to repair or replace the trailer if it is damaged during the move due to its condition.
5. IBPS Architecture – The design of the IBPS remains in flux as we work with the City Planning Department and others to reach consensus on the building's architectural features. It appears that the final product will include various features that will add cost to the facility beyond what was included in the most recent cost model. We are currently carrying \$450,000 as an allowance in the cost of work and additional funds in the Contingency to cover those items.
6. General Conditions – The schedules for GMP 1 and GMP 2 will potentially overlap, however, the start date for both remains fluid. For now, we have taken the approach to treat them as independent projects for the purposes of estimating general conditions. After we receive the NTP for GMP 2 and resolve the ongoing GMP 1 permitting issues, we will assess the overlap that may exist and adjust the GMP 2 cost for the duplicative amount.
7. Escalation Assumption – Escalation is determined per the attached calculation of labor, material and subcontract increases based on a March 15, 2021 NTP. We have not included contingency to cover a later start date.

Thank you for your consideration of this proposal for GMP 2.

Sincerely,



Gary P. Silverman, P.E., BCEE, DBIA  
Design-Build Project Manager

Attachments

Cc: John Bekmanis, Black & Veatch  
J.P. Semper, Filanc Brown and Caldwell JV

City of Escondido MFRO for Agriculture				
GMP2				
DRAWING LOG				
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP2
GENERAL				
1	G-001	COVER SHEET	2020.06.05	Yes
2	G-002	DRAWING LIST	2020.06.15	Yes
3	G-003	GENERAL NOTES AND ABBREVIATIONS	2020.06.05	Yes
4	G-004	LEGEND	2020.06.05	Yes
5	G-005	PROCESS FLOW DIAGRAM I	2020.06.05	Yes
6	G-006	PROCESS FLOW DIAGRAM II	2020.06.05	Yes
7	G-007	DESIGN CRITERIA I	2020.06.05	Yes
8	G-008	DESIGN CRITERIA II	2020.06.05	Yes
9	G-009	HYDRAULIC PROFILE I	2020.06.05	Yes
10	G-010	HYDRAULIC PROFILE II	2020.06.05	Yes
CIVIL				
11	C-100	EXISTING SITE AND DEMOLITION PLAN	2020.06.05	Yes
12	C-101	OVERALL SITE PLAN	2020.06.05	Yes
13	C-102	HORIZONTAL CONTROL PLAN I	2020.06.05	Yes
14	C-103	HORIZONTAL CONTROL PLAN II	2020.06.05	Yes
15	C-104	HORIZONTAL CONTROL PLAN III	2020.06.05	Yes
16	C-105	ENLARGED GRADING AND PAVING PLAN I	2020.06.05	Yes
17	C-106	ENLARGED GRADING AND PAVING PLAN II	2020.06.05	Yes
18	C-107	ENLARGED GRADING AND PAVING PLAN III	2020.06.05	Yes
19	C-108	ENLARGED YARD PIPING PLAN I	2020.06.05	Yes
20	C-109	ENLARGED YARD PIPING PLAN II	2020.06.15	Yes
21	C-110	ENLARGED YARD PIPING PLAN III	2020.06.05	Yes
22	C-130	PRODUCT WATER PIPELINE PLAN & PROFILE I	2020.06.05	No
23	C-131	PRODUCT WATER PIPELINE PLAN & PROFILE II	2020.06.05	No
24	C-132	PRODUCT WATER PIPELINE PLAN & PROFILE III	2020.06.05	No
25	C-133	PRODUCT WATER PIPELINE PLAN & PROFILE IV	2020.06.05	No
26	C-134	PRODUCT WATER PIPELINE PLAN & PROFILE V	2020.06.05	No
27	C-201	RECYCLED WATER PIPELINE PROFILE	2020.06.15	Yes
28	C-202	RECYCLED WATER PIPELINE PROFILE	2020.06.05	Yes
29	C-203	SEWER PIPELINE PROFILE	2020.06.05	Yes
30	C-204	SEWER PIPELINE PROFILE	2020.06.05	Yes
31	C-205	SEWER PIPELINE PROFILE	2020.06.05	Yes
32	C-206	MFF AND ROS PIPELINE PROFILES	2020.06.05	Yes
33	C-207	ROP AND PRW PIPELINE PROFILES	2020.06.05	Yes
34	C-208	ROC PIPELINE PROFILE	2020.06.05	Yes
35	C-209	ROC PIPELINE PROFILE	2020.06.05	Yes
36	C-210	STORM WATER PIPELINE PROFILE	2020.06.05	Yes
37	C-211	STORM WATER PIPELINE PROFILE	2020.06.05	Yes
38	C-212	STORM WATER PIPELINE PROFILE	2020.06.05	Yes
39	C-501	CIVIL - CALTRANS DETAILS I	2020.06.05	Yes
40	C-502	CIVIL - PIPING DETAILS I	2020.06.05	Yes
41	C-503	CIVIL - PIPING DETAILS II	2020.06.05	Yes
42	C-504	CIVIL - CATHODIC PROTECTION DETAILS I	2020.06.05	Yes
43	C-505	CIVIL - STORMWATER DETAILS I	2020.06.05	Yes
44	C-506	CIVIL - STORMWATER DETAILS II	2020.06.05	Yes
45	C-507	CIVIL - MISCELLANEOUS SITE DETAILS I	2020.06.05	Yes
46	C-508	CIVIL - MISCELLANEOUS SITE DETAILS II	2020.06.05	Yes
47	C-509	CIVIL - MISCELLANEOUS SITE DETAILS III	2020.06.05	Yes
48	CD-901	IBPS DEMOLITION PLAN	2020.06.15	Yes
49	C-901	IBPS HORIZONTAL AND VERTICAL CONTROL PLAN	2020.06.05	Yes
50	C-902	"IBPS SITE CIVIL, PAVING, AND GRADING PLAN"	2020.06.05	Yes
51	C-903	IBPS BMP SECTIONS	2020.06.05	Yes
52	C-904	CIVIL SITE SECTIONS AND DETAILS	2020.06.05	Yes
53	C-905	IBPS YARD PIPING PLAN	2020.06.15	Yes
54	C-906	IBPS SUCTION PIPELINE PLAN AND PROFILE	2020.06.05	Yes
55	C-907	IBPS DISCHARGE PIPELINE PLAN AND PROFILE	2020.06.05	Yes
56	C-908	IBPS BMP OUTLET PIPE PLAN AND PROFILE	2020.06.05	Yes
LANDSCAPE				
57	L-001	LANDSCAPE PLANTING LEGEND	2020.06.05	Yes
58	L-002	LANDSCAPE IRRIGATION LEGEND	2020.06.05	Yes



City of Escondido MFRO for Agriculture				
GMP2				
DRAWING LOG				
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP2
59	L-003	IBPS LANDSCAPE IRRIGATION LEGEND	2020.06.05	Yes
60	L-101	LANDSCAPE DEMOLITION PLAN	2020.06.05	Yes
61	L-102	LANDSCAPE PLANTING PLAN	2020.06.05	Yes
62	L-103	LANDSCAPE IRRIGATION PLAN	2020.06.05	Yes
63	L-901	IBPS LANDSCAPE TREE PROTECTION PLAN	2020.06.05	Yes
64	L-902	IBPS LANDSCAPE PLANTING PLAN	2020.06.05	Yes
65	L-903	IBPS LANDSCAPE IRRIGATION PLAN	2020.06.05	Yes
ARCHITECTURAL				
66	A-001	"MFRO BUILDING - CODE ANALYSIS, EXITING PLAN AND NOTES"	2020.06.05	Yes
67	A-101	MFRO BUILDING - FLOOR PLAN	2020.06.05	Yes
68	A-102	MFRO BUILDING - ENLARGED FLOOR PLAN	2020.06.05	Yes
69	A-111	MFRO BUILDING - RCP	2020.06.05	Yes
70	A-121	MFRO BUILDING - ROOF PLAN	2020.06.05	Yes
71	A-200	MFRO BUILDING - EXTERIOR ELEVATIONS	2020.06.05	Yes
72	A-300	MFRO BUILDING - BUILDING SECTIONS	2020.06.05	Yes
73	A-400	MFRO BUILDING - INTERIOR ELEVATIONS	2020.06.05	Yes
74	A-600	"MFRO BUILDING - DOOR, WINDOW & LOUVER SCHEDULE"	2020.06.05	Yes
75	A-901	"IBPS ARCHITECTURAL CODE ANALYSIS, EXITING PLAN AND NOTES"	2020.06.05	Yes
76	A-902	IBPS FLOOR PLAN	2020.06.05	Yes
77	A-903	IBPS ROOF PLAN	2020.06.05	Yes
78	A-904	IBPS REFLECTED CEILING PLAN	2020.06.05	Yes
79	A-905	IBPS EXTERIOR ELEVATIONS	2020.06.05	Yes
80	A-906	IBPS BUILDING SECTIONS	2020.06.05	Yes
81	A-907	IBPS DOOR AND WINDOW FINISH SCHEDULES	2020.06.05	Yes
82	A-908	IBPS RENDERING 1 - GLENRIDGE RD. VIEW	2020.06.05	Yes
83	A-909	IBPS RENDERING 2 - PARKING LOT VIEW	2020.06.05	Yes
STRUCTURAL				
84	S-001	GENERAL STRUCTURAL NOTES I	2020.06.05	Yes
85	S-002	GENERAL STRUCTURAL NOTES II	2020.06.05	Yes
86	S-003	SPECIAL INSPECTIONS I	2020.06.05	Yes
87	S-004	SPECIAL INSPECTION II	2020.06.05	Yes
88	S-101	MFRO BUILDING - FOUNDATION PLAN I	2020.06.05	Yes
89	S-102	MFRO BUILDING - FOUNDATION PLAN II	2020.06.05	Yes
90	S-103	MFRO BUILDING - ROOF PLAN	2020.06.05	Yes
91	S-105	PRODUCT WATER PUMP STATION PLAN	2020.06.05	Yes
92	S-106	INTER PROCESS STORAGE TANK - FOUNDATION PLAN AND TYPICAL SUBGRADE SECTION	2020.06.05	Yes
93	S-107	PRODUCT WATER STORAGE TANK - FOUNDATION PLAN AND TYPICAL SUBGRADE SECTION	2020.06.05	Yes
94	S-301	MFRO BUILDING - SECTIONS I	2020.06.05	Yes
95	S-302	MFRO BUILDING - SECTIONS II	2020.06.05	Yes
96	S-304	PRODUCT WATER PUMP STATION SECTIONS	2020.06.05	Yes
97	S-305	GENERATOR - PLAN AND TYPICAL SUB-GRADE SECTIONS	2020.06.05	Yes
98	S-501	STANDARD CONCRETE DETAILS I	2020.06.05	Yes
99	S-502	STANDARD CONCRETE DETAILS II	2020.06.05	Yes
100	S-503	STANDARD CONCRETE DETAILS III	2020.06.05	Yes
101	S-506	STANDARD HANDRAIL AND GUARDRAIL DETAILS	2020.06.05	Yes
102	S-507	STANDARD GRATING DETAILS	2020.06.05	Yes
103	S-508	MASONRY WALL DETAILS	2020.06.05	Yes
104	S-901	IBPS BUILDING - FOUNDATION PLAN	2020.06.05	Yes
105	S-902	IBPS BUILDING - ROOF FRAMING PLAN	2020.06.05	Yes
106	S-903	IBPS BUILDING - STRUCTURAL SECTIONS	2020.06.05	Yes
PROCESS				
107	D-100	MFRO BUILDING - OVERALL MECHANICAL PLAN	2020.06.05	Yes
108	D-101	MFRO PROCESS ROOM - MECHANICAL PLAN I	2020.06.05	Yes
109	D-102	MFRO PROCESS ROOM - MECHANICAL PLAN II	2020.06.05	Yes
110	D-103	MFRO PROCESS ROOM - MECHANICAL PLAN III	2020.06.05	Yes
111	D-104	MFRO PROCESS ROOM - MECHANICAL PLAN IV	2020.06.05	Yes
112	D-105	MFRO CHEMICAL ROOM - MECHANICAL PLAN I	2020.06.05	Yes
113	D-106	MFRO CHEMICAL ROOM - MECHANICAL PLAN II	2020.06.05	Yes
114	D-107	PRODUCT WATER PUMP STATION PLAN	2020.06.05	Yes
115	D-108	PRODUCT WATER TANK PLAN	2020.06.05	Yes
116	D-109	INTER-PROCESS STORAGE TANK - PLAN	2020.06.05	Yes

City of Escondido MFRO for Agriculture				
GMP2				
DRAWING LOG				
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP2
117	D-110	STORMWATER BYPASS AND INFLUENT PRV PARTIAL PLAN	2020.06.05	Yes
118	D-301	MFRO PROCESS ROOM - SECTIONS I	2020.06.05	Yes
119	D-302	MFRO PROCESS ROOM - SECTIONS II	2020.06.05	Yes
120	D-303	MFRO PROCESS ROOM - SECTIONS III	2020.06.05	Yes
121	D-304	MFRO PROCESS ROOM - SECTIONS IV	2020.06.05	Yes
122	D-305	MFRO PROCESS ROOM - SECTIONS V	2020.06.05	Yes
123	D-306	MFRO PROCESS ROOM - SECTIONS VI	2020.06.05	Yes
124	D-307	MFRO CHEMICAL ROOM - SECTIONS I	2020.06.05	Yes
125	D-309	PRODUCT WATER PUMP STATION SECTIONS I	2020.06.05	Yes
126	D-311	PRODUCT WATER TANK - SECTIONS I	2020.06.05	Yes
127	D-312	PRODUCT WATER TANK - SECTIONS II	2020.06.05	Yes
128	D-313	INTER - PROCESS STORAGE TANK - SECTIONS	2020.06.05	Yes
129	D-501	MECHANICAL - CHEMICAL FEED SYSTEMS DETAILS I	2020.06.05	Yes
130	D-502	MECHANICAL - CHEMICAL FEED SYSTEM DETAILS II	2020.06.05	Yes
131	D-503	MECHANICAL - PUMP STATION DETAILS I	2020.06.05	Yes
132	D-504	MECHANICAL - PUMP STATION DETAILS II	2020.06.05	Yes
133	D-505	MECHANICAL - PIPE SUPPORT DETAILS I	2020.06.05	Yes
134	D-506	MECHANICAL - PIPE SUPPORT DETAILS II	2020.06.05	Yes
135	D-507	MECHANICAL - PIPE SUPPORT DETAILS III	2020.06.05	Yes
136	D-508	MECHANICAL - DETAILS I	2020.06.05	Yes
137	D-509	MECHANICAL - DETAILS II	2020.06.05	Yes
138	D-510	MECHANICAL - DETAILS III	2020.06.05	Yes
139	D-511	MECHANICAL - DETAILS IV	2020.06.05	Yes
140	D-512	MECHANICAL - DETAILS V	2020.06.05	Yes
141	D-513	MECHANICAL - TANK DETAILS I	2020.06.05	Yes
142	D-901	IBPS MECHANICAL PLAN	2020.06.05	Yes
143	D-902	IBPS MECHANICAL SECTIONS I	2020.06.05	Yes
144	D-903	IBPS MECHANICAL SECTIONS II	2020.06.05	Yes
FIRE PROTECTION				
145	FP-001	FIRE PROTECTION LEGEND	2020.06.05	Yes
146	FP-100	FIRE PROTECTION OVERALL PLAN	2020.06.05	Yes
147	FP-101	FIRE PROTECTION ENLARGED PLAN	2020.06.05	Yes
PLUMBING				
148	P-001	PLUMBING LEGEND AND SCHEDULE	2020.06.05	Yes
149	P-100	PLUMBING FIRST FLOOR PLAN-SANITARY	2020.06.05	Yes
150	P-101	PLUMBING FIRST FLOOR PLAN-DOMESTIC	2020.06.05	Yes
151	P-105	PLUMBING ROOF PLAN	2020.06.05	Yes
152	P-501	PLUMBING DETAILS	2020.06.05	Yes
153	P-502	PLUMBING DETAILS	2020.06.05	Yes
154	P-901	IBPS PLUMBING PLAN	2020.06.05	Yes
MECHANICAL				
155	H-001	HVAC LEGEND AND NOTES	2020.06.05	Yes
156	H-100	HVAC MFRO BUILDING OVERALL PLAN	2020.06.05	Yes
157	H-101	MFRO PROCESS ROOM	2020.06.05	Yes
158	H-102	MFRO CHEMICAL ROOM - PLAN I	2020.06.05	Yes
159	H-301	MECHANICAL SECTIONS	2020.06.05	Yes
160	H-601	HVAC SCHEDULE	2020.06.05	Yes
162	H-901	IBPS HVAC PLAN	2020.06.05	Yes
163	H-902	IBPS HVAC SCHEDULES	2020.06.05	Yes
ELECTRICAL				
164	E-001	ELECTRICAL NOTES AND ABBREVIATIONS	2020.06.05	Yes
165	E-002	ELECTRICAL LEGEND AND SYMBOLS	2020.06.05	Yes
166	E-003	SDGE INCOMING SITE PLAN	2020.06.05	Yes
167	E-004	SITE PLAN I	2020.06.05	Yes
168	E-005	SITE PLAN II	2020.06.05	Yes
169	E-006	SITE PLAN III	2020.06.05	Yes
170	E-100	MFRO BUILDING OVERALL ELECTRICAL PLAN	2020.06.05	Yes
171	E-101	MFRO BUILDING OVERALL LIGHTING PLAN	2020.06.05	Yes
172	E-402	MFRO PROCESS ROOM ELECTRICAL PLAN I	2020.06.05	Yes
173	E-403	MFRO PROCESS ROOM ELECTRICAL PLAN II	2020.06.05	Yes
174	E-404	MFRO PROCESS ROOM ELECTRICAL PLAN III	2020.06.05	Yes

City of Escondido MFRO for Agriculture				
GMP2				
DRAWING LOG				
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP2
175	E-405	MFRO PROCESS ROOM ELECTRICAL PLAN IV	2020.06.05	Yes
176	E-406	ELECTRICAL ROOM ELECTRICAL PLAN	2020.06.05	Yes
177	E-407	MFRO CHEMICAL ROOM - ELECTRICAL PLAN I	2020.06.05	Yes
178	E-408	MFRO CHEMICAL ROOM - ELECTRICAL PLAN II	2020.06.05	Yes
179	E-409	PRODUCT WATER PUMP STATION - ELECTRICAL PLAN	2020.06.05	Yes
180	E-416	MFRO PROCESS ROOM LIGHTING PLAN I	2020.06.05	Yes
181	E-417	MFRO PROCESS ROOM LIGHTING PLAN II	2020.06.05	Yes
182	E-418	MFRO PROCESS ROOM LIGHTING PLAN III	2020.06.05	Yes
183	E-419	MFRO PROCESS ROOM LIGHTING PLAN IV	2020.06.05	Yes
184	E-420	ELECTRICAL ROOM LIGHTING PLAN	2020.06.05	Yes
185	E-421	MFRO CHEMICAL ROOM - LIGHTING PLAN I	2020.06.05	Yes
186	E-422	MFRO CHEMICAL ROOM - LIGHTING PLAN II	2020.06.05	Yes
187	E-501	MISCELLANEOUS DETAILS I	2020.06.05	Yes
188	E-502	MISCELLANEOUS DETAILS II	2020.06.05	Yes
189	E-503	MISCELLANEOUS DETAILS III	2020.06.05	Yes
190	E-504	MISCELLANEOUS DETAILS IV	2020.06.05	Yes
191	E-600	OVERALL SINGLE LINE DIAGRAM	2020.06.05	Yes
192	E-601	SDG&E SINGLE LINE DIAGRAM	2020.06.05	Yes
193	E-602	480V SWGR - MFRO SINGLE LINE DIAGRAM	2020.06.05	Yes
194	E-603	480V MCC - CSB SINGLE LINE DIAGRAM	2020.06.05	Yes
195	E-604	480V MCC - MFRO SINGLE LINE DIAGRAM I	2020.06.05	Yes
196	E-605	480V MCC - MFRO SINGLE LINE DIAGRAM II	2020.06.05	Yes
197	E-606	480V MCC - MFRO SINGLE LINE DIAGRAM III	2020.06.05	Yes
198	E-607	480V NEW EMERGENCY GENERATOR PANELBOARD	2020.06.05	Yes
199	E-608	480V PP - MFRO SINGLE LINE DIAGRAM	2020.06.05	Yes
200	E-611	CONTROL SYSTEM SINGLE LINE DIAGRAMS I	2020.06.05	Yes
201	E-612	CONTROL SYSTEM SINGLE LINE DIAGRAMS II	2020.06.05	Yes
202	E-613	CONTROL SYSTEM SINGLE LINE DIAGRAMS III	2020.06.05	Yes
203	E-614	CONTROL SYSTEM SINGLE LINE DIAGRAMS IV	2020.06.05	Yes
204	E-615	CONTROL SYSTEM SINGLE LINE DIAGRAMS V	2020.06.05	Yes
205	E-616	CONTROL SYSTEM SINGLE LINE DIAGRAMS VI	2020.06.05	Yes
206	E-617	CONTROL SYSTEM SINGLE LINE DIAGRAMS VII	2020.06.05	Yes
207	E-618	MISCELLANEOUS SINGLE LINE DIAGRAMS I	2020.06.05	Yes
208	E-619	MISCELLANEOUS SINGLE LINE DIAGRAMS II	2020.06.05	Yes
209	E-624	LIGHTING FIXTURE SCHEDULE	2020.06.05	Yes
210	E-625	PANEL SCHEDULES I	2020.06.05	Yes
211	E-626	PANEL SCHEDULES II	2020.06.05	Yes
212	E-627	DUCT BANK SECTIONS	2020.06.05	Yes
213	ED-901	ELECTRICAL SITE DEMOLITION PLAN	2020.06.05	Yes
214	E-901	IBPS SINGLE LINE DIAGRAM I	2020.06.05	Yes
215	E-902	IBPS SINGLE LINE DIAGRAM II	2020.06.05	Yes
216	E-903	IBPS CONTROL SINGLE LINE DIAGRAM	2020.06.05	Yes
217	E-904	IBPS ELECTRICAL SITE PLAN	2020.06.05	Yes
218	E-905	IBPS GENERATOR ROOM ELECTRICAL PLAN	2020.06.05	Yes
219	E-906	IBPS ELECTRICAL ROOM ELECTRICAL PLAN	2020.06.05	Yes
220	E-907	IBPS PUMP ROOM ELECTRICAL PLAN	2020.06.05	Yes
221	E-908	IBPS REST ROOM ELECTRICAL PLAN	2020.06.05	Yes
222	E-909	IBPS LIGHTING PLAN	2020.06.05	Yes
223	E-910	IBPS PANEL AND FIXTURE SCHEDULE AND IO LIST	2020.06.05	Yes
224	E-911	IBPS TITLE 24 SHEETS SHEET 1 OF 2	2020.06.05	Yes
225	E-912	IBPS TITLE 24 SHEETS SHEET 2 OF 2	2020.06.05	Yes
226	E-913	DUCT BANK SECTIONS	2020.06.05	Yes
INSTRUMENTATION				
227	I-001	"LEGEND, SYMBOLS AND ABBREVIATIONS 1"	2020.06.05	Yes
228	I-002	"LEGEND, SYMBOLS AND ABBREVIATIONS 2"	2020.06.05	Yes
229	I-003	"LEGEND, SYMBOLS AND ABBREVIATIONS 3"	2020.06.05	Yes
230	I-004	PID - PLANT INFLUENT FLOW	2020.06.05	Yes
231	I-005	PID - MF AUTOSTRAINERS	2020.06.05	Yes
232	I-006	PFD - MF SYSTEM	2020.06.05	Yes
233	I-007	PID - MF UNIT DETAIL (TYPICAL OF 2)	2020.06.05	Yes
234	I-008	MF CIP SYSTEM	2020.06.05	Yes

City of Escondido MFRO for Agriculture				
GMP2				
DRAWING LOG				
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP2
235	I-009	MEMBRANE BLOWERS	2020.06.05	Yes
236	I-010	PID - MF BACKWASH PUMP STATION	2020.06.05	Yes
236A	I-011	PID - RO TRANSFER PUMPS	2020.06.15	Yes
237	I-012	PID - RO FEED PRETREATMENT	2020.06.05	Yes
238	I-013	PID - RO SYSTEM OVERVIEW	2020.06.05	Yes
239	I-014	PID - RO UNIT 1 DETAIL 1 RO FEED PUMP - TYPICAL OF FOUR	2020.06.05	Yes
240	I-015	PID - RO UNIT 1 DETAIL 2 RO VESSELS - TYPICAL OF FOUR	2020.06.05	Yes
241	I-016	PID - RO UNIT 1 DETAIL 3 RO PERMEATE	2020.06.05	Yes
242	I-017	PID - RO UNIT 1 DETAIL 4 RO CONCENTRATE - TYPICAL OF FOUR	2020.06.05	Yes
243	I-018	PID - RO FLUSH PUMP STATION	2020.06.05	Yes
244	I-019	PID - PRODUCT WATER STORAGE	2020.06.05	Yes
245	I-020	PID - PRODUCT WATER PUMP STATION	2020.06.05	Yes
246	I-021	PID - SURGE CONTROL SYSTEM	2020.06.05	Yes
247	I-022	PID - RO CLEAN IN PLACE SYSTEM	2020.06.05	Yes
248	I-023	PID - COMPRESSED AIR SYSTEM	2020.06.05	Yes
249	I-024	PID - SODIUM HYPOCHLORITE STORAGE TANK	2020.06.05	Yes
250	I-025	PID - SODIUM HYPOCHLORITE FEED SYSTEM - SHEET 1 OF 2	2020.06.05	Yes
251	I-026	PID - SODIUM HYPOCHLORITE FEED SYSTEM - SHEET 2 OF 2	2020.06.05	Yes
252	I-027	PID - LIQUID AMMONIUM SULFATE STORAGE TANK	2020.06.05	Yes
253	I-028	PID - LIQUID AMMONIUM SULFATE FEED SYSTEM - SHEET 1 OF 2	2020.06.05	Yes
254	I-029	PID - LIQUID AMMONIUM SULFATE FEED SYSTEM - SHEET 2 OF 2	2020.06.05	Yes
255	I-030	PID - SULFURIC ACID STORAGE TANK	2020.06.05	Yes
256	I-031	PID - SULFURIC ACID FEED SYSTEM	2020.06.05	Yes
257	I-032	PID - SULFURIC ACID FEED SYSTEM	2020.06.05	Yes
258	I-033	PID - SULFURIC ACID FEED SYSTEM	2020.06.05	Yes
259	I-034	PID - SODIUM BISULFITE STORAGE TANK	2020.06.05	Yes
260	I-035	PID - SODIUM BISULFITE FEED SYSTEM - SHEET 1 OF 2	2020.06.05	Yes
261	I-036	PID - SODIUM BISULFITE FEED SYSTEM - SHEET 2 OF 2	2020.06.05	Yes
262	I-037	PID - ANTISCALANT STORAGE TANK	2020.06.05	Yes
263	I-038	PID - ANTISCALANT FEED SYSTEM	2020.06.05	Yes
264	I-039	PID - SODIUM HYDROXIDE STORAGE TANK	2020.06.05	Yes
265	I-040	PID - SODIUM HYDROXIDE FEED SYSTEM	2020.06.05	Yes
266	I-041	SODIUM HYDROXIDE TRANSFER PUMPS	2020.06.05	Yes
267	I-042	PID - CITRIC ACID STORAGE	2020.06.05	Yes
268	I-043	PID - CITRIC ACID FEED SYSTEM	2020.06.05	Yes
269	I-044	PID - ENGINE GENERATOR	2020.06.05	Yes
270	I-050	NETWORK DIAGRAM 1	2020.06.05	Yes
271	I-051	NETWORK DIAGRAM 2	2020.06.05	Yes
272	I-052	MFRO FIBER OPTIC BLOCK DIAGRAM	2020.06.05	Yes
273	I-060	INSTALLATION DETAILS 1	2020.06.05	Yes
274	I-061	INSTALLATION DETAILS 2	2020.06.05	Yes
275	I-065	PANEL EXTERIOR ELEVATION	2020.06.05	Yes
276	I-066	PANEL BACKPLANE ELEVATION	2020.06.05	Yes
277	I-067	PANEL LAYOUT 2	2020.06.05	Yes
278	I-068	PANEL LAYOUT 3	2020.06.05	Yes
279	I-900	PID - INTERMEDIATE BOOSTER PUMP STATION	2020.06.05	Yes
280	I-901	PID - IBPS ENGINE GENERATOR	2020.06.05	Yes

City of Escondido MFRO for Agriculture			
GMP2			
SPECIFICATION LOG			
SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP2
	<b>Div 01 - General Requirements</b>		
01110	Summary of Work	2020-06-05	Yes
01140	Work Restrictions and Constraints	2020-06-05	Yes
01150	State Revolving Funds Requirements	2020-06-05	Yes
01160	Warranties	2020-06-05	Yes
01300	Submittals	2020-06-05	Yes
01310	Construction Progress Schedule	2020-06-05	Yes
01380	Construction Videotapes and Photographs	2020-06-05	Yes
01400	Quality Control	2020-06-05	Yes
01450	Structural Tests and Special Inspections	2020-06-05	Yes
01500	Temporary Facilities and Controls	2020-06-05	Yes
01504	Disinfection and Tie-ins for Pipelines	2020-06-05	Yes
01530	Temporary Right-of-Way Encroachment	2020-06-05	Yes
01560	Temporary Environmental Controls and Constraints	2020-06-05	Yes
01610	General Equipment Stipulations	2020-06-05	Yes
01611	Meteorological and Seismic Design Criteria	2020-06-05	Yes
01612	Product Delivery Requirements	2020-06-05	Yes
01614	Product Storage and Handling Requirements	2020-06-05	Yes
01615	Equipment and Valve Identification	2020-06-05	Yes
01620	Equipment Schedule	2020-06-05	Yes
01630	Pipeline Schedule	2020-06-05	Yes
01650	Commissioning	2020-06-05	Yes
01820	Demonstration and Training	2020-06-05	Yes
01900	Design Requirements for Non-Structural Components and Non-Building Structures	2020-06-05	Yes
	<b>Div 02- Site Work</b>		
02050	Demolition	2020-06-05	Yes
02200	Excavation and Fill for Structures	2020-06-05	Yes
02202	Trenching and Backfilling	2020-06-05	Yes
02204	Storm Water Management Systems	2020-06-05	Yes
02512	Asphalt Concrete Paving	2020-06-05	Yes
02522	Concrete Sidewalk, Curb, and Gutter	2020-06-05	Yes
02605	Sanitary Utility Sewerage Manholes, Frames and Covers	2020-06-05	Yes
02619	Reinforced Concrete Pipe	2020-06-05	Yes
02628	Polyvinyl Chloride (PVC) Sewer Pipe	2020-06-05	Yes
02630	Polyvinyl Chloride (PVC) Pressure Pipe	2020-06-05	Yes
02702	Sewer Pipe Installation and Testing	2020-06-05	Yes
02820	Chain Link Fence and Gates	2020-06-05	Yes
02825	Ornamental Fencing and Gates	2020-06-05	Yes
02829	Swing Gate Operator	2020-06-05	Yes
02813	Irrigation Systems	2020-06-05	Yes
02837	Slide Gate Operator	2020-06-05	Yes
02900	Landscaping	2020-06-05	Yes
	<b>Div 03 - Concrete</b>		
03100	Concrete Formwork	2020-06-05	Yes
03200	Concrete Reinforcement	2020-06-05	Yes
03300	Cast-in-place Concrete	2020-06-05	Yes
03480	Precast Reinforced Concrete Vaults	2020-06-05	Yes
03600	Grouting	2020-06-05	Yes
	<b>Div 04 - Masonry</b>		
04200	Masonry	2020-06-05	Yes
04815	Glass Unit Masonry Assemblies	2020-06-05	Yes
	<b>Div 05 - Metals</b>		
05100	Structural Metal Framing	2020-06-05	Yes
05210	Open Web Steel Joists	2020-06-05	Yes

City of Escondido MFRO for Agriculture			
GMP2			
SPECIFICATION LOG			
SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP2
05310	Steel Roof Deck	2020-06-05	Yes
05400	Cold-formed Metal Framing	2020-06-05	Yes
05500	Metal Fabrications	2020-06-05	Yes
05502	Anchorage in Concrete and Masonry	2020-06-05	Yes
05505	Miscellaneous Metalwork	2020-06-05	Yes
05520	Handrailing, Guardrailing, and Ladders	2020-06-05	Yes
05530	Gratings and Cover Plates	2020-06-05	Yes
05910	Hot Dip Galvanizing	2020-06-05	Yes
	<b>Div 06 - Wood and Plastic</b>		
06416	Plastic Laminate Clad Architectural Cabinetry	2020-06-05	Yes
06600	Fiberglass Reinforced Gratings	2020-06-05	Yes
06620	Fiberglass Reinforced Products and Fabrications	2020-06-05	Yes
	<b>Div 07 - Thermal and Moisture Protection</b>		
07200	Thermal Insulation	2020-06-05	Yes
07400	Metal Roofing Panels	2020-06-05	Yes
07600	Flashing and Sheet Metal	2020-06-05	Yes
07720	Roof Accessories	2020-06-05	Yes
07840	Firestopping	2020-06-05	Yes
07900	Joint Sealants	2020-06-05	Yes
	<b>Div 08 - Doors and Windows</b>		
08110	Steel Doors and Frames	2020-06-05	Yes
08331	Overhead Coiling Aluminum Doors	2020-06-05	Yes
08510	Metal Windows	2020-06-05	Yes
08700	Door Hardware	2020-06-05	Yes
08800	Glass and Glazing	2020-06-05	Yes
	<b>Div 09 - Finishes</b>		
09250	Gypsum Wallboard	2020-06-05	Yes
09310	Ceramic Tile	2020-06-05	Yes
09510	Suspended Acoustical Ceilings	2020-06-05	Yes
09660	Resilient Floor Coverings	2020-06-05	Yes
09880	Corrosion Protection Lining Systems	2020-06-05	Yes
09920	Architectural Painting	2020-06-05	Yes
09940	Protective Coatings	2020-06-05	Yes
09960	Graffiti Protective Coating	2020-06-05	Yes
	<b>Div 10 - Specialties</b>		
10200	Louvers and Vents	2020-06-05	Yes
10400	Identifying Devices	2020-06-05	Yes
10510	Metal Lockers	2020-06-05	Yes
10800	Toilet Accessories	2020-06-05	Yes
10990	Miscellaneous Specialties	2020-06-05	Yes
	<b>Div 11 - Equipment</b>		
11002	Rigid Equipment Mounts	2020-06-05	Yes
11005	Machine Alignment	2020-06-05	Yes
11060	Equipment Installation	2020-06-05	Yes
11115	Horizontal End Suction Centrifugal Pumps	2020-06-05	Yes
11140	Vertical Diffusion Vane Pumps	2020-06-05	Yes
11145	Custom Engineered Vertical Diffusion Vane Pumps	2020-06-05	Yes
11532	Inline Static Mixers	2020-06-05	Yes
11625	Positive Displacement Blowers	2020-06-05	Yes
11630	Compressed Air Equipment – Base Mounted Compressors	2020-06-05	Yes
11727	Liquid Chemical Feed System	2020-06-05	Yes
11910	MFRO Facility - Outdoor Standby Generator	2020-06-05	Yes
11920	IBPS - Indoor Standby Generator	2020-06-05	Yes
	<b>Div 12 - Furnishings</b>		

City of Escondido MFRO for Agriculture			
GMP2			
SPECIFICATION LOG			
SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP2
12510	Office Furniture	2020-06-05	Yes
12625	Laboratory Furniture	2020-06-05	Yes
	<b>Div 13 - Special Construction</b>		
13025	Reverse Osmosis System	2020-06-05	Yes
13030	Membrane Filtration	2020-06-05	Yes
13110	Corrosion Protection for Pipelines	2020-06-05	Yes
13122	Metal Building Systems	2020-06-05	Yes
13190	Fiberglass Reinforced Plastic Chemical Storage Tanks	2020-06-05	Yes
13192	Steel Chemical Storage Tanks	2020-06-05	Yes
13197	Glass Coated, Bolted Steel Water Storage Tank	2020-06-05	Yes
13500	Instrumentation and Control System	2020-06-05	Yes
13530	Programmable Logic Controllers	2020-06-05	Yes
13540	Process Control Descriptions	2020-06-05	Yes
13560	Instrument Index	2020-06-05	Yes
13561	Panel Mounted Instruments	2020-06-05	Yes
13562	Flow Instruments	2020-06-05	Yes
13563	Pressure and Level Instruments	2020-06-05	Yes
13564	Process Analytical Instruments	2020-06-05	Yes
13565	Temperature Instruments	2020-06-05	Yes
13566	Miscellaneous Instruments	2020-06-05	Yes
13570	Panels, Consoles, and Appurtenances	2020-06-05	Yes
13590	Network Systems	2020-06-05	Yes
13591	Metallic and Fiber Optic Communication Cables and Connectors	2020-06-05	Yes
13755	Cleaning and Disinfection of Structures	2020-06-05	Yes
13800	Surge Control System	2020-06-05	Yes
13930	Fire-Suppression Sprinkler Systems	2020-06-05	Yes
	<b>Div 14 - Conveyance Systems</b>		
14503	Electric Fork Lift	2020-06-05	Yes
14641	Portable Gantry Cranes	2020-06-05	Yes
14504	Scissor Lift	2020-06-05	Yes
	<b>Div 15 - Mechanical</b>		
15010	Valve Installation	2020-06-05	Yes
15020	Miscellaneous Piping and Pipe Accessories Installation	2020-06-05	Yes
15050	Basic Mechanical Building Systems Materials and Methods	2020-06-05	Yes
15060	Miscellaneous Piping and Pipe Accessories	2020-06-05	Yes
15061	Ductile Iron Pipe	2020-06-05	Yes
15064	Stainless Steel Pipe and Alloy Pipe, Tubing, and Accessories	2020-06-05	Yes
15065	Miscellaneous Steel Pipe, Tubing, and Accessories	2020-06-05	Yes
15067	Plastic Process Pipe, Tubing, and Accessories	2020-06-05	Yes
15069	Cast Iron Soil Pipe	2020-06-05	Yes
15070	Copper Tubing and Accessories	2020-06-05	Yes
15091	Ball Valves	2020-06-05	Yes
15092	Industrial Butterfly Valves	2020-06-05	Yes
15093	Check Valves	2020-06-05	Yes
15094	Backflow Preventers	2020-06-05	Yes
15095	Solenoid Valves	2020-06-05	Yes
15096	Globe Valves	2020-06-05	Yes
15099	Pressure Reducing Valves	2020-06-05	Yes
15101	AWWA Butterfly Valves	2020-06-05	Yes
15104	Resilient-Seated Gate Valves	2020-06-05	Yes
15106	Flow Control Valves	2020-06-05	Yes
15108	Air Valves	2020-06-05	Yes
15130	Pressure Gauges	2020-06-05	Yes
15140	Pipe Supports	2020-06-05	Yes

City of Escondido MFRO for Agriculture			
GMP2			
SPECIFICATION LOG			
SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP2
15150	Water Meters	2020-06-05	Yes
15180	Valve Actuators	2020-06-05	Yes
15200	Valve Schedule	2020-06-05	Yes
15210	Process Piping Electrical Resistance Heat Tracing and Insulation	2020-06-05	Yes
15250	Mechanical Insulation	2020-06-05	Yes
15400	Plumbing	2020-06-05	Yes
15495	Automatic Strainer	2020-06-05	Yes
15650	Refrigeration Systems	2020-06-05	Yes
15880	Air Distribution Systems	2020-06-05	Yes
15955	Building Systems Controls	2020-06-05	Yes
15990	Testing, Adjusting, and Balancing	2020-06-05	Yes
	<b>Div 16 - Electrical</b>		
16050	Electrical	2020-06-05	Yes
16069	Active Harmonic Filter	2020-06-05	Yes
16100	Electrical Equipment Installation	2020-06-05	Yes
16150	Adjustable Frequency Drives	2020-06-05	Yes
16220	Common Motor Requirements for Process Equipment	2020-06-05	Yes
16260	Automatic Transfer Switch	2020-06-05	Yes
16346	Low Voltage Switchgear	2020-06-05	Yes
16480	600 Volt Class Motor Control Centers	2020-06-05	Yes
16721	Fire Detection and Alarm System	2020-06-05	Yes
16725	Electronic Security Systems	2020-06-05	Yes
16754	IBPS - Low Voltage Electrical Service and Distribution	2020-06-05	Yes
16900	Photo Voltaic System	2020-06-05	Yes
	<b>ATTACHEMENTS</b>		
A	Att-A.-Escondido-Design-Standards	2020-06-05	Yes
B	Att-B.-Escondido-Approved-Materials-List	2020-06-05	Yes
C	Att-C.-MFRO-Site-Geotech-Report	2020-06-05	Yes
D	Att-D.-MFRO-Pipeline-Geotech-Report	2020-06-05	Yes
E	Att-E.-IBPS-Geotech-Report	2020-06-05	Yes
F	Att-F.-CEQA-IS-MND	2020-06-05	Yes
G	Att-G.-HazMat-Report	2020-06-05	Yes
H	Att-H.-Bridge-Crossing-Evaluation	2020-06-05	Yes
I	Att-I.-As-built-Info-for-Fiber-Install	2020-06-05	Yes
J	Att-J.-MFRO-SWQMP	2020-06-05	Yes
K	Att-K.-IBPS-SWQMP	2020-06-05	Yes





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax	
1	01.			Concrete																			
2		05		Plant Sitewide																			
3			03.3000	Concrete Survey and Supervision																			
4				Concrete Survey and Supervision																			
5				Carpenter #1	250.00	day	163,260	653 /day	R&M CP JM	8.000 mh / day	2,000	81.63	163,260										
6				Laborer #1	50.00	day	30,944	619 /day	R&M LB JM	8.000 mh / day	400	77.36	30,944										
7				Pickup #1 Day	250.00	day	38,760	155 /day	R&M Pickup									155.04	38,760				
8				Tools #1 Day	250.00	day	6,840	27 /day	R&M Tools									27.36	6,840				
9			05.3000	Pressure Reducing SOG																			
10				Pressure Reducing SOG																			
11				Fine Grade - Mat Slab	350.00	sf	383	1 /sf	03-Lbr1	70.000 sf / mh	5	76.53	383										
12				Class II Base Bedding - Mat Foundation	12.96	cy	656	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	3	77.36	201	14.00	327			39.90	103			25	
13				Class II Base Bedding Rollup	12.96	cy																	
14				Edge Forms for Mat Foundation - forms used 2 times or more	78.00	sf	1,040	13 /sf	03-Crp1	7.692 sf / mh	10	81.63	828	2.40	197							15	
15				Screeds SOG	350.00	sf	365	1 /sf	03-CP 01	80.000 sf / mh	4	81.63	357	0.02	7							1	
16				Oil SOG Form	78.00	sf	11	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	7	0.04	3							0	
17				Chamfer - Foundation & Slab Forms	78.00	lf	176	2 /lf	03-CP 01	0.024 mh / lf	2	81.63	151	0.30	23							2	
18				Set Anchor Bolts 4 Set	4.00	ea	642	160 /ea	03-CP02LB01	2.000 mh / ea	8	80.21	642										
19				Non Shrink Grout	4.00	cf	151	38 /cf						35.00	140							11	
20				Grout Bearing Plates	4.00	ea	321	80 /ea	03-CP02LB01	1.000 ea / mh	4	80.21	321										
21				Anchor Bolt Blk Generic	1.00	ea	16	16 /ea						15.00	15							1	
22				Slab Anchors Installed	1.00	ea	32	32 /ea	03-CP 01	0.393 mh / ea	0	81.63	32										
23				Drill and Epoxy Rebar	25.00	ea	570	23 /ea	03-CP 01	6.667 ea / mh	4	81.63	306	9.50	238			0.30	8			18	
24				4000 psi Concrete	14.26	cy	2,397	168 /cy						156.02	2,225							172	
25				Place Matt Foundation < 20 cyds	14.26	cy	524	37 /cy	03-Lbr1	0.480 mh / cy	7	76.53	524										
26				Concrete Vibrator	14.26	cy	36	3 /cy										2.50	36				
27				Finish- Hard Trowel - Mat Foundation	350.00	sf	477	1 /sf	03-CM04 eqsm1	75.988 sf / mh	5	78.63	362	0.20	70			39.90	40			5	
28				Cure - Filanc Generic - Mat Foundation	428.00	sf	151	0 /sf	03-CM 01	350.000 sf / mh	1	78.63	96	0.12	51								4
29				Seal Floors - Mat Foundation	350.00	sf	98	0 /sf	03-CM 01	0.003 mh / sf	1	78.63	79	0.05	18								1
30				Concrete Crane - Pouring Crane	2.64	mh	993	377 /mh	01-Crane Crawl 100		3	97.53	257	5.00	13			273.60	722			1	
31				Concrete Pump 52 Meter (170') Boom Straight Time	14.26	cy	238	17 /cy								350.00	200			2.50		36	
32				Slab Concrete Rollup	14.26	cy																	
33				All Concrete Rollup	14.26	cy																	
34				Slab Horizontal Square Footage Rollup	350.00	sf																	
35			50.3000	MFRO Switchgear SOG																			
36				Fine Grade - Mat Slab	96.00	sf	105	1 /sf	03-Lbr1	70.000 sf / mh	1	76.53	105										
37				Class II Base Bedding - Mat Foundation	3.56	cy	180	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	55	14.00	90			39.90	28			7	
38				Class II Base Bedding Rollup	3.56	cy																	
39				Edge Forms for Mat Foundation - forms used 2 times or more	40.00	sf	1,088	27 /sf	03-Crp1	4.000 sf / mh	10	81.63	816	6.00	252							20	
40				Screeds SOG	96.00	sf	100	1 /sf	03-CP 01	80.000 sf / mh	1	81.63	98	0.02	2							0	
41				Oil SOG Form	40.00	sf	5	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	4	0.04	2							0	
42				Chamfer - Foundation & Slab Forms	40.00	lf	90	2 /lf	03-CP 01	0.024 mh / lf	1	81.63	77	0.30	12							1	
43				Set Anchor Bolts 4 Set	2.00	ea	321	160 /ea	03-CP02LB01	2.000 mh / ea	4	80.21	321										
44				Non Shrink Grout	2.00	cf	75	38 /cf						35.00	70							5	
45				Grout Bearing Plates	2.00	ea	160	80 /ea	03-CP02LB01	1.000 ea / mh	2	80.21	160										
46				4000 psi Concrete	3.91	cy	657	168 /cy						156.02	610							47	
47				Place Matt Foundation < 20 cyds	3.91	cy	144	37 /cy	03-Lbr1	0.480 mh / cy	2	76.53	144										
48				Concrete Vibrator	3.91	cy	10	3 /cy										2.50	10				
49				Finish- Hard Trowel - Mat Foundation	96.00	sf	283	3 /sf	03-CM04 eqsm1	30.000 sf / mh	3	78.63	252	0.20	19			39.90	11			1	
50				Cure - Filanc Generic - Mat Foundation	136.00	sf	48	0 /sf	03-CM 01	350.000 sf / mh	0	78.63	31	0.12	16							1	
51				Seal Floors - Mat Foundation	96.00	sf	27	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	22	0.05	5							0	
52				Concrete Crane - Pouring Crane	0.72	mh	273	377 /mh	01-Crane Crawl 100		1	97.53	71	5.00	4			273.60	198			0	
53				Concrete Pump 52 Meter (170') Boom Straight Time	3.91	cy	65	17 /cy								350.00	55			2.50		10	
54				Slab Concrete Rollup	3.91	cy																	
55				All Concrete Rollup	3.91	cy																	
56				Slab Horizontal Square Footage Rollup	96.00	sf																	
57			50.3010	MFRO Substation SOG																			
58				Fine Grade - Mat Slab	150.00	sf	164	1 /sf	03-Lbr1	70.000 sf / mh	2	76.53	164										
59				Class II Base Bedding - Mat Foundation	5.56	cy	281	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	86	14.00	140			39.90	44			11	
60				Class II Base Bedding Rollup	5.56	cy																	
61				Edge Forms for Mat Foundation - forms used 2 times or more	50.00	sf	1,360	27 /sf	03-Crp1	4.000 sf / mh	13	81.63	1,020	6.00	315							24	
62				Screeds SOG	150.00	sf	156	1 /sf	03-CP 01	80.000 sf / mh	2	81.63	153	0.02	3							0	
63				Oil SOG Form	50.00	sf	7	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	5	0.04	2							0	
64				Chamfer - Foundation & Slab Forms	50.00	lf	113	2 /lf	03-CP 01	0.024 mh / lf	1	81.63	97	0.30	15							1	
65				4000 psi Concrete	6.11	cy	1,027	168 /cy						156.02	953							74	
66				Place Matt Foundation < 20 cyds	6.11	cy	224	37 /cy	03-Lbr1	0.480 mh / cy	3	76.53	224										
67				Concrete Vibrator	6.11	cy	15	3 /cy										2.50	15				
68				Finish- Hard Trowel - Mat Foundation	150.00	sf	344	2 /sf	03-CM04 eqsm1	40.000 sf / mh	4	78.63	295	0.20	30			39.90	17			2	
69				Cure - Filanc Generic - Mat Foundation	200.00	sf	71	0 /sf	03-CM 01	350.000 sf / mh	1	78.63	45	0.12	24							2	
70				Seal Floors - Mat Foundation	150.00	sf	42	0 /sf	03-CM 01	0.003 mh / sf	0												



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
90				Finish- Hard Trowel - Mat Foundation	100.00	sf	230	2 /sf	03-CM04 eqsm1	40.000 sf / mh	3	78.63	197	0.20	20			39.90	11			2	
91				Cure - Filanc Generic - Mat Foundation	158.00	sf	56	0 /sf	03-CM 01	350.000 sf / mh	0	78.63	36	0.12	19								1
92				Seal Floors - Mat Foundation	100.00	sf	28	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	22	0.05	5								0
93				Concrete Crane - Pouring Crane	0.75	mh	284	377 /mh	01-Crane Crawl 100		1	97.53	74	5.00	4			273.60	206			0	
94				Concrete Pump 52 Meter (170') Boom Straight Time	4.07	cy	68	17 /cy									350.00	57			2.50	10	
95				<b>Slab Concrete Rollup</b>	<b>4.07</b>	<b>cy</b>		<b>/cy</b>															
96				<b>All Concrete Rollup</b>	<b>4.07</b>	<b>cy</b>		<b>/cy</b>															
97				<b>Slab Horizontal Square Footage Rollup</b>	<b>100.00</b>	<b>sf</b>		<b>/sf</b>															
98	10			MFRO Process Building (Inc Electrical & Chemical)																			
99			10.3000	Building SOG																			
100				MFRO Building SOG																			
101				Fine Grade - Slab	28,925.00	sf	31,623	1 /sf	03-Lbr1	70.000 sf / mh	413	76.53	31,623										
102				Class II Base Bedding - S-O-G	1,071.30	cy	66,680	62 /cy	03-Lbr1 eqsm1	5.000 cy / ch	214	77.36	16,575	20.00	38,567			39.90	8,549			2,989	
103				<b>Class II Base Bedding Rollup</b>	<b>956.14</b>	<b>cy</b>		<b>/cy</b>															
104				S.O.G. Depression Form Easy	64.00	sf	692	11 /sf	03-CP01 eqsm1	0.097 mh / sf	6	81.63	508	2.40	154			39.90	18			12	
105				Edge Forms for S.O.G.	1,607.40	sf	27,908	17 /sf	03-CP01 eqsm1	0.130 mh / sf	209	81.63	17,058	6.00	9,644			39.90	458			747	
106				Oil SOG Form	2,619.20	sf	357	0 /sf	03-CP 01	0.001 mh / sf	3	81.63	244	0.04	105							8	
107				Screeds for Concrete - SOG	28,925.00	sf	24,235	1 /sf	03-CP 01	100.000 sf / mh	289	81.63	23,611	0.02	579								45
108				Rebar Template - C.M.U. Footing	1,050.00	lf	9,077	9 /lf	03-CP 01	10.417 lf / mh	101	81.63	8,228	0.75	788								61
109				Chamfer - Foundation & Slab Forms	705.00	lf	1,591	2 /lf	03-CP 01	0.024 mh / lf	17	81.63	1,363	0.30	212								16
110				6 Mil. Vapor Barrier	28,925.00	sf	15,102	1 /sf	03-CP 01	0.006 mh / sf	174	81.63	14,167	0.03	868								67
111				Set Anchor Bolts 4 Set	16.00	ea	2,567	160 /ea	03-CP02LB01	2.000 mh / ea	32	80.21	2,567										
112				Non Shrink Grout	16.00	cf	603	38 /cf						35.00	560								43
113				Grout Bearing Plates	16.00	ea	1,283	80 /ea	03-CP02LB01	1.000 ea / mh	16	80.21	1,283		450								35
114				Anchor Bolt Blk Generic	30.00	ea	485	16 /ea						15.00	450								35
115				Slab Anchors Installed	30.00	ea	962	32 /ea	03-CP 01	0.393 mh / ea	12	81.63	962										
116				Asphalt Sheets 1/2in	91.00	sf	1,277	14 /sf	03-CP01 eqsm1	0.132 mh / sf	12	81.63	977	2.00	182			39.90	104				14
117				Construction Joint Forms < 1ft - SOG	947.80	sf	28,245	30 /sf	03-CP01 eqsm1	3.125 sf / mh	303	81.63	24,758	3.00	2,986			39.90	270				231
118				Sealant at Expansion Joint	130.00	lf	1,677	13 /lf	03-CP01 eqsm1	0.111 mh / lf	14	81.63	1,179	2.50	325			39.90	148				25
119				Sealant at Control Joint	1,354.00	lf	17,472	13 /lf	03-CP01 eqsm1	9.000 lf / mh	150	81.63	12,281	2.50	3,385			39.90	1,544				262
120				Drill and Epoxy Rebar	100.00	ea	5,135	51 /ea	03-CP 01	2.000 ea / mh	50	81.63	4,082	9.50	950			0.30	30				74
121				4000 psi Concrete	1,425.00	cy	239,553	168 /cy						156.02	222,323								17,230
122				Place Slab on Grade < 20 cyds	1,425.00	cy	52,347	37 /cy	03-Lbr1	2.083 cy / mh	684	76.53	52,347										
123				Concrete Vibrator	1,425.00	cy	3,563	3 /cy										2.50	3,563				
124				Finish- Hard Trowel	28,925.00	sf	66,390	2 /sf	03-CM04 eqsm1	40.000 sf / mh	723	78.63	56,859	0.20	5,785			39.90	3,297				448
125				Sandblasting - Slabs	1,500.00	sf	3,672	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	31	77.36	2,417	0.30	450			39.90	770				35
126				Cure - Filanc Generic	31,544.20	sf	11,165	0 /sf	03-CM 01	350.000 sf / mh	90	78.63	7,087	0.12	3,785								293
127				Seal Floors	28,925.00	sf	8,063	0 /sf	03-CM 01	0.003 mh / sf	83	78.63	6,505	0.05	1,446								112
128				Waterstop Bulb PVC - Labor Only	1,354.00	lf	10,801	8 /lf	03-CM03 eqsm1	0.100 mh / lf	135	78.63	10,647					39.90	155				
129				Waterstop Bulb PVC - Material Only	1,354.00	lf	7,295	5 /lf						5.00	6,770								525
130				Concrete Crane - Pouring Crane/Support/Rebar/Forms	640.00	mh	240,971	377 /mh	01-Crane Crawl 100		640	97.53	62,419	5.00	3,200			273.60	175,104				248
131				Concrete Pump 52 Meter (170') Boom Straight Time	1,425.00	cy	23,789	17 /cy									350.00	19,950			2.50	3,563	276
132				<b>Slab Concrete Rollup</b>	<b>1,099.56</b>	<b>cy</b>		<b>/cy</b>															
133				<b>All Concrete Rollup</b>	<b>1,099.56</b>	<b>cy</b>		<b>/cy</b>															
134				<b>Slab Horizontal Square Footage Rollup</b>	<b>28,925.00</b>	<b>sf</b>		<b>/sf</b>															
135			10.3012	MFRO Building Column Foundations																			
136				Fine Grade - Mat Slab	1,568.00	sf	632	0 /sf	03-Lbr1	190.000 sf / mh	8	76.53	632										
137				Class II Base Bedding - Mat Foundation	58.07	cy	2,939	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	12	77.36	899	14.00	1,463			39.90	463				113
138				<b>Class II Base Bedding Rollup</b>	<b>58.07</b>	<b>cy</b>		<b>/cy</b>															
139				Edge Forms for Mat Foundation - forms used 2 times or more	1,344.00	sf	23,386	17 /sf	03-Crp1	7.692 sf / mh	175	81.63	14,262	6.00	8,467								656
140				Screeds SOG	1,568.00	sf	1,634	1 /sf	03-CP 01	80.000 sf / mh	20	81.63	1,600	0.02	31								2
141				Oil SOG Form	1,344.00	sf	183	0 /sf	03-CP 01	0.001 mh / sf	2	81.63	125	0.04	54								4
142				Chamfer - Foundation & Slab Forms	896.00	lf	2,022	2 /lf	03-CP 01	0.024 mh / lf	21	81.63	1,732	0.30	269								21
143				4000 psi Concrete	95.82	cy	16,108	168 /cy						156.02	14,950								1,159
144				Place Matt Foundation < 20 cyds	95.82	cy	3,520	37 /cy	03-Lbr1	0.480 mh / cy	46	76.53	3,520										
145				Concrete Vibrator	95.82	cy	240	3 /cy									2.50	240					
146				Finish- Hard Trowel - Mat Foundation	1,568.00	sf	2,139	1 /sf	03-CM04 eqsm1	75.988 sf / mh	21	78.63	1,623	0.20	314			39.90	179				24
147				Sandblasting - Slabs	1,568.00	sf	3,838	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	33	77.36	2,527	0.30	470			39.90	805				36
148				Cure - Filanc Generic - Mat Foundation	2,912.00	sf	1,031	0 /sf	03-CM 01	350.000 sf / mh	8	78.63	654	0.12	349								27
149				Seal Floors - Mat Foundation	1,568.00	sf	437	0 /sf	03-CM 01	0.003 mh / sf	4	78.63	353	0.05	78								6
150				Concrete Crane - Pouring Crane	17.73	mh	6,675	377 /mh	01-Crane Crawl 100		18	97.53	1,729	5.00	89			273.60	4,850				7
151				Concrete Pump 52 Meter (170') Boom Straight Time	95.82	cy	1,600	17 /cy									350.00	1,342			2.50	240	19
152																							







City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
350				Keyway for Horizontal Construction Joints - Walls	167.00	lf	755	5 /lf	03-CP 01	0.045 mh / lf	8	81.63	613	0.75	132							10
351				Chamfer - Wall	16.00	lf	25	2 /lf	03-CP 01	0.015 mh / lf	0	81.63	20	0.30	5							0
352				Anchor Bolt Blk Generic	56.00	ea	905	16 /ea						15.00	840							65
353				Wall Anchors Installed	56.00	ea	9,143	163 /ea	03-CP 01	2.000 mh / ea	112	81.63	9,143									
354				4000 psi Concrete	63.71	cy	10,710	168 /cy						156.02	9,939							770
355				Place Walls > 20 cyds	63.71	cy	2,194	34 /cy	03-Lbr1	0.450 mh / cy	29	76.53	2,194									
356				Concrete Vibrator	63.71	cy	159	3 /cy										2.50	159			
357				Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections	668.00	sf	3,074	5 /sf	03-CM03 eqsm1	18.868 sf / mh	35	78.63	2,784	0.35	234			39.90	38			18
358				Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar																		
359				Sandblasting - Wall Bottoms & Top of Wall	417.50	sf	923	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	9	77.36	673	0.08	33			39.90	214			3
359				Cure - Filanc Generic	1,336.00	sf	473	0 /sf	03-CM 01	350.000 sf / mh	4	78.63	300	0.12	160							12
360				Concrete Crane - Formwork Hoisting	2.98	mh	1,123	377 /mh	01-Crane Crawl 100		3	97.53	291	5.00	15			273.60	816			1
361				Concrete Crane - Pouring Crane	11.79	mh	4,438	377 /mh	01-Crane Crawl 100		12	97.53	1,149	5.00	59			273.60	3,225			5
362				Concrete Pump 52 Meter (170') Boom Straight Time	63.71	cy	2,030	32 /cy									350.00	1,858			2.50	159
363				<b>Wall Concrete Rollup</b>	<b>63.71</b>	<b>cy</b>		<b>/cy</b>														
364				<b>All Concrete Rollup</b>	<b>63.71</b>	<b>cy</b>		<b>/cy</b>														
365				<b>Wall Contact Square Footage Rollup</b>	<b>1,336.00</b>	<b>sf</b>		<b>/sf</b>														
366				<b>Wall Summary Lineal Footage Rollup</b>	<b>167.00</b>	<b>lf</b>		<b>/lf</b>														
367				<b>Wall Summary Square Footage Rollup</b>	<b>668.00</b>	<b>sf</b>		<b>/sf</b>														
368			25.3010	<b>PW Storage Tank Equipment Pads</b>																		
369				<b>Product Water Storage Tank Equipment SOGs</b>																		
370				Fine Grade - Mat Slab	72.00	sf	79	1 /sf	03-Lbr1	70.000 sf / mh	1	76.53	79									
371				Class II Base Bedding - Mat Foundation	2.67	cy	135	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	41	14.00	67			39.90	21			5
372				<b>Class II Base Bedding Rollup</b>	<b>2.67</b>	<b>cy</b>		<b>/cy</b>														
373				Edge Forms for Mat Foundation - forms used 2 times or more	60.00	sf	1,044	17 /sf	03-Crp1	7.692 sf / mh	8	81.63	637	6.00	378							29
374				Screeds SOG	72.00	sf	75	1 /sf	03-CP 01	80.000 sf / mh	1	81.63	73	0.02	1							0
375				Oil SOG Form	60.00	sf	8	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	6	0.04	2							0
376				Chamfer - Foundation & Slab Forms	60.00	lf	135	2 /lf	03-CP 01	0.024 mh / lf	1	81.63	116	0.30	18							1
377				Set Anchor Bolts 4 Set	6.00	ea	962	160 /ea	03-CP02LB01	2.000 mh / ea	12	80.21	962									
378				Non Shrink Grout	6.00	cf	226	38 /cf						35.00	210							16
379				Grout Bearing Plates	6.00	ea	481	80 /ea	03-CP02LB01	1.000 ea / mh	6	80.21	481									
380				Anchor Bolt Blk Generic	2.00	ea	32	16 /ea						15.00	30							2
381				Slab Anchors Installed	2.00	ea	64	32 /ea	03-CP 01	0.393 mh / ea	1	81.63	64									
382				Drill and Epoxy Rebar	40.00	ea	911	23 /ea	03-CP 01	6.667 ea / mh	6	81.63	490	9.50	380			0.30	12			29
383				4000 psi Concrete	2.93	cy	493	168 /cy						156.01	458							35
384				Place Matt Foundation < 20 cyds	2.93	cy	108	37 /cy	03-Lbr1	0.480 mh / cy	1	76.53	108									
385				Concrete Vibrator	2.93	cy	7	3 /cy										2.50	7			
386				Finish- Hard Trowel - Mat Foundation	72.00	sf	165	2 /sf	03-CM04 eqsm1	40.000 sf / mh	2	78.63	142	0.20	14			39.90	8			1
387				Sandblasting - Slabs	40.00	sf	98	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	1	77.36	64	0.30	12			39.90	21			1
388				Cure - Filanc Generic - Mat Foundation	132.00	sf	47	0 /sf	03-CM 01	350.000 sf / mh	0	78.63	30	0.12	16							1
389				Seal Floors - Mat Foundation	72.00	sf	20	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	16	0.05	4							0
390				Concrete Crane - Pouring Crane	0.54	mh	204	377 /mh	01-Crane Crawl 100		1	97.53	53	5.00	3			273.60	149			0
391				Concrete Pump 52 Meter (170') Boom Straight Time	2.93	cy	49	17 /cy									350.00	41			2.50	7
392				<b>Slab Concrete Rollup</b>	<b>2.93</b>	<b>cy</b>		<b>/cy</b>														
393				<b>All Concrete Rollup</b>	<b>2.93</b>	<b>cy</b>		<b>/cy</b>														
394				<b>Slab Horizontal Square Footage Rollup</b>	<b>72.00</b>	<b>sf</b>		<b>/sf</b>														
395			25.3020	<b>PW Storage Tank Pipe Support Pads</b>																		
396				<b>Product Water Pipe Supports</b>																		
397				Class II Base Bedding - S-O-G	1.11	cy	56	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	0	77.36	17	14.00	28			39.90	9			2
398				<b>Class II Base Bedding Rollup</b>	<b>1.11</b>	<b>cy</b>		<b>/cy</b>														
399				Edge Form > 8in - Equipment Pad	50.00	sf	587	12 /sf	03-CP01LB01	7.692 sf / mh	7	79.50	517	1.25	66							5
400				Oil SOG Form	50.00	sf	7	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	5	0.04	2							0
401				Screeds for Concrete - Small Pads / Mechanical Pads	15.00	sf	33	2 /sf	03-CP 01	37.994 sf / mh	0	81.63	32	0.02	0							0
402				Chamfer - Foundation & Slab Forms	50.00	lf	113	2 /lf	03-CP 01	0.024 mh / lf	1	81.63	97	0.30	15							1
403				Set Anchor Bolts 4 Set	5.00	ea	802	160 /ea	03-CP02LB01	2.000 mh / ea	10	80.21	802									
404				Non Shrink Grout	5.00	cf	189	38 /cf						35.00	175							14
405				Grout Bearing Plates	5.00	ea	401	80 /ea	03-CP02LB01	1.000 ea / mh	5	80.21	401									
406				Anchor Bolt Blk Generic	5.00	ea	81	16 /ea						15.00	75							6
407				Slab Anchors Installed	5.00	ea	160	32 /ea	03-CP 01	0.393 mh / ea	2	81.63	160									
408				Drill and Epoxy Rebar	30.00	ea	1,541	51 /ea	03-CP 01	2.000 ea / mh	15	81.63	1,224	9.50	285			0.30	9			22
409				4000 psi Concrete	1.22	cy	205	168 /cy						156.02	191							15
410				Place Slab on Grade < 20 cyds	1.22	cy	45	37 /cy	03-Lbr1	2.083 cy / mh	1	76.53	45									
411				Concrete Vibrator	1.22	cy	3	3 /cy										2.50	3			
412				Concrete Finish Equipment Pad Rectangle/Square Medium	30.00	sf	360	12 /sf	03-CM1	0.150 mh / sf	5	78.63	354	0.20	6							0
413				Sandblasting - Slabs	30.00	sf	73	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	1	77.36	48	0.30	9			39.90	15			1
414				Cure - Filanc Generic	80.00	sf	28	0 /sf	03-CM 01	350.000 sf / mh	0	78.63	18	0.12	10							1
415				Seal Floors	30.00	sf	8	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	7	0.05	2							





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
523				Concrete Vibrator	60.96	cy	152	3 /cy										2.50	152			
524				Finish- Hard Trowel - Mat Foundation	997.50	sf	2,290	2 /sf	03-CM04 eqsm1	40.000 sf / mh	25	78.63	1,961	0.20	200			39.90	114			15
525				Sand/Water Blasting - Construction Joints	29.93	sf	73	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	1	77.36	48	0.30	9			39.90	15			1
526				Cure - Filanc Generic - Mat Foundation	1,187.03	sf	420	0 /sf	03-CM 01	350.000 sf / mh	3	78.63	267	0.12	142							11
527				Seal Floors - Mat Foundation	997.50	sf	278	0 /sf	03-CM 01	0.003 mh / sf	3	78.63	224	0.05	50							4
528				Waterstop Bulb PVC - Labor Only	19.95	lf	159	8 /lf	03-CM03 eqsm1	0.100 mh / lf	2	78.63	157					39.90	2			8
529				Waterstop Bulb PVC - Material Only	19.95	lf	107	5 /lf							100							5
530				Concrete Crane - Pouring Crane	13.30	mh	5,008	377 /mh	01-Crane Crawl 100		13	97.53	1,297	5.00	67			273.60	3,639			14
531				Concrete Pump 52 Meter (170') Boom Straight Time	74.00	cy	1,235	17 /cy									350.00	1,036			2.50	185
532				<b>Slab Concrete Rollup</b>	<b>91.67</b>	<b>cy</b>		<b>/cy</b>														
533				<b>All Concrete Rollup</b>	<b>91.67</b>	<b>cy</b>		<b>/cy</b>														
534				<b>Slab Horizontal Square Footage Rollup</b>	<b>1,500.00</b>	<b>sf</b>		<b>/sf</b>														
535				<b>35.4030 Product Water PS Pump Pads</b>																		
536																						
537				Class II Base Bedding - S-O-G	4.63	cy	288	62 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	72	20.00	167			39.90	37			13
538				<b>Class II Base Bedding Rollup</b>	<b>4.63</b>	<b>cy</b>		<b>/cy</b>														
539				Edge Form > 8in - Equipment Pad	100.00	sf	1,175	12 /sf	03-CP01LB01	7.692 sf / mh	13	79.50	1,033	1.25	131							10
540				Oil SOG Form	250.00	sf	34	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	23	0.04	10							1
541				Screeds for Concrete - Small Pads / Mechanical Pads	50.00	sf	109	2 /sf	03-CP 01	37.994 sf / mh	1	81.63	107	0.02	1							0
542				Chamfer - Foundation & Slab Forms	100.00	lf	226	2 /lf	03-CP 01	0.024 mh / lf	2	81.63	193	0.30	30							2
543				Set Anchor Bolts 4 Set	5.00	ea	802	160 /ea	03-CP02LB01	2.000 mh / ea	10	80.21	802									14
544				Non Shrink Grout	5.00	cf	189	38 /cf							175							14
545				Grout Bearing Plates	5.00	ea	401	80 /ea	03-CP02LB01	1.000 ea / mh	5	80.21	401	35.00								14
546				Construction Joint Forms < 1ft - SOG	150.00	sf	4,470	30 /sf	03-CP01 eqsm1	3.125 sf / mh	48	81.63	3,918	3.00	473			39.90	43			37
547				Drill and Epoxy Rebar	100.00	ea	5,135	51 /ea	03-CP 01	2.000 ea / mh	50	81.63	4,082	9.50	950			0.30	30			74
548				4000 psi Concrete	5.09	cy	856	168 /cy							795			156.02				62
549				Place Slab on Grade < 20 cyds	5.09	cy	187	37 /cy	03-Lbr1	2.083 cy / mh	2	76.53	187									2
550				Concrete Vibrator	5.09	cy	13	3 /cy											2.50	13		13
551				Concrete Finish Equipment Pad Rectangle/Square Medium	125.00	sf	1,501	12 /sf	03-CM1	0.150 mh / sf	19	78.63	1,474	0.20	25							2
552				Sandblasting - Slabs	125.00	sf	306	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	3	77.36	201	0.30	38			39.90	64			3
553				Cure - Filanc Generic	375.00	sf	133	0 /sf	03-CM 01	350.000 sf / mh	1	78.63	84	0.12	45							3
554				Seal Floors	125.00	sf	35	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	28	0.05	6							0
555				Concrete Crane - Pouring Crane	0.94	mh	355	377 /mh	01-Crane Crawl 100		1	97.53	92	5.00	5			273.60	258			0
556				<b>Slab Concrete Rollup</b>	<b>5.09</b>	<b>cy</b>		<b>/cy</b>														
557				<b>All Concrete Rollup</b>	<b>5.09</b>	<b>cy</b>		<b>/cy</b>														
558				<b>Slab Horizontal Square Footage Rollup</b>	<b>125.00</b>	<b>sf</b>		<b>/sf</b>														
559				<b>45 Generator</b>																		
560				<b>45.4500 Generator SOG</b>																		
561																						
562				Fine Grade - Mat Slab	90.00	sf	98	1 /sf	03-Lbr1	70.000 sf / mh	1	76.53	98									
563				Class II Base Bedding - Mat Foundation	3.33	cy	169	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	52	14.00	84			39.90	27			7
564				<b>Class II Base Bedding Rollup</b>	<b>33.33</b>	<b>cy</b>		<b>/cy</b>														
565				Edge Forms for Mat Foundation - forms used 2 times or more	45.00	sf	1,224	27 /sf	03-Crp1	4.000 sf / mh	11	81.63	918	6.00	284							22
566				Screeds SOG	90.00	sf	94	1 /sf	03-CP 01	80.000 sf / mh	1	81.63	92	0.02	2							0
567				Oil SOG Form	45.00	sf	6	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	4	0.04	2							0
568				Chamfer - Foundation & Slab Forms	15.00	lf	66	4 /lf	03-CP 01	0.050 mh / lf	1	81.63	61	0.30	5							0
569				Set Anchor Bolts 4 Set	0.20	ea	32	160 /ea	03-CP02LB01	2.000 mh / ea	0	80.21	32									1
570				Non Shrink Grout	0.20	cf	8	38 /cf							7							1
571				Grout Bearing Plates	0.20	ea	16	80 /ea	03-CP02LB01	1.000 ea / mh	0	80.21	16	35.00								1
572				4000 psi Concrete	11.00	cy	1,849	168 /cy							1,716			156.02				133
573				Place Matt Foundation < 20 cyds	11.00	cy	404	37 /cy	03-Lbr1	0.480 mh / cy	5	76.53	404									133
574				Concrete Vibrator	11.00	cy	28	3 /cy											2.50	28		133
575				Finish- Hard Trowel - Mat Foundation	90.00	sf	207	2 /sf	03-CM04 eqsm1	40.000 sf / mh	2	78.63	177	0.20	18			39.90	10			1
576				Cure - Filanc Generic - Mat Foundation	135.00	sf	48	0 /sf	03-CM 01	350.000 sf / mh	0	78.63	30	0.12	16							1
577				Seal Floors - Mat Foundation	90.00	sf	25	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	20	0.05	5							0
578				Concrete Crane - Pouring Crane	2.04	mh	766	377 /mh	01-Crane Crawl 100		2	97.53	198	5.00	10			273.60	557			1
579				Concrete Pump 52 Meter (170') Boom Straight Time	11.00	cy	184	17 /cy									350.00	154			2.50	28
580				<b>Slab Concrete Rollup</b>	<b>110.00</b>	<b>cy</b>		<b>/cy</b>														
581				<b>All Concrete Rollup</b>	<b>110.00</b>	<b>cy</b>		<b>/cy</b>														
582				<b>Slab Horizontal Square Footage Rollup</b>	<b>900.00</b>	<b>sf</b>		<b>/sf</b>														
583				<b>60 Intermediate Booster Pump Station (IBPS)</b>																		
584				<b>01.1000 IBPS Concrete Footings</b>																		
585																						
586				Fine Grade - Mat Slab	714.00	sf	781	1 /sf	03-Lbr1	70.000 sf / mh	10	76.53	781									
587				Class II Base Bedding - Mat Foundation	26.44	cy	1,338	51 /cy	03-Lbr1 eqsm1	5.000 cy / ch	5	77.36	409	14.00	666			39.90	211			52
588				<b>Class II Base Bedding Rollup</b>	<b>26.44</b>	<b>cy</b>		<b>/cy</b>														
589				Edge Forms for Mat Foundation - forms used 2 times or more	482.00	sf	8,387	17 /sf	03-Crp1	7.692 sf / mh	63	81.63	5,115	6.00	3,037							235
590				Screeds SOG	71																	









City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
786				<b>Slab Concrete Rollup</b>	<b>2.93</b>	<b>cy</b>		<b>/cy</b>														
787				<b>All Concrete Rollup</b>	<b>2.93</b>	<b>cy</b>		<b>/cy</b>														
788				<b>Slab Horizontal Square Footage Rollup</b>	<b>72.00</b>	<b>sf</b>		<b>/sf</b>														
789			01.1065	<b>IBPS Pump pads</b>																		
791				Fine Grade - Slab	144.00	sf	58	0 /sf	03-Lbr1	190.000 sf / mh	1	76.53	58									
792				Class II Base Bedding - S-O-G	5.33	cy	332	62 /cy	03-Lbr1 eqsm1	5.000 cy / ch	1	77.36	83	20.00	192			39.90	43			15
793				<b>Class II Base Bedding Rollup</b>	<b>5.33</b>	<b>cy</b>		<b>/cy</b>														
794				Equipment Pad Form > 8in	96.00	sf	701	7 /sf	03-CP01LB01	13.510 sf / mh	7	79.50	565	1.25	126							10
795				Oil SOG Form	96.00	sf	13	0 /sf	03-CP 01	0.001 mh / sf	0	81.63	9	0.04	4							0
796				Chamfer - Foundation & Slab Forms	96.00	lf	217	2 /lf	03-CP 01	0.024 mh / lf	2	81.63	186	0.30	29							2
797				Set Anchor Bolts 4 Set	4.00	ea	642	160 /ea	03-CP02LB01	2.000 mh / ea	8	80.21	642									
798				Non Shrink Grout	4.00	cf	151	38 /cf						35.00	140							11
799				Grout Bearing Plates	4.00	ea	321	80 /ea	03-CP02LB01	1.000 ea / mh	4	80.21	321									
800				Asphalt Sheets 1/2in	96.00	sf	1,347	14 /sf	03-CP01 eqsm1	0.132 mh / sf	13	81.63	1,031	2.00	192			39.90	109			15
801				Sealant at Expansion Joint	96.00	lf	1,239	13 /lf	03-CP01 eqsm1	0.111 mh / lf	11	81.63	871	2.50	240			39.90	109			19
802				4000 psi Concrete	5.87	cy	986	168 /cy						156.02	915							71
803				Place Slab on Grade < 20 cyds	5.87	cy	216	37 /cy	03-Lbr1	2.083 cy / mh	3	76.53	216									
804				Concrete Vibrator	5.87	cy	15	3 /cy										2.50	15			
805				Concrete Finish Equipment Pad Rectangle/Square Large	144.00	sf	921	6 /sf	03-CM2	0.080 mh / sf	12	78.63	906	0.10	14							1
806				Sandblasting - Slabs	144.00	sf	352	2 /sf	03-Lbr1 eqsm1	0.021 mh / sf	3	77.36	232	0.30	43			39.90	74			3
807				Cure - Filanc Generic	240.00	sf	85	0 /sf	03-CM 01	350.000 sf / mh	1	78.63	54	0.12	29							2
808				Seal Floors	144.00	sf	40	0 /sf	03-CM 01	0.003 mh / sf	0	78.63	32	0.05	7							1
809				Concrete Crane - Pouring Crane	1.09	mh	409	377 /mh	01-Crane Crawl 100		1	97.53	106	5.00	5			273.60	297			0
810				<b>Slab Concrete Rollup</b>	<b>5.87</b>	<b>cy</b>		<b>/cy</b>														
811				<b>All Concrete Rollup</b>	<b>5.87</b>	<b>cy</b>		<b>/cy</b>														
812				<b>Slab Horizontal Square Footage Rollup</b>	<b>144.00</b>	<b>sf</b>		<b>/sf</b>														
813	Work Code	Area	Est. Item	Description	Takeoff Quantity		Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Consumable Price	Consumable Amount	Tax
814	02.			Underground Pipe																		
815		05		Plant Sitewide																		
816			02 - 0002	Plant Yard Tie-ins																		
817				Tie-in RW Influent @ Creek																		
818				Tie-in RW Effluent @ Creek,Type 1	1.00	ea	5,911	5,911 /ea	15- 1285	8.000 hr / ea	40	475.26	3,802	1,500.00	1,500			61.56	492			116
819				Tie-in Brine Effluent @ Creek																		
820				Tie-in Brine Effluent @ Creek,Type 1	1.00	ea	5,911	5,911 /ea	15- 1285	8.000 hr / ea	40	475.26	3,802	1,500.00	1,500			61.56	492			116
821				Tie-in Sewer Effluent @ Creek																		
822				Tie-in Sewer Effluent @ Creek,Type 1	1.00	ea	5,911	5,911 /ea	15- 1285	8.000 hr / ea	40	475.26	3,802	1,500.00	1,500			61.56	492			116
823				Tie-in PW @ Washington																		
824				Tie-in FW @ Washington, Pipe Tie-In Type 3	1.00	ea	11,291	11,291 /ea	15- 1285	12.000 hr / ea	60	475.26	5,703	4,500.00	4,500			61.56	739			349
825				Tie-in SD @ Creek																		
826				Tie-in SD @ Creek, Pipe Tie-In Type 3	1.00	ea	19,349	19,349 /ea	15- 1285	24.000 hr / ea	120	475.26	11,406	6,000.00	6,000			61.56	1,477			465
827				Tie-in Sewer Effluent @ Washington																		
828				Tie-in Sewer Effluent @ Washington,Type 1	1.00	ea	5,911	5,911 /ea	15- 1285	8.000 hr / ea	40	475.26	3,802	1,500.00	1,500			61.56	492			116
829			02 - 0003	Cathodic Protection Allowance																		
830				Cathodic Protection Allowance																		
831				Cathodic Protection Allowance	1.00	ls	40,504	40,504 /ls	15- 1285					6,500.00	6,500	33,500.00	33,500					504
832			02 - 0015	Plant Influent, RCW																		
833																						
834				Plug Valve, Motorized IB 12", VPL 0020 x	1.00	ea	969	969 /ea	15- 1050	3.810 hr / ea	11	253.51	966					29.64	2	1.17		1 0
835				Plug Valve, Motorized IB 18", VPL 0030 x	1.00	ea	1,531	1,531 /ea	15- 1050	6.000 hr / ea	18	253.51	1,521					29.64	6	3.75		4 0
836				Butterfly Valve, Manual IB 12", VBF 0022, 0023	2.00	ea	670	335 /ea	15- 1040	3.360 hr / ea	7	98.79	664					29.64	3	1.17		2 0
837				Butterfly Valve, Manual IB 12", VBF 0001, 0003, 0004, 0006 x	4.00	ea	1,369	342 /ea	15- 1040	3.360 hr / ea	13	98.79	1,328					153.90	36	1.17		5 0
838				Butterfly Valve, Manual IB 18", VBF 0032, 0033	2.00	ea	2,443	1,221 /ea	15- 1050	4.780 hr / ea	29	253.51	2,424					29.64	11	3.75		8 1
839				Control Valve, Flg IB 12" claVal Style, VPC 0002, 0005 x	2.00	ea	1,938	969 /ea	15- 1050	3.810 hr / ea	23	253.51	1,932					29.64	3	1.17		2 0
840				SS BNG Kit 12"	10.00	ea	54	5 /ea	15- 1050	hr / ea		253.51						29.64		5.00		50 4
841				SS BNG Kit 16"	16.00	ea	129	8 /ea	15- 1050	hr / ea		253.51						29.64		7.50		120 9
842				SS BNG Kit 18"	8.00	ea	72	9 /ea	15- 1050	hr / ea		253.51						29.64		8.33		67 5
843				Flow Meter 12", FE 0020 x	1.00	ea	125	125 /ea	15- 1050	3.670 ea / hr	1	253.51	69					29.64	2	50.00		50 4
844				Flow Meter 18", FE 0030 x	1.00	ea	206	206 /ea	15- 1050	1.710 ea / hr	2	253.51	148					29.64	4	50.00		50 4
845				Air Vac Assembly 1", AV 0001, 0002 x	2.00	ea	615	308 /ea	15- 1050	0.860 ea / hr	7	253.51	590					29.64	15	5.00		10 1
846				Air Vac Assembly 1", AV 0021,0031 x	2.00	ea	615	308 /ea	15- 1050	0.860 ea / hr	7	253.51	590					29.64	15	5.00		10 1
847				Pressure Transmitter, PIT0001, 0002 x	2.00	ea	501	250 /ea	15- 1050	3.000 ea / hr	2	253.51	169	150.00	300			29.64	5	1.67		3 24
848				Yard MFRO - RCW 12" & 24" DI																		
849				<b>DI MJ Pipe 12"</b>	<b>20.00</b>	<b>lf</b>		<b>/lf</b>														
850				<b>DI MJ Pipe 24"</b>	<b>1,140.00</b>	<b>lf</b>		<b>/lf</b>														
851				Ductile Iron Pipe Unload 12"	20.00	lf	22	1 /lf	15- 1020	lf / hr		154.72						14.82		1.00		20 2
852				Ductile Iron Pipe Unload 24"	1,140.00	lf	1,228	1 /lf	15- 1050	lf / hr		253.51						29.64		1.00		1,140 88
853																						

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
875				Pipe Zone Material, SE30	1,032.00	tn	14,923	14 /tn						14.46	14,923								
876				Trench Box Trench Width 8Hx16Lx4W	33.00	day	2,475	75 /day			264							75.00	2,475				
877			02 - 0036	ROP																			
878				Yard MFRO - ROP/RCW 12 & 18" PVC																			
879				DI MJ Pipe 12"	160.00	lf		/lf															
880				DI MJ Pipe 18"	20.00	lf		/lf															
881				Ductile Iron Pipe Unload 12"	160.00	lf	172	1 /lf	15-1020				154.72					14.82		1.00	160	12	
882				Ductile Iron Pipe Unload 18"	20.00	lf	22	1 /lf	15-1050				253.51					29.64		1.00	20	2	
883				Ductile Iron Pipe String 12"	160.00	lf	172	1 /lf	15-1020				154.72					14.82		1.00	160	12	
884				Ductile Iron Pipe String 18"	20.00	lf	22	1 /lf	15-1050				253.51					29.64		1.00	20	2	
885				Ductile Iron Pipe Testing 12"	160.00	lf	813	5 /lf	15-1120	40.000	lf/hr	8	201.58	806				29.64		0.04	6	0	
886				Ductile Iron Pipe Testing 18"	20.00	lf	202	10 /lf	15-1120	20.000	lf/hr	2	201.58	202				29.64		0.04	1	0	
887				DI Fitting 12" Bend 22-1/2, MJ	1.00	ea	487	487 /ea	15-1050	1.910	hr/ea	6	253.51	484			29.64		1.17	1	0		
888				DI Fitting 12" Bend 45, MJ	2.00	ea	974	487 /ea	15-1050	1.910	hr/ea	11	253.51	968			29.64		1.17	2	0		
889				DI Fitting 12" Bend 90, MJ	3.00	ea	1,462	487 /ea	15-1050	1.910	hr/ea	17	253.51	1,453			29.64		1.17	4	0		
890				DI Fitting 18" Tee, MJ	1.00	ea	1,048	1,048 /ea	15-1050	4.110	hr/ea	12	253.51	1,042			29.64		2.50	3	0		
891				DI Fitting 18x16" CON Rdc, MJ	2.00	ea	1,372	686 /ea	15-1050	2.680	hr/ea	16	253.51	1,359			29.64		2.50	5	0		
892				DI MJ Acc Kit 12"	14.00	ea	13	1 /ea	15-1050		hr/ea		253.51				29.64		0.83	12	1		
893				DI MJ Acc Kit 18"	3.00	ea	6	2 /ea	15-1050		hr/ea		253.51				29.64		1.88	6	0		
894				ROP Trenching @ Plant Yard																			
895				Sub Haul & Dump Fee's (SEO)		ld		/ld	02a-1015								135.00			150.00			
896				D/L/B 12" & 18" Pipe	180.00	lf	25,402	141 /lf	15-2005	36.000	lf/day	200	3,384.00	16,920				1,696.32		8,482			
897				Trench Spoil Haul Off Support (LE)		ld		/ld	40-3550	0.100	hr/ld		94.91				120.00		79.80				
898				Pipe Zone Material, SE30	114.00	tn	1,648	14 /tn						14.46	1,648								
899				Trench Box Trench Width 8Hx16Lx4W	5.00	day	375	75 /day			40							75.00		375			
900			02 - 0040	Brine Waste, ROC																			
901				Yard MFRO - ROC 15" PVC																			
902				PVC Pipe SDR 15"	1,040.00	lf	280	0 /lf	15-1133		hr/lf		330.87					153.90		0.25	260	20	
903				Plastic Pipe Unload 15"	1,040.00	lf	530	1 /lf	15-1020	0.003	hr/lf	6	154.72	502				14.82		0.01	7	1	
904				Plastic Pipe String 15"	1,040.00	lf	6,105	6 /lf	15-1050	45.000	lf/hr	69	253.51	5,859				29.64		0.05	49	4	
905				Plastic Pipe Testing 15"	1,040.00	lf	3,958	4 /lf	15-1120	53.570	lf/hr	39	201.58	3,913				29.64		0.04	42	3	
906				PVC SDR Bend 22-1/2 15"	5.00	ea	161	32 /ea	15-1050	0.100	hr/ea	2	253.51	127			29.64			34			
907				PVC SDR 45 15"	7.00	ea	225	32 /ea	15-1050	0.100	hr/ea	2	253.51	177			29.64			48			
908				Misc Accessories 15", precast sleeve	10.00	ea	4,880	488 /ea	15-1050	0.750	ea/hr	40	253.51	3,380	100.00	1,000		29.64		395	2.50	25	79
909				ROP Trenching @ Plant Yard																			
910				Sub Haul & Dump Fee's (SEO)		ld		/ld	02a-1015								135.00			150.00			
911				D/L/B 15" Pipe	1,040.00	lf	142,248	137 /lf	15-2005	37.143	lf/day	1,120	3,384.00	94,752				1,696.32		47,497			
912				Trench Spoil Haul Off Support (LE)		ld		/ld	40-3550	0.100	hr/ld		94.91				120.00		79.80				
913				Pipe Zone Material, SE30	583.00	tn	8,430	14 /tn						14.46	8,430								
914				Trench Box Trench Width 8Hx16Lx4W	28.00	day	2,100	75 /day			224							75.00		2,100			
915			02 - 0041	ROC Precast																			
916				ROC Precast Manhole																			
917				Manhole Supply & Install; Average Depth: MCS	3.00	ea	22,713	7,571 /ea	06-Laborer	8.000	hr/ea	24	77.36	1,857	6,452.00	19,356						1,500	
918				ROC Precast Manhole																			
919				Manhole Supply & Install; Average Depth: MCS	2.00	ea	15,142	7,571 /ea	06-Laborer	8.000	hr/ea	16	77.36	1,238	6,452.00	12,904						1,000	
920			02 - 0050	PW, Potable Water																			
921				Yard MFRO - PW 6" & 4" DI																			
922				Fire Hydrants	2.00	ea		/ea	02-Pipe Crew @ Site														
923				DI MJ Pipe 4"	220.00	lf		/lf															
924				DI MJ Pipe 6"	640.00	lf		/lf															
925				Ductile Iron Pipe Unload 4"	220.00	lf	237	1 /lf	15-1020		lf/hr		154.72					14.82		1.00	220	17	
926				Ductile Iron Pipe Unload 6"	640.00	lf	690	1 /lf	15-1020		lf/hr		154.72					14.82		1.00	640	50	
927				Ductile Iron Pipe String 4"	220.00	lf	237	1 /lf	15-1020		lf/hr		154.72					14.82		1.00	220	17	
928				Ductile Iron Pipe String 6"	640.00	lf	690	1 /lf	15-1020		lf/hr		154.72					14.82		1.00	640	50	
929				Ductile Iron Pipe Testing 4"	220.00	lf	1,118	5 /lf	15-1120	40.000	lf/hr	11	201.58	1,109				29.64		0.04	9	1	
930				Ductile Iron Pipe Testing 6"	640.00	lf	3,253	5 /lf	15-1120	40.000	lf/hr	32	201.58	3,225				29.64		0.04	26	2	
931				DI Fitting 4" Bend 45, MJ	2.00	ea	377	189 /ea	15-1050	0.740	hr/ea	4	253.51	375			29.64		0.42	1	0		
932				DI Fitting 6" Bend 45, MJ	8.00	ea	2,077	260 /ea	15-1050	1.020	hr/ea	24	253.51	2,069			29.64		0.42	3	0		
933				DI Fitting 4" Bend 90, MJ	3.00	ea	566	189 /ea	15-1050	0.740	hr/ea	7	253.51	563			29.64		0.42	2	0		
934				DI Fitting 6" Bend 90, MJ	3.00	ea	779	260 /ea	15-1050	1.020	hr/ea	9	253.51	776			29.64		0.42	1	0		
935				DI Fitting 6" Tee, MJ	1.00	ea	369	369 /ea	15-1050	1.450	hr/ea	4	253.51	368			29.64		0.42	0	0		
936				DI Fitting 4x3" CON Rdc, MJ	1.00	ea	163	163 /ea	15-1050	0.640	hr/ea	2	253.51	162			29.64		0.42	0	0		
937				Gate Valve, Flg IB 4"	2.00	ea	1,006	503 /ea	15-1050	1.980	hr/ea	12	253.51	1,004			29.64		0.42	1	0		
938				Gate Valve, Flg IB 6"	2.00	ea	1,229	615 /ea	15-1050	2.420	hr/ea	15	253.51	1,227			29.64		0.42	1	0		
939				IB Misc Valve 6", Backflow Preventor	1.00	ea	615	615 /ea	15-1050	2.420	hr/ea	7	253.51	613			29.64		0.42	0	0		
940				SS BNG Kit 4"	2.00	ea	2	1 /ea	15-1050		hr/ea		253.51				29.64		1.00	2			





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1/4/2021  
4:01 PM

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												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1053				Ductile Iron Pipe Unload 18"	75.00	lf	81	1 /lf	15-1050	lf / hr		253.51						29.64		1.00	75	6
1054				Ductile Iron Pipe Unload 24"	400.00	lf	431	1 /lf	15-1050	lf / hr		253.51						29.64		1.00	400	31
1055				Ductile Iron Pipe Unload 36"	60.00	lf	65	1 /lf	15-1060	lf / hr		330.87						14.82		1.00	60	5
1056				Ductile Iron Pipe String 18"	75.00	lf	81	1 /lf	15-1050	lf / hr		253.51						29.64		1.00	75	6
1057				Ductile Iron Pipe String 24"	400.00	lf	431	1 /lf	15-1050	lf / hr		253.51						29.64		1.00	400	31
1058				Ductile Iron Pipe String 36"	60.00	lf	65	1 /lf	15-1060	lf / hr		330.87						14.82		1.00	60	5
1059				Ductile Iron Pipe Testing 18"	75.00	lf	759	10 /lf	15-1120	20.000 lf / hr	8	201.58	756							0.04	3	0
1060				Ductile Iron Pipe Testing 24"	400.00	lf	5,605	14 /lf	15-1130	20.000 lf / hr	60	278.94	5,579							0.06	24	2
1061				Ductile Iron Pipe Testing 36"	60.00	lf	1,678	28 /lf	15-1130	10.000 lf / hr	18	278.94	1,674							0.06	4	0
1062				DI Fitting 24" Bend 45, MJ	2.00	ea	2,102	1,051 /ea	15-1050	4.100 hr / ea	25	253.51	2,079				29.64	13		4.50	9	1
1063				DI Fitting 24" Bend 90, MJ	4.00	ea	4,204	1,051 /ea	15-1050	4.100 hr / ea	49	253.51	4,158				29.64	27		4.50	18	1
1064				DI Fitting 24" Tee, MJ	1.00	ea	1,484	1,484 /ea	15-1050	5.810 hr / ea	17	253.51	1,473				29.64	7		4.50	5	0
1065				DI Fitting 36x18" Tee, MJ	5.00	ea	11,147	2,229 /ea	15-1050	8.710 hr / ea	131	253.51	11,040				29.64	62		8.33	42	3
1066				DI Fitting 36x4" Reducing Tee, MJ	1.00	ea	2,067	2,067 /ea	15-1050	8.070 hr / ea	24	253.51	2,046				29.64	12		8.33	8	1
1067				DI Fitting 36" Cap, MJ	1.00	ea	926	926 /ea	15-1050	3.570 hr / ea	11	253.51	905				29.64	12		8.33	8	1
1068				Butterfly Valve, Manual IB 18", Flg Burried	5.00	ea	6,107	1,221 /ea	15-1050	4.780 hr / ea	72	253.51	6,059				29.64	28		3.75	19	1
1069				Butterfly Valve, Manual IB 36", Flg Burried VBF 5012 x	1.00	ea	3,549	3,549 /ea	15-1060	10.670 hr / ea	43	330.87	3,530				14.82	7		10.00	10	1
1070				SS BNG Kit 18"	20.00	ea	180	9 /ea	15-1050	hr / ea		253.51						29.64		8.33	167	13
1071				DI MJ Acc Kit 24"	15.00	ea	54	4 /ea	15-1050	hr / ea		253.51						29.64		3.33	50	4
1072				DI MJ Acc Kit 36"	14.00	ea	80	6 /ea	15-1050	hr / ea		253.51						29.64		5.33	75	6
1073				Flex Sleeve Coupling 24"	1.00	ea	308	308 /ea	15-1050	0.860 ea / hr	3	253.51	295				29.64	7		5.00	5	0
1074				Flex Sleeve Coupling 36"	2.00	ea	1,102	551 /ea	15-1050	0.480 ea / hr	13	253.51	1,056				29.64	27		9.00	18	1
1075				Misc Accessories 18", Valve Box	5.00	ea	2,852	570 /ea	15-1050	2.000 hr / ea	30	253.51	2,535				29.64		296	3.75	19	1
1076				Misc Accessories 36", Valve Box	1.00	ea	1,143	1,143 /ea	15-1050	4.000 hr / ea	12	253.51	1,014				29.64		119	10.00	10	1
1077				Air Vac Assembly 2"	1.00	ea	2,272	2,272 /ea	15-1050	1.000 ea / day	24	2,028.08	2,028				237.12			6.67	7	1
1078				Misc Devices 36", BO Assembly 4"	1.00	ea	2,274	2,274 /ea	15-1050	1.000 ea / day	24	2,028.08	2,028				237.12			8.33	8	1
1079				<b>PRW Trenching @ Plant Yard</b>																		
1080				<b>Sub Haul &amp; Dump Fee's (SEO)</b>		<i>ld</i>		<i>ld</i>	<b>02a-1015</b>								<b>135.00</b>			<b>150.00</b>		
1081				D/L/B 24" Pipe	535.00	lf	55,884	104 /lf	15-2005	48.636 lf / day	440	3,384.00	37,224					1,696.32		18,660		
1082				<b>Trench Spoil Haul Off Support (LE)</b>		<i>ld</i>		<i>ld</i>	<b>40-3550</b>	<b>0.100 hr / ld</b>		<b>94.91</b>					<b>120.00</b>		<b>79.80</b>			
1083				Pipe Zone Material, SE30	477.00	tn	6,897	14 /tn						14.46	6,897							
1084				Trench Box Trench Width 8Hx16Lx4W	11.00	day	825	75 /day			88							75.00		825		
1085				<b>02 - 0120 SWR - Sanitary Sewer</b>																		
1086																						
1087				SS, 4" Connection on Washington Ave, C-135	204.00	lf	55,580	272 /lf												272.45		55,580
1088				<b>Train Traffic Control @ NCTD for SS Tie In</b>																		
1089				Train Traffic Control @ NCTD for SS Tie In	9.00	day	15,929	1,770 /day	15-6039	8.000 hr / day	144	154.72	11,140	200.00	1,800			19.38	1,395	150.00	1,350	244
1090				<b>Yard MFRO - SWR 12" &amp; 18" PVC</b>																		
1091				PVC Pipe SDR 12"	80.00	lf	22	0 /lf	15-1132	hr / lf		232.08						153.90		0.25	20	2
1092				PVC Pipe SDR 18"	1,320.00	lf	356	0 /lf	15-1133	hr / lf		330.87						153.90		0.25	330	26
1093				Plastic Pipe Unload 12"	80.00	lf	41	1 /lf	15-1020	0.003 hr / lf	0	154.72	39				14.82	2		0.01	1	0
1094				Plastic Pipe Unload 18"	1,320.00	lf	673	1 /lf	15-1020	0.003 hr / lf	8	154.72	637				14.82	25		0.01	9	1
1095				Plastic Pipe String 12"	80.00	lf	152	2 /lf	15-1020	86.000 lf / hr	2	154.72	144				14.82	6		0.03	2	0
1096				Plastic Pipe String 18"	1,320.00	lf	10,258	8 /lf	15-1050	34.000 lf / hr	116	253.51	9,842				29.64	326		0.06	83	6
1097				Plastic Pipe Testing 12"	80.00	lf	304	4 /lf	15-1120	53.570 lf / hr	3	201.58	301				29.64			0.04	3	0
1098				Plastic Pipe Testing 18"	1,320.00	lf	5,024	4 /lf	15-1120	53.570 lf / hr	49	201.58	4,967				29.64			0.04	53	4
1099				PVC SDR Bend 22-1/2 18"	5.00	ea	142	28 /ea	15-1050	0.083 hr / ea	1	253.51	105				29.64		37			
1100				PVC SDR 45 12"	3.00	ea	80	27 /ea	15-1050	0.083 hr / ea	1	253.51	63				29.64		17			
1101				PVC SDR 45 18"	2.00	ea	57	28 /ea	15-1050	0.083 hr / ea	0	253.51	42				29.64		15			
1102				Misc Accessories 12"	2.00	ea	501	251 /ea	15-1050	2.000 ea / hr	3	253.51	254	100.00	200			29.64	30	1.17	2	16
1103				Misc Accessories 18", precast sleeve	21.00	ea	14,240	678 /ea	15-1050	2.000 hr / ea	126	253.51	10,647	100.00	2,100			29.64	1,245	3.75	79	169
1104				<b>Yard MFRO - SAN 4" PVC</b>																		
1105				PVC Pipe SDR 4"	380.00	lf	102	0 /lf	15-1132	hr / lf		232.08						153.90		0.25	95	7
1106				Plastic Pipe Unload 4"	380.00	lf	194	1 /lf	15-1020	0.003 hr / lf	2	154.72	183				14.82	7		0.01	3	0
1107				Plastic Pipe String 4"	380.00	lf	423	1 /lf	15-1020	147.000 lf / hr	5	154.72	400				14.82	16		0.02	6	0
1108				Plastic Pipe Testing 4"	380.00	lf	1,446	4 /lf	15-1120	53.570 lf / hr	14	201.58	1,430				29.64			0.04	15	1
1109				PVC SDR Bend 22-1/2 4"	8.00	ea	86	11 /ea	15-1050	0.033 hr / ea	1	253.51	67				29.64		19			
1110				PVC SDR Wye 4"	4.00	ea	43	11 /ea	15-1050	0.033 hr / ea	0	253.51	33				29.64		9			
1111				Misc Accessories 4", Clean Out Assembly	4.00	ea	191	48 /ea	15-1050	6.000 ea / hr	2	253.51	169				29.64		20	0.42	2	0
1112				<b>SWR Trenching @ Plant Yard</b>																		
1113				<b>Sub Haul &amp; Dump Fee's (SEO)</b>		<i>ld</i>		<i>ld</i>	<b>02a-1015</b>								<b>135.00</b>			<b>150.00</b>		
1114				D/L/B 18" Pipe	1,780.00	lf	187,972	106 /lf	15-2005	48.108 lf / day	1,480	3,384.00	125,208					1,696.32		62,764		
1115				<b>Trench Spoil Haul Off Support (LE)</b>		<i>ld</i>		<i>ld</i>	<b>40-3550</b>	<b>0.100 hr / ld</b>		<b>94.91</b>					<b>120.00</b>		<b>79.80</b>			
1116				Pipe Zone Material, SE30	1,136.00	tn	16,427	14 /tn						14.46	16,427							
1117				Trench Box Trench Width 8Hx16Lx4W	37.00	day	2,775	75 /day			296							75.00		2,775		
1118				<b>02 - 0121 SWR - Sanitary Sewer Precast</b>																		
1119				<b>SWR Precast Manhole</b>																		
1120				Manhole Supply & Install; Average Depth: MCS	6.00	ea	45,425	7,571 /ea	06-Laborer	8.000 hr / ea	48	77.36	3,713	6,452.00	38,712							3,000
1121				<b>SWR Precast Manhole</b>																		
1122				Manhole Supply & Install; Average Depth: MCS	3.00	ea	22,713	7,571 /ea	06-Laborer	8.000 hr / ea	24	77.36	1,857	6,452.00	19,356							1,500
1123				<b>SWR Precast Catch Basin</b>																		
1124				Catch Basin Supply & Install; Average Depth: Oldcastle	2.00	Ea	18,827															



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
1142				<b>Trench Spoil Haul Off Support (LE)</b>		<i>ld</i>		<i>/ld</i>	<b>40-3550</b>		<b>0.100 hr / ld</b>		<b>94.91</b>				<b>120.00</b>		<b>79.80</b>				
1143				Pipe Zone Material, SE30	135.00	tn	1,952	14 /tn						14.46	1,952								
1144				Trench Box Trench Width 8Hx16Lx4W	4.00	day	300	75 /day											75.00	300			
1145			02 - 0385	<b>BWW</b>																			
1146				<b>Yard MFRO - BWW 14" PVC</b>																			
1147				PVC Pipe SDR 14"	40.00	lf	11	0 /lf	15- 1133				330.87					153.90		0.25	10	1	
1148				Plastic Pipe Unload 14"	40.00	lf	20	1 /lf	15- 1020		0.003 hr / lf	0	154.72	19				14.82	1	0.01	0	0	
1149				Plastic Pipe String 14"	40.00	lf	235	6 /lf	15- 1050		45.000 lf / hr	3	253.51	225				29.64	7	0.05	2	0	
1150				Plastic Pipe Testing 14"	40.00	lf	152	4 /lf	15- 1120		53.570 lf / hr	1	201.58	151				29.64		0.04	2	0	
1151				Misc Accessories 14"	1.00	ea	393	393 /ea	15- 1050		1.000 ea / hr	3	253.51	254	100.00	100		29.64	30	1.67	2	8	
1152				<b>BWW Trenching @ Plant Yard</b>																			
1153				<b>Sub Haul &amp; Dump Fee's (SEO)</b>		<i>ld</i>		<i>/ld</i>	<b>02a-1015</b>								<b>135.00</b>				<b>150.00</b>		
1154				D/L/B 14" Pipe	40.00	lf	5,080	127 /lf	15-2005		40.000 lf / day	40	3,384.00	3,384				1,696.32	1,696				
1155				<b>Trench Spoil Haul Off Support (LE)</b>		<i>ld</i>		<i>/ld</i>	<b>40-3550</b>		<b>0.100 hr / ld</b>		<b>94.91</b>				<b>120.00</b>		<b>79.80</b>				
1156				Pipe Zone Material, SE30	25.00	tn	362	14 /tn							14.46	362							
1157				Trench Box Trench Width 8Hx16Lx4W	1.00	day	75	75 /day											75.00	75			
1158			02 - 0390	<b>Chlorine Residual System</b>																			
1159				Improvements to manage chlorine residual in system	1.00	LS	184,000	184,000 /LS												184,000.00	184,000		
1161	60			<b>Intermediate Booster Pump Station (IBPS)</b>																			
1162			02 - 0050	<b>PW, Potable Water</b>																			
1163				<b>2" Water @ IBPS Yard</b>																			
1164				Copper Pipe 2"	230.00	lf	6,550	28 /lf	15- 1050		10.000 lf / hr	69	253.51	5,831				29.64	682	0.15	35	3	
1165				Copper Pipe Unload 2"	230.00	lf	1	0 /lf	15- 1020		lf / hr		154.72					14.82		0.01	1	0	
1166				Copper Pipe String 2"	230.00	lf	3	0 /lf	15- 1020		lf / hr		154.72					14.82		0.01	3	0	
1167				Copper Pipe Testing 2"	230.00	lf	1,186	5 /lf	15- 1110		60.000 lf / hr	8	180.15	691				29.64		2.00	460	36	
1168				Copper 45 2"	10.00	ea	1	0 /ea	15- 1050		ea / hr		253.51					29.64		0.10	1	0	
1169				Copper 90 2"	3.00	ea	0	0 /ea	15- 1050		ea / hr		253.51					29.64		0.10	0	0	
1170				Copper Union 2"	1.00	ea	0	0 /ea	15- 1050		ea / hr		253.51					29.64		0.10	0	0	
1171				Copper Adapter 2"	1.00	ea	0	0 /ea	15- 1050		ea / hr		253.51					29.64		0.10	0	0	
1172				Check Valve, Threaded IB 2"	1.00	ea	51	51 /ea	15- 1050		5.000 ea / hr	1	253.51	51				29.64		0.08	0	0	
1173				IB Ball Valve Threaded 2"	2.00	ea	0	0 /ea	15- 1050		ea / hr		253.51					29.64		0.08	0	0	
1174				IB Misc Valve Threaded 2" - BFP	1.00	ea	0	0 /ea	15- 1050		ea / hr		253.51					29.64		0.08	0	0	
1175				Copper Pipe Cut 2"	15.00	ea	3	0 /ea	15- 1050		ea / hr		253.51					29.64		0.17	3	0	
1176				Copper Pipe Solder 2"	30.00	ea	27	1 /ea	15- 1050		ea / hr		253.51					29.64		0.83	25	2	
1177				Sleeve / Cast In 2"	1.00	ea	310	310 /ea	15- 1050		1.000 ea / hr	3	253.51	254	25.00	25		29.64	30	0.08	0	2	
1178				Linkseal 2"	2.00	ea	2,364	1,182 /ea	15- 1050		1.000 ea / hr	6	253.51	507	35.00	70		29.64	1,780	0.67	1	6	
1179				Pipe Caulking 2"	1.00	ea	295	295 /ea	15- 1050		1.000 ea / hr	3	253.51	254	10.00	10		29.64	30	0.67	1	1	
1180				Misc Accessories 2", PW IBPS	1.00	ea	337	337 /ea	15- 1050		1.000 ea / hr	3	253.51	254	50.00	50		29.64	30	0.08	0	4	
1181				Pipe Saddle 2"x8"	1.00	ea	283	283 /ea	15- 1050		1.000 ea / hr	3	253.51	254				29.64	30				
1182				Misc Devices 2", PW IBPS	1.00	ea	445	445 /ea	15- 1050		1.000 ea / hr	3	253.51	254	150.00	150		29.64	30			12	
1183				<b>Trenching D/L/B - 2" Water @ IBPS Yard</b>																			
1184				AC Pavement Sawcutting	460.00	lf	1,150	3 /lf									2.50	1,150					
1185				<b>Sub Haul &amp; Dump Fee's (SO)</b>		<i>ld</i>		<i>/ld</i>	<b>02a-1015</b>								<b>150.00</b>				<b>150.00</b>		
1186				Pipeline Mainline Traffic Control	3.00	day	4,663	1,554 /day	15-6039		8.000 hr / day	48	154.72	3,713				19.38	465	150.00		450	
1187				Pipeline Foreman	3.00	day	2,053	684 /day	02b-030-0010		8.000 hr / day	24	85.55	2,053									35
1188				Asphalt Paving Trench Patch	230.00	sf	1,380	6 /sf									6.00	1,380					
1189				Cold Mix	5.00	tn	593	119 /tn							110.00	550						43	
1190				D/L/B 2" Pipe	230.00	lf	11,743	51 /lf	40-4200		76.670 lf / day	96	2,756.32	8,269				1,158.24	3,475				
1191				AC/Conc Haul Off & Dump Fee's (OS)	3.00	ld	1,718	573 /ld									120.00	360		420.00		1,260	
1192				Pipe Zone Material, SE30	30.00	tn	434	14 /tn							14.46	434							
1193			02 - 0110	<b>PRW, Product Water</b>																			
1194				<b>Yard IBPS - PRW 36", 24", 20", 8" DI</b>																			
1195				<b>DI Flange Joint Pipe 20"</b>	400.00	lf		<i>/lf</i>															
1196				<b>DI MJ Pipe 8"</b>	30.00	lf		<i>/lf</i>															
1197				<b>DI MJ Pipe 24"</b>	300.00	lf		<i>/lf</i>															
1198				<b>DI MJ Pipe 36"</b>	100.00	lf		<i>/lf</i>															
1199				DI Spool 20in x 1ft, Standard	8.00	ea	9,931	1,241 /ea	15- 1050		4.780 hr / ea	115	253.51	9,694				29.64	237				
1200				DI Spool 20in x 4ft, Standard	4.00	ea	4,966	1,241 /ea	15- 1050		4.780 hr / ea	57	253.51	4,847				29.64	119				
1201				DI Spool 20in x 12ft, Standard	4.00	ea	5,696	1,424 /ea	15- 1050		5.500 hr / ea	66	253.51	5,577				29.64	119				
1202				DI Spool 24in x 7ft, Standard	1.00	ea	1,779	1,779 /ea	15- 1050		6.900 hr / ea	21	253.51	1,749				29.64	30				
1203				DI Spool 8in x 6ft, Difficult	1.00	ea	732	732 /ea	15- 1050		2.770 hr / ea	8	253.51	702				29.64	30				
1204				DI Spool 8in x 15ft, Difficult	1.00	ea	833	833 /ea	15- 1050		3.170 hr / ea	10	253.51	804				29.64	30				
1205				Ductile Iron Pipe Unload 8"	30.00	lf	18	1 /lf	15- 1020		270.000 lf / hr	0	154.72	17				14.82	1	0.01	0	0	
1206				Ductile Iron Pipe Unload 20"	400.00	lf	627	2 /lf	15- 1050		180.000 lf / hr	7	253.51	563				29.64	50	0.03	12	1	
1207				Ductile Iron Pipe Unload 24"	300.00	lf	479	2 /lf	15- 1050		180.000 lf / hr	5	253.51	423									





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1320				Plastic Pipe Testing 1/2"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0
1321				Plastic Pipe Testing 1"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0
1322				Plastic Pipe Testing 1-1/2"	40.00	lf	136	3 /lf	15-1110	53.570 lf/hr	1	180.15	135							0.04	2	0
1323				Plastic Pipe Testing 4"	20.00	lf	76	4 /lf	15-1120	53.570 lf/hr	1	201.58	75							0.04	1	0
1324				Plastic Pipe Testing 10"	20.00	lf	76	4 /lf	15-1120	53.570 lf/hr	1	201.58	75							0.04	1	0
1325				Plastic Pipe Testing 12"	140.00	lf	533	4 /lf	15-1120	53.570 lf/hr	5	201.58	527							0.04	6	0
1326				<b>12" MF CW @ Process Bldg</b>																		
1327				DI Flange Joint Pipe 12"	60.00	lf	8,495	142 /lf	15-1050	2.000 lf/hr	90	253.51	7,605				29.64	889				
1328				Ductile Iron Pipe Unload 12"	60.00	lf	37	1 /lf	15-1020	270.000 lf/hr	0	154.72	34				14.82	2		0.01	1	0
1329				Ductile Iron Pipe String 12"	60.00	lf	145	2 /lf	15-1020	67.500 lf/hr	2	154.72	138				14.82	6		0.03	2	0
1330				Ductile Iron Pipe Testing 12"	60.00	lf	305	5 /lf	15-1120	40.000 lf/hr	3	201.58	302							0.04	2	0
1331				<b>03 - 0310 LAS, Ammonium Sulfate</b>																		
1332																						
1333				PVC Ball Valve 1", LAS	1.00	ea	86	86 /ea	15-1050	3.000 ea/hr	1	253.51	85				29.64	1		0.42	0	0
1334				Flexible Coupling 1", LAS	1.00	ea	1,708	1,708 /ea	15-1050	4.290 hr/ea	13	253.51	1,088	25.00	25		29.64	593		1.00	1	2
1335				Misc Accessories 4", Vent to Roof LAS	1.00	ea	1,133	1,133 /ea	15-1050	0.250 ea/hr	12	253.51	1,014				29.64	119		0.42	0	0
1336				Misc Devices 1/4", LAS Injection Quill, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500		29.64	30				194
1337				Misc Devices 1/4", LAS Injection Quill Assembly, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500		29.64	30				194
1338				<b>1/2" to 2" DC LAS @ Process Bldg</b>																		
1339				PVC Pipe 1/2", LAS	20.00	lf	149	7 /lf	15-1040	13.500 lf/hr	1	98.79	146				29.64	2		0.06	1	0
1340				PVC Pipe 1", LAS	20.00	lf	175	9 /lf	15-1040	13.500 lf/hr	1	98.79	146				29.64	27		0.09	2	0
1341				PVC DBL Containment Pipe 1/2x2", LAS	460.00	lf	37,239	81 /lf	15-1040	3.000 lf/hr	153	98.79	15,148	35.00	16,100		29.64	4,545		0.40	184	1,262
1342				Plastic Pipe Unload 1/2"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30				14.82	0		0.00	0	0
1343				Plastic Pipe Unload 1"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30				14.82	0		0.00	0	0
1344				Plastic Pipe Unload 3"	460.00	lf	701	2 /lf	15-1020	102.800 lf/hr	9	154.72	692				14.82	7		0.00	2	0
1345				Plastic Pipe String 1/2"	20.00	lf	76	4 /lf	15-1020	41.200 lf/hr	1	154.72	75				14.82	1		0.01	0	0
1346				Plastic Pipe String 1"	20.00	lf	76	4 /lf	15-1020	41.200 lf/hr	1	154.72	75				14.82	1		0.01	0	0
1347				Plastic Pipe String 3"	460.00	lf	1,747	4 /lf	15-1020	41.200 lf/hr	22	154.72	1,727				14.82	14		0.01	5	0
1348				Plastic Pipe Testing 1/2"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0
1349				Plastic Pipe Testing 1"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0
1350				Plastic Pipe Testing 3"	460.00	lf	1,751	4 /lf	15-1120	53.570 lf/hr	17	201.58	1,731							0.04	18	1
1351				<b>03 - 0315 NOCL, Sodium Hypo</b>																		
1352																						
1353				PVC Flange 2"	5.00	ea	142	28 /ea	15-1050	10.000 ea/hr	2	253.51	127				29.64	15		0.03	0	0
1354				PVC Flange 6"	1.00	ea	71	71 /ea	15-1050	4.000 ea/hr	1	253.51	63				29.64	7		0.13	0	0
1355				Check Valve, PVC 2", NOCL	1.00	ea	128	128 /ea	15-1050	2.000 ea/hr	2	253.51	127				29.64	1		0.42	0	0
1356				PVC Ball Valve 1", NOCL Vented	3.00	ea	257	86 /ea	15-1050	3.000 ea/hr	3	253.51	254				29.64	2		0.42	1	0
1357				PVC Ball Valve 1", NOCL,	1.00	ea	86	86 /ea	15-1050	3.000 ea/hr	1	253.51	85				29.64	1		0.42	0	0
1358				PVC Ball Valve 1", NOCL	2.00	ea	171	86 /ea	15-1050	3.000 ea/hr	2	253.51	169				29.64	1		0.42	1	0
1359				PVC Ball Valve 2", NOCL	3.00	ea	383	128 /ea	15-1050	2.000 ea/hr	5	253.51	380				29.64	2		0.42	1	0
1360				PVC Misc Valve 1", Off Gas Relief, NOCL	3.00	ea	383	128 /ea	15-1050	2.000 ea/hr	5	253.51	380				29.64	2		0.42	1	0
1361				SS BNG Kit 2"	5.00	ea	4	1 /ea	15-1050	hr/ea		253.51					29.64			0.67	3	0
1362				Misc Accessories 2", Truck Unloading Camelock, NOCL	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254				29.64	30		0.08	0	0
1363				Misc Accessories 6", Vent to Roof NOCL	1.00	ea	1,133	1,133 /ea	15-1050	0.250 ea/hr	12	253.51	1,014				29.64	119		0.42	0	0
1364				Strainer 2", NOCL	1.00	ea	557	557 /ea	15-1050	6.000 ea/hr	1	253.51	42	450.00	450		29.64	30				35
1365				Misc Devices 1/2", NOCL Injection Quill Assembly, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500		29.64	30				194
1366				Misc Devices 1/2", NOCL Injection Quill Assembly, No Tag, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500		29.64	30				194
1367				Misc Devices 1", NOCL Injection Quill Assembly, w/ H2O, PRV & Isolation Ball Valve	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254				29.64	30				
1368				Misc Devices 2", Drain Port, NOCL	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254				29.64	30				
1369				Calibration Column, NOCL	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150		29.64	4		2.50	3	12
1370				Misc Instrumentation, LIT7101A/B, NOCL	2.00	ea	590	295 /ea	15-1050	2.000 ea/hr	3	253.51	254	150.00	300		29.64	7		2.50	5	24
1371				Misc Instrumentation, LSL7101, NOCL	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150		29.64	4		2.50	3	12
1372				<b>1/2" to 3" DC NOCL @ Process Bldg</b>																		
1373				PVC Pipe 1/2", NOCL	20.00	lf	150	7 /lf	15-1040	13.500 lf/hr	1	98.79	146				29.64	2		0.06	1	0
1374				PVC Pipe 3/4", NOCL	20.00	lf	150	8 /lf	15-1040	13.500 lf/hr	1	98.79	146				29.64	2		0.07	1	0
1375				PVC Pipe 1", NOCL	20.00	lf	175	9 /lf	15-1040	13.500 lf/hr	1	98.79	146				29.64	27		0.09	2	0
1376				PVC DBL Containment Pipe 1/2x3", NOCL	450.00	lf	36,429	81 /lf	15-1040	3.000 lf/hr	150	98.79	14,819	35.00	15,750		29.64	4,446		0.40	180	1,235
1377				PVC DBL Containment Pipe 1x3", NOCL	170.00	lf	13,762	81 /lf	15-1040	3.000 lf/hr	57	98.79	5,598	35.00	5,950		29.64	1,680		0.40	68	466
1378				Plastic Pipe Unload 1/2"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30				14.82	0		0.00	0	0
1379				Plastic Pipe Unload 3/4"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30				14.82	0		0.00	0	0
1380				Plastic Pipe Unload 1"	20.00	lf	30	2 /lf														

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1402				CPVC Ball Valve 2" x	2.00	ea	256	128 /ea	15-1050	2.000 ea / hr	3	253.51	254					29.64	1	0.42	1	0
1403				SS BNG Kit 3"	17.00	ea	12	1 /ea	15-1050	hr / ea		253.51						29.64		0.67	11	1
1404				SS BNG Kit 6"	13.00	ea	35	3 /ea	15-1050	hr / ea		253.51						29.64		2.50	33	3
1405				SS BNG Kit 10"	16.00	ea	63	4 /ea	15-1050	hr / ea		253.51						29.64		3.67	59	5
1406				Air Vac Assembly 1", AV1300, 1400	2.00	ea	615	308 /ea	15-1050	0.860 ea / hr	7	253.51	590					29.64	15	5.00	10	1
1407				Air Vac Assembly 1", AV2401, 2402, 2403, 2500 x	4.00	ea	1,230	308 /ea	15-1050	0.860 ea / hr	14	253.51	1,179					29.64	30	5.00	20	2
1408				Misc Instrumentation, LIT1310A, LIT1320A x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1409				Misc Instrumentation, LSL1310, 1320 x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1410				Misc Instrumentation, TIT1310, 1320 x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1411				Misc Instrumentation, TC1310, 1320 x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1412				Misc Instrumentation, LIT2410A/B, LIT2420A/B w/ H2Oi x Supply w/ H2O Confirmed	4.00	ea	1,179	295 /ea	15-1050	2.000 ea / hr	6	253.51	507	150.00	600			29.64	15	2.50	10	47
1413				Misc Instrumentation, LSL2410, 2420 w/ H2Oi x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1414				Misc Instrumentation, TT2410, 2420 w/ H2Oi x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1415				Misc Instrumentation, TSH/TC 2410, 2420 w/ H2Oi x	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24
1416				<b>2 to 10" MF CIPF/S/R/OF @ Process Bldg</b>																		
1417				PVC Pipe 2"	20.00	lf	152	8 /lf	15-1040	13.500 lf / hr	1	98.79	146					29.64	3	0.12	2	0
1418				PVC Pipe 8"	43	lf	2,557	43 /lf	15-1040	2.363 lf / hr	25	98.79	2,509					29.64	28	0.31	19	1
1419				PVC Pipe 10"	200.00	lf	9,927	50 /lf	15-1040	2.025 lf / hr	99	98.79	9,757					29.64	99	0.33	66	5
1420				Plastic Pipe Unload 2"	20.00	lf	30	2 /lf	15-1020	102.800 lf / hr	0	154.72	30					14.82	0	0.00	0	0
1421				Plastic Pipe Unload 8"	60.00	lf	373	6 /lf	15-1020	0.040 hr / lf	5	154.72	371					14.82	1	0.01	0	0
1422				Plastic Pipe Unload 10"	200.00	lf	488	2 /lf	15-1020	64.103 lf / hr	6	154.72	483					14.82	4	0.01	1	0
1423				Plastic Pipe String 2"	20.00	lf	76	4 /lf	15-1020	41.200 lf / hr	1	154.72	75					14.82	1	0.01	0	0
1424				Plastic Pipe String 8"	60.00	lf	456	8 /lf	15-1020	20.600 lf / hr	6	154.72	451					14.82	4	0.02	1	0
1425				Plastic Pipe String 10"	200.00	lf	1,519	8 /lf	15-1020	20.600 lf / hr	19	154.72	1,502					14.82	12	0.02	4	0
1426				Plastic Pipe Testing 2"	20.00	lf	68	3 /lf	15-1110	53.570 lf / hr	1	180.15	67							0.04	1	0
1427				Plastic Pipe Testing 8"	60.00	lf	228	4 /lf	15-1120	53.570 lf / hr	2	201.58	226							0.04	2	0
1428				Plastic Pipe Testing 10"	200.00	lf	761	4 /lf	15-1120	53.570 lf / hr	7	201.58	753							0.04	8	1
1429				<b>2 to 10" RO CIPF/S/R/OF @ Process Bldg</b>																		
1430				PVC Pipe 2"	20.00	lf	152	8 /lf	15-1040	13.500 lf / hr	1	98.79	146					29.64	3	0.12	2	0
1431				PVC Pipe 3"	40.00	lf	794	20 /lf	15-1040	5.063 lf / hr	8	98.79	781					29.64	8	0.13	5	0
1432				PVC Pipe 6"	300.00	lf	8,942	30 /lf	15-1040	3.375 lf / hr	89	98.79	8,781					29.64	92	0.21	63	5
1433				Plastic Pipe Unload 2"	20.00	lf	30	2 /lf	15-1020	102.800 lf / hr	0	154.72	30					14.82	0	0.00	0	0
1434				Plastic Pipe Unload 3"	40.00	lf	61	1 /lf	15-1020	102.800 lf / hr	1	154.72	60					14.82	1	0.00	0	0
1435				Plastic Pipe Unload 6"	300.00	lf	1,865	6 /lf	15-1020	0.040 hr / lf	24	154.72	1,857					14.82	6	0.01	2	0
1436				Plastic Pipe String 2"	20.00	lf	76	4 /lf	15-1020	41.200 lf / hr	1	154.72	75					14.82	1	0.01	0	0
1437				Plastic Pipe String 3"	40.00	lf	152	4 /lf	15-1020	41.200 lf / hr	2	154.72	150					14.82	1	0.01	0	0
1438				Plastic Pipe String 6"	300.00	lf	1,597	5 /lf	15-1020	29.400 lf / hr	20	154.72	1,579					14.82	13	0.02	5	0
1439				Plastic Pipe Testing 2"	20.00	lf	68	3 /lf	15-1110	53.570 lf / hr	1	180.15	67							0.04	1	0
1440				Plastic Pipe Testing 3"	40.00	lf	152	4 /lf	15-1120	53.570 lf / hr	1	201.58	151							0.04	2	0
1441				Plastic Pipe Testing 6"	300.00	lf	1,142	4 /lf	15-1120	53.570 lf / hr	11	201.58	1,129							0.04	12	1
1442				<b>8" MF CIPF/S/R/OF @ Process Bldg</b>																		
1443				SS Pipe 8"	20.00	lf	8,502	425 /lf	15-1050	10.000 lf / hr	6	253.51	507	367.96	7,359			29.64	59	0.27	5	571
1444				SS Pipe Unload 8"	20.00	lf	12	1 /lf	15-1020	270.000 lf / hr	0	154.72	11					14.82	1	0.01	0	0
1445				SS Pipe String 8"	20.00	lf	48	2 /lf	15-1020	68.000 lf / hr	1	154.72	46					14.82	1	0.03	1	0
1446				SS Pipe Testing 8"	20.00	lf	202	10 /lf	15-1120	20.000 lf / hr	2	201.58	202							0.04	1	0
1447				<b>03 - 0325 PCR, Permeate Clean Return</b>																		
1448																						
1449				PVC Flange 6"	12.00	ea	851	71 /ea	15-1050	4.000 ea / hr	9	253.51	761					29.64	89	0.13	2	0
1450				Butterfly Valve, Pneumatic IB 6", VBF 1311, 1321 w/ H2O Supply w/ H2O Confirmed	2.00	ea	480	240 /ea	15-1030	2.420 hr / ea	5	98.79	478					14.82	1	0.42	1	0
1451				Butterfly Valve, Pneumatic IB 6", VBF 2411, 2421 w/ H2Oi x Supply w/ H2O Confirmed	2.00	ea	480	240 /ea	15-1030	2.420 hr / ea	5	98.79	478					14.82	1	0.42	1	0
1452				SS BNG Kit 6"	12.00	ea	32	3 /ea	15-1050	hr / ea		253.51						29.64		2.50	30	2
1453				<b>03 - 0330 CA, Citric Acid</b>																		
1454																						
1455				PVC Ball Valve 1", CA	1.00	ea	86	86 /ea	15-1050	3.000 ea / hr	1	253.51	85					29.64	1	0.42	0	0
1456				Flexible Coupling 1", CA	1.00	ea	1,708	1,708 /ea	15-1050	4.290 hr / ea	13	253.51	1,088	25.00	25			29.64	593	1.00	1	2
1457				Misc Accessories 4", Vent to Roof CA	1.00	ea	1,133	1,133 /ea	15-1050	0.250 ea / hr	12	253.51	1,014					29.64	119	0.42	0	0
1458				Misc Devices 1", CA Injection Quill Assembly, PRV & Isolation Ball Valve Supply w/ H2O Confirmed	2.00	ea	566	283 /ea	15-1050	1.000 ea / hr	6	253.51	507					29.64	59			
1459				<b>1/2" to 2" DC CA @ Process Bldg</b>																		
1460				PVC Pipe 1/2", CA	20.00	lf	150	7 /lf	15-1040	13.500 lf / hr	1	98.79	146					29.64	2	0.06	1	0
1461				PVC Pipe 1", CA	20.00	lf	175	9 /lf	15-1040	13.500 lf / hr	1	98.79	146					29.64	27	0.09	2	0
1462				PVC Pipe 2", CA	20.00	lf	1															



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax		
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount			
1486				PVC DBL Containment Pipe 1/2x3", NHS	610.00	lf	49,382	81 /lf	15-1040	3.000 lf/hr	203	98.79	20,087	35.00	21,350			29.64	6,027	0.40	244	1,674		
1487				Plastic Pipe Unload 1/2"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30					14.82	0	0.00	0	0		
1488				Plastic Pipe Unload 3/4"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30					14.82	0	0.00	0	0		
1489				Plastic Pipe Unload 3"	610.00	lf	930	2 /lf	15-1020	102.800 lf/hr	12	154.72	918					14.82	9	0.00	2	0		
1490				Plastic Pipe String 1/2"	20.00	lf	76	4 /lf	15-1020	41.200 lf/hr	1	154.72	75					14.82	1	0.01	0	0		
1491				Plastic Pipe String 3/4"	20.00	lf	76	4 /lf	15-1020	41.200 lf/hr	1	154.72	75					14.82	1	0.01	0	0		
1492				Plastic Pipe String 3"	610.00	lf	2,316	4 /lf	15-1020	41.200 lf/hr	30	154.72	2,291					14.82	19	0.01	6	0		
1493				Plastic Pipe Testing 1/2"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0		
1494				Plastic Pipe Testing 3/4"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0		
1495				Plastic Pipe Testing 3"	610.00	lf	2,322	4 /lf	15-1120	53.570 lf/hr	23	201.58	2,295							0.04	24	2		
1496			03 - 0340	NAOH, Sodium Hydroxide																				
1497																								
1498				PVC Flange 2"	10.00	ea	283	28 /ea	15-1050	10.000 ea/hr	3	253.51	254					29.64	30	0.03	0	0		
1499				PVC Flange 6"	2.00	ea	142	71 /ea	15-1050	4.000 ea/hr	2	253.51	127					29.64	15	0.13	0	0		
1500				Check Valve, PVC 2", NAOH	2.00	ea	256	128 /ea	15-1050	2.000 ea/hr	3	253.51	254					29.64	1	0.42	1	0		
1501				PVC Ball Valve 1", NAOH	4.00	ea	342	86 /ea	15-1050	3.000 ea/hr	4	253.51	338					29.64	2	0.42	2	0		
1502				PVC Ball Valve 2", NAOH	6.00	ea	767	128 /ea	15-1050	2.000 ea/hr	9	253.51	761					29.64	4	0.42	3	0		
1503				SS BNG Kit 2"	10.00	ea	7	1 /ea	15-1050	hr/ea		253.51						29.64		0.67	7	1		
1504				Misc Accessories 2", Truck Unloading Camelock, NAOH	2.00	ea	566	283 /ea	15-1050	1.000 ea/hr	6	253.51	507					29.64		0.08	0	0		
1505				Misc Accessories 4", Vent to Roof NAOH	2.00	ea	2,266	1,133 /ea	15-1050	0.250 ea/hr	24	253.51	2,028					29.64		0.42	1	0		
1506				Strainer 2", NAOH	2.00	ea	1,114	557 /ea	15-1050	6.000 ea/hr	1	253.51	85	450.00	900			29.64					70	
1507				Misc Devices 1/2", NAOH Injection Quill Assembly, PRV & Isolation Ball Valve Supply w/ H2O Confirmed	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64						
1508				Misc Devices 1/2", NAOH Injection Quill Assembly, No Tag, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500			29.64						194
1509				Misc Devices 1/2", NAOH Injection Quill Assembly, PRV & Isolation Ball Valve Supply w/ H2O Confirmed	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64						
1510				Misc Devices 2", Drain Port, NAOH	2.00	ea	566	283 /ea	15-1050	1.000 ea/hr	6	253.51	507					29.64						
1511				Calibration Column, NAOH	2.00	ea	590	295 /ea	15-1050	2.000 ea/hr	3	253.51	254	150.00	300			29.64		2.50	5	24		
1512				Misc Instrumentation, LSL7601, NAOH	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150			29.64		2.50	3	12		
1513				Misc Instrumentation, LIT7601A/B, NAOH	2.00	ea	590	295 /ea	15-1050	2.000 ea/hr	3	253.51	254	150.00	300			29.64		2.50	5	24		
1514				Misc Instrumentation, LSL7602, NAOH	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150			29.64		2.50	3	12		
1515				Misc Instrumentation, LIT7602A/B, NAOH	2.00	ea	590	295 /ea	15-1050	2.000 ea/hr	3	253.51	254	150.00	300			29.64		2.50	5	24		
1516				1/2" to 2" DC NAOH @ Process Bldg																				
1517				PVC Pipe 1/2", NAOH	20.00	lf	149	7 /lf	15-1040	13.500 lf/hr	1	98.79	146					29.64		0.06	1	0		
1518				PVC DBL Containment Pipe 1/2x3", NAOH	530.00	lf	42,905	81 /lf	15-1040	3.000 lf/hr	177	98.79	17,453	35.00	18,550			29.64		0.40	212	1,454		
1519				Plastic Pipe Unload 1/2"	20.00	lf	30	2 /lf	15-1020	102.800 lf/hr	0	154.72	30					14.82	0	0.00	0	0		
1520				Plastic Pipe Unload 3"	530.00	lf	808	2 /lf	15-1020	102.800 lf/hr	10	154.72	798					14.82	8	0.00	2	0		
1521				Plastic Pipe String 1/2"	20.00	lf	76	4 /lf	15-1020	41.200 lf/hr	1	154.72	75					14.82	1	0.01	0	0		
1522				Plastic Pipe String 3"	530.00	lf	2,012	4 /lf	15-1020	41.200 lf/hr	26	154.72	1,990					14.82	16	0.01	5	0		
1523				Plastic Pipe Testing 1/2"	20.00	lf	68	3 /lf	15-1110	53.570 lf/hr	1	180.15	67							0.04	1	0		
1524				Plastic Pipe Testing 3"	530.00	lf	2,017	4 /lf	15-1120	53.570 lf/hr	20	201.58	1,994							0.04	21	2		
1525			03 - 0345	H2SO4, Sulfuric Acid																				
1526																								
1527				PVC Flange 2"	5.00	ea	142	28 /ea	15-1050	10.000 ea/hr	2	253.51	127					29.64		0.03	0	0		
1528				PVC Flange 6"	1.00	ea	71	71 /ea	15-1050	4.000 ea/hr	1	253.51	63					29.64		0.13	0	0		
1529				Check Valve, PVC 2", H2SO4	3.00	ea	383	128 /ea	15-1050	2.000 ea/hr	5	253.51	380					29.64		0.42	1	0		
1530				PVC Ball Valve 1", H2SO4	2.00	ea	171	86 /ea	15-1050	3.000 ea/hr	2	253.51	169					29.64		0.42	1	0		
1531				PVC Ball Valve 2", H2SO4	3.00	ea	383	128 /ea	15-1050	2.000 ea/hr	5	253.51	380					29.64		0.42	1	0		
1532				SS BNG Kit 2"	5.00	ea	4	1 /ea	15-1050	hr/ea		253.51						29.64		0.67	3	0		
1533				Misc Accessories 2", Truck Unloading Camelock, H2SO4	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64		0.08	0	0		
1534				Misc Accessories 4", Vent to Roof, H2SO4	1.00	ea	1,133	1,133 /ea	15-1050	0.250 ea/hr	12	253.51	1,014					29.64		0.42	0	0		
1535				Strainer 2", H2SO4	1.00	ea	557	557 /ea	15-1050	6.000 ea/hr	1	253.51	42	450.00	450			29.64					35	
1536				Misc Devices 1/2", H2SO4 Injection Quill Assembly, PRV & Isolation Ball Valve Supply w/ H2O Confirmed	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64						
1537				Misc Devices 1/2", H2SO4 Injection Quill Assembly, No Tag, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977 /ea	15-1050	1.000 ea/hr	3	253.51	254	2,500.00	2,500			29.64						194
1538				Misc Devices 1/2", H2SO4 Injection Quill Assembly, PRV & Isolation Ball Valve Supply w/ H2O Confirmed	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64						
1539				Misc Devices 2", Drain Port, H2SO4	1.00	ea	283	283 /ea	15-1050	1.000 ea/hr	3	253.51	254					29.64						
1540				Calibration Column, H2SO4	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150			29.64		2.50	3	12		
1541				Misc Instrumentation, LSL7301, H2SO4	1.00	ea	295	295 /ea	15-1050	2.000 ea/hr	2	253.51	127	150.00	150			29.64		2.50	3	12		
1542				Misc Instrumentation, LIT7301A/B, H2SO4	2.00	ea	590	295 /ea	15-1050	2.000 ea/hr	3	253.51	254	150.00	300			29.64		2.50	5	24		
1543				1/2" to 2" DC H2SO4 @ Process Bldg																				
1544				PVC Pipe 1/2", H2SO4	60.00	lf	448	7 /lf	15-1040	13.500 lf/hr	4	98.79	439					29.64		0.06	4	0		
1545				PVC Pipe 3/4", H2SO4	20.00	lf	150	8 /lf	15-1040	13.500 lf/hr														

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1569				SS Pipe Testing 1-1/2"	160.00	lf	583	4 /lf	15- 1110		6	180.15	576							0.04	6	0
1570				SS Pipe Testing 6"	160.00	lf	1,620	10 /lf	15- 1120		16	201.58	1,613							0.04	6	1
1571				<b>03 - 0355 ROS, RO Supply</b>																		
1572																						
1573				Butterfly Valve, Manual IB 4", VBF 2002 x	1.00	ea	149	149 /ea	15- 1030		2	98.79	148					14.82	0	0.42	0	0
1574				Butterfly Valve, Manual IB 8", VBF 2011, 2021, 2031, 2015, 2025, 2035 x	6.00	ea	1,439	240 /ea	15- 1030		15	98.79	1,434					14.82	2	0.42	3	0
1575				Butterfly Valve, Manual IB 10", VBF 2051, 2052 x	2.00	ea	571	286 /ea	15- 1040		6	98.79	567					29.64	2	0.83	2	0
1576				Butterfly Valve, Manual IB 16", VBF 2001 x	1.00	ea	671	671 /ea	15-6015		9	154.72	658					82.08	10	2.50	3	0
1577				Check Valve, Flg IB 8", VCK 2014, 2024, 2034 x	3.00	ea	2,186	729 /ea	15- 1050		26	253.51	2,183					29.64	2	0.42	1	0
1578				SS BNG Kit 10"	6.00	ea	24	4 /ea	15- 1050			253.51						29.64		3.67	22	2
1579				SS BNG Kit 12"	4.00	ea	22	5 /ea	15- 1050			253.51						29.64		5.00	20	2
1580				Flow Meter 10", FE2050 x	1.00	ea	104	104 /ea	15- 1050		1	253.51	49					29.64	1	50.00	50	4
1581				Air Vac Assembly 1", AVR/V 2201-1, 2, 3, 4	4.00	ea	1,230	308 /ea	15- 1050		14	253.51	1,179					29.64	30	5.00	20	2
1582				Air Vac Assembly 1", AV 2001, 2002	2.00	ea	615	308 /ea	15- 1050		7	253.51	590					29.64	15	5.00	10	1
1583				Misc Devices 1/2", Sample Port	5.00	ea	1,416	283 /ea	15- 1050		15	253.51	1,268					29.64			148	
1584				Misc Devices 1/2", Sample Port x	4.00	ea	1,133	283 /ea	15- 1050		12	253.51	1,014					29.64			119	
1585				Pressure Switch/ PI Assembly, PSH/PI 2013, 2023, 2033 x	3.00	ea	1,017	339 /ea	15- 1050		6	253.51	507	150.00	450			29.64	15	3.33	10	36
1586				FSL 2013, 2023, 2033 x	3.00	ea	1,017	339 /ea	15- 1050		6	253.51	507	150.00	450			29.64	15	3.33	10	36
1587				Pressure Gauge Assembly, PI 2012, 2022, 2032 x	3.00	ea	1,017	339 /ea	15- 1050		6	253.51	507	150.00	450			29.64	15	3.33	10	36
1588				Pressure Transmitter, PIT 2053 x	1.00	ea	250	250 /ea	15- 1050		1	253.51	85	150.00	150			29.64	2	1.67	2	12
1589				Misc Instrumentation, LIT2000A/B x	2.00	ea	590	295 /ea	15- 1050		3	253.51	254	150.00	300			29.64	7	2.50	5	24
1590				<b>1" &amp; 16" RO Feed @ Process Bldg</b>																		
1591				PVC Pipe 1"	20.00	lf	175	9 /lf	15- 1040		1	98.79	146					29.64	27	0.09	2	0
1592				PVC Pipe 16"	20.00	lf	1,190	60 /lf	15- 1040		12	98.79	1,171					29.64	11	0.38	8	1
1593				Plastic Pipe Unload 1"	20.00	lf	30	2 /lf	15- 1020		0	154.72	30					14.82	0	0.00	0	0
1594				Plastic Pipe Unload 16"	20.00	lf	124	6 /lf	15- 1020		2	154.72	124					14.82	0	0.01	0	0
1595				Plastic Pipe String 1"	20.00	lf	76	4 /lf	15- 1020		1	154.72	75					14.82	1	0.01	0	0
1596				Plastic Pipe String 16"	20.00	lf	568	28 /lf	15- 1050		7	253.51	563					29.64	4	0.05	1	0
1597				Plastic Pipe Testing 1"	20.00	lf	68	3 /lf	15- 1110		1	180.15	67					29.64		0.04	1	0
1598				Plastic Pipe Testing 16"	20.00	lf	76	4 /lf	15- 1120		1	201.58	75					29.64		0.04	1	0
1599				<b>1" to 3" RO Flush Feed @ Process Bldg</b>																		
1600				PVC Pipe 1"	20.00	lf	175	9 /lf	15- 1040		1	98.79	146					29.64	27	0.09	2	0
1601				PVC Pipe 2"	160.00	lf	1,219	8 /lf	15- 1040		12	98.79	1,171					29.64	28	0.12	19	1
1602				PVC Pipe 3"	20.00	lf	397	20 /lf	15- 1040		4	98.79	390					29.64	4	0.13	3	0
1603				Plastic Pipe Unload 1"	20.00	lf	30	2 /lf	15- 1020		0	154.72	30					14.82	0	0.00	0	0
1604				Plastic Pipe Unload 2"	160.00	lf	244	2 /lf	15- 1020		3	154.72	241					14.82	2	0.00	1	0
1605				Plastic Pipe Unload 3"	20.00	lf	30	2 /lf	15- 1020		0	154.72	30					14.82	0	0.00	0	0
1606				Plastic Pipe String 1"	20.00	lf	76	4 /lf	15- 1020		1	154.72	75					14.82	1	0.01	0	0
1607				Plastic Pipe String 2"	160.00	lf	608	4 /lf	15- 1020		8	154.72	601					14.82	5	0.01	2	0
1608				Plastic Pipe String 3"	20.00	lf	76	4 /lf	15- 1020		1	154.72	75					14.82	1	0.01	0	0
1609				Plastic Pipe Testing 1"	20.00	lf	68	3 /lf	15- 1110		1	180.15	67					29.64		0.04	1	0
1610				Plastic Pipe Testing 2"	160.00	lf	545	3 /lf	15- 1110		6	180.15	538					29.64		0.04	6	1
1611				Plastic Pipe Testing 3"	20.00	lf	76	4 /lf	15- 1120		1	201.58	75					29.64		0.04	1	0
1612				<b>16" RO Supply @ Process Bldg</b>																		
1613				PVC Pipe 16"	30.00	lf	1,785	60 /lf	15- 1040		18	98.79	1,756					29.64	17	0.38	11	1
1614				Plastic Pipe Unload 16"	30.00	lf	186	6 /lf	15- 1020		2	154.72	186					14.82	1	0.01	0	0
1615				Plastic Pipe String 16"	30.00	lf	852	28 /lf	15- 1050		10	253.51	845					29.64	6	0.05	1	0
1616				Plastic Pipe Testing 16"	30.00	lf	114	4 /lf	15- 1120		1	201.58	113					29.64		0.04	1	0
1617				<b>8" &amp; 16" RO Feed @ Process Bldg</b>																		
1618				<b>DI Flange Joint Pipe 8"</b>	30.00	lf		/lf														
1619				<b>DI Flange Joint Pipe 16"</b>	20.00	lf		/lf														
1620				DI Spool 8in x 1ft, Standard	3.00	ea	1,595	532 /ea	15- 1050		18	253.51	1,506					29.64	89			
1621				DI Spool 8in x 3ft, Standard	3.00	ea	1,595	532 /ea	15- 1050		18	253.51	1,506					29.64	89			
1622				DI Spool 16in x 1ft, Standard	2.00	ea	1,991	996 /ea	15- 1050		23	253.51	1,932					29.64	59			
1623				DI Spool 16in x 2ft, Standard	2.00	ea	1,991	996 /ea	15- 1050		23	253.51	1,932					29.64	59			
1624				DI Spool 16in x 4ft, Standard	2.00	ea	1,991	996 /ea	15- 1050		23	253.51	1,932					29.64	59			
1625				DI Spool 16in x 7ft, Standard	1.00	ea	1,140	1,140 /ea	15- 1050		13	253.51	1,110					29.64	30			
1626				Ductile Iron Pipe Unload 8"	30.00	lf	18	1 /lf	15- 1020		0	154.72	17					14.82	1	0.01	0	0
1627				Ductile Iron Pipe Unload 16"	20.00	lf	30	2 /lf	15- 1050		0	253.51	28					29.64	2	0.02	0	0
1628				Ductile Iron Pipe String 8"	30.00	lf	72	2 /lf	15- 1020		1	154.72	69					14.82	2	0.03	1	0
1629				Ductile Iron Pipe String 16"	20.00	lf	175	9 /lf	15- 1050		2	253.51	169					29.64	4	0.06	1	0
1630				Ductile Iron Pipe Testing 8"	30.00	lf	152	5 /lf	15- 1120		2	201.58	151					29.64		0.04	1	0
1631				Ductile Iron Pipe Testing 16"	20.00	lf	202	10 /lf	15- 1120		2	201.58	202									



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax			
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount				
1658				Ductile Iron Pipe Testing 12"	10.00	lf		51		5 /lf	15-1120		201.58							0.04		0	0		
1659				DI Fitting 12" Bend 45, Flanged	4.00	ea	2,922	731	/ea	15-1050		2.870	hr / ea	34	253.51	2,910			29.64	7	1.17	5	0		
1660				DI Fitting 8" Bend 90, Flanged	3.00	ea	1,509	503	/ea	15-1050		1.980	hr / ea	18	253.51	1,506			29.64	2	0.42	1	0		
1661				DI Fitting 12" Bend 90, Flanged	1.00	ea	731	731	/ea	15-1050		2.870	hr / ea	9	253.51	728			29.64	2	1.17	1	0		
1662				DI Fitting 12x10" Reducing Wye, Flanged	3.00	ea	2,952	984	/ea	15-1050		3.870	hr / ea	35	253.51	2,943			29.64	5	1.17	4	0		
1663				DI Fitting 8x6" CON Rdc, Flanged	3.00	ea	1,327	442	/ea	15-1050		1.740	hr / ea	16	253.51	1,323			29.64	2	0.42	1	0		
1664				DI Fitting 8" Blind Flange	3.00	ea	832	277	/ea	15-1050		1.090	hr / ea	10	253.51	829			29.64	2	0.42	1	0		
1665				SS BNG Kit 8"	30.00	ea	81	3	/ea	15-1050			hr / ea		253.51				29.64		2.50	75	6		
1666				SS BNG Kit 12"	16.00	ea	86	5	/ea	15-1050			hr / ea		253.51				29.64		5.00	80	6		
1667				Flex Sleeve Coupling 8"	3.00	ea	371	124	/ea	15-1050		2.140	ea / hr	4	253.51	355			29.64	9	2.00	6	0		
1668				Flex Sleeve Coupling 12"	1.00	ea	164	164	/ea	15-1050		1.610	ea / hr	2	253.51	157			29.64	4	2.67	3	0		
1669				Flex Sleeve Coupling Harness 8"	3.00	ea	371	124	/ea	15-1050		2.140	ea / hr	4	253.51	355			29.64	9	2.00	6	0		
1670				Flex Sleeve Coupling Harness 12"	1.00	ea	247	247	/ea	15-1050		1.070	ea / hr	3	253.51	237			29.64	6	4.00	4	0		
1671				1" RO Feed @ Process Bldg																					
1672				SS Pipe 1"	20.00	lf	568	28	/lf	15-1050		10.000	lf / hr	6	253.51	507			29.64	59	0.09	2	0		
1673				SS Pipe Unload 1"	20.00	lf	7	0	/lf	15-1020		500.000	lf / hr	0	154.72	6			14.82	0	0.00	0	0		
1674				SS Pipe String 1"	20.00	lf	13	1	/lf	15-1020		250.000	lf / hr	0	154.72	12			14.82	1	0.01	0	0		
1675				SS Pipe Testing 1"	20.00	lf	73	4	/lf	15-1110		50.000	lf / hr	1	180.15	72					0.04	1	0		
1676				8" to 12" RO Supply @ Process Bldg																					
1677				SS Pipe 8"	40.00	lf	15,886	397	/lf	15-1050									367.96		29.64	16	0.27	11	1,142
1678				SS Pipe 12"	140.00	lf	80,366	574	/lf	15-1050					531.49	74,409				29.64	110	0.53	74	5,772	
1679				SS Small Spool Standard Install 8"	4.00	ea	2,035	509	/ea	15-1050		2.000	hr / ea	24	253.51	2,028			29.64	4	0.67	3	0		
1680				SS Small Spool Standard Install 12"	4.00	ea	2,045	511	/ea	15-1050		2.000	hr / ea	24	253.51	2,028			29.64	10	1.67	7	1		
1681				SS Medium Spool Standard Install 12"	12.00	ea	6,161	513	/ea	15-1050		2.000	hr / ea	72	253.51	6,084			29.64	44	2.50	30	2		
1682				SS Pipe Unload 8"	40.00	lf	25	1	/lf	15-1020		270.000	lf / hr	0	154.72	23			14.82	1	0.01	0	0		
1683				SS Pipe Unload 12"	140.00	lf	87	1	/lf	15-1020		270.000	lf / hr	1	154.72	80			14.82	5	0.01	1	0		
1684				SS Pipe String 8"	40.00	lf	95	2	/lf	15-1020		68.000	lf / hr	1	154.72	91			14.82	3	0.03	1	0		
1685				SS Pipe String 12"	140.00	lf	336	2	/lf	15-1020		68.000	lf / hr	4	154.72	319			14.82	13	0.03	4	0		
1686				SS Pipe Testing 8"	40.00	lf	405	10	/lf	15-1120		20.000	lf / hr	4	201.58	403					0.04	2	0		
1687				SS Pipe Testing 12"	140.00	lf	1,417	10	/lf	15-1120		20.000	lf / hr	14	201.58	1,411					0.04	6	0		
1688				SS BW Pipe Weld 8"	4.00	ea	2,159	540	/ea	15-1050		2.000	hr / ea	24	253.51	2,028			29.64	76	12.83	51	4		
1689				SS BW Pipe Weld 12"	10.00	ea	5,484	548	/ea	15-1050		2.000	hr / ea	60	253.51	5,070			29.64	240	16.17	162	13		
1690				SS BNG Kit 8"	12.00	ea	32	3	/ea	15-1050			hr / ea		253.51				29.64		2.50	30	2		
1691				SS BNG Kit 12"	10.00	ea	54	5	/ea	15-1050			hr / ea		253.51				29.64		5.00	50	4		
1692				SS Flex Sleeve Coupling 8"	4.00	ea	494	124	/ea	15-1050		2.140	ea / hr	6	253.51	474			29.64	12	2.00	8	1		
1693				SS Flex Sleeve Coupling 12"	5.00	ea	821	164	/ea	15-1050		1.610	ea / hr	9	253.51	787			29.64	20	2.67	13	1		
1694				SS Flex Sleeve Coupling Harness 12"	1.00	ea	247	247	/ea	15-1050		1.070	ea / hr	3	253.51	237			29.64	6	4.00	4	0		
1695				03 - 0360 ATS, Antiscalant																					
1696																									
1697				PVC Ball Valve 1", ATS	2.00	ea	171	86	/ea	15-1050		3.000	ea / hr	2	253.51	169			29.64	1	0.42	1	0		
1698				Flexible Coupling 1", ATS	2.00	ea	3,417	1,708	/ea	15-1050		4.290	hr / ea	26	253.51	2,175		25.00	50	29.64	1,186	1.00	2	4	
1699				Misc Accessories 4", Vent to Roof ATS	2.00	ea	2,266	1,133	/ea	15-1050		0.250	ea / hr	24	253.51	2,028			29.64	237	0.42	1	0		
1700				Misc Devices 1/4", ATSIInjection Quill Assembly, PRV & Isolation Ball Valve	1.00	ea	2,977	2,977	/ea	15-1050		1.000	ea / hr	3	253.51	254		2,500.00	2,500	29.64	30	0.42	1	0	
1701				1/2" to 2" DC ATS @ Process Bldg																					
1702				PVC Pipe 1/2", ATS	20.00	lf	149	7	/lf	15-1040		13.500	lf / hr	1	98.79	146			29.64	2	0.06	1	0		
1703				PVC Pipe 3/4", ATS	20.00	lf	150	8	/lf	15-1040		13.500	lf / hr	1	98.79	146			29.64	2	0.07	1	0		
1704				PVC Pipe 1", ATS	20.00	lf	175	9	/lf	15-1040		13.500	lf / hr	1	98.79	146			29.64	27	0.09	2	0		
1705				PVC DBL Containment Pipe 1/2x3", ATS	320.00	lf	25,905	81	/lf	15-1040		3.000	lf / hr	107	98.79	10,538		35.00	11,200	29.64	3,162	0.40	128	878	
1706				Plastic Pipe Unload 1/2"	20.00	lf	30	2	/lf	15-1020		102.800	lf / hr	0	154.72	30			14.82	0	0.00	0	0		
1707				Plastic Pipe Unload 3/4"	20.00	lf	30	2	/lf	15-1020		102.800	lf / hr	0	154.72	30			14.82	0	0.00	0	0		
1708				Plastic Pipe Unload 1"	20.00	lf	30	2	/lf	15-1020		102.800	lf / hr	0	154.72	30			14.82	0	0.00	0	0		
1709				Plastic Pipe Unload 3"	320.00	lf	488	2	/lf	15-1020		102.800	lf / hr	6	154.72	482			14.82	5	0.00	1	0		
1710				Plastic Pipe String 1/2"	20.00	lf	76	4	/lf	15-1020		41.200	lf / hr	1	154.72	75			14.82	1	0.01	0	0		
1711				Plastic Pipe String 3/4"	20.00	lf	76	4	/lf	15-1020		41.200	lf / hr	1	154.72	75			14.82	1	0.01	0	0		
1712				Plastic Pipe String 1"	20.00	lf	76	4	/lf	15-1020		41.200	lf / hr	1	154.72	75			14.82	1	0.01	0	0		
1713				Plastic Pipe String 3"	320.00	lf	1,215	4	/lf	15-1020		41.200	lf / hr	16	154.72	1,202			14.82	10	0.01	3	0		
1714				Plastic Pipe Testing 1/2"	20.00	lf	68	3	/lf	15-1110		53.570	lf / hr	1	180.15	67					0.04	1	0		
1715				Plastic Pipe Testing 3/4"	20.00	lf	68	3	/lf	15-1110		53.570	lf / hr	1	180.15	67					0.04	1	0		
1716				Plastic Pipe Testing 1"	20.00	lf	68	3	/lf	15-1110		53.570	lf / hr	1	180.15	67					0.04	1	0		
1717				Plastic Pipe Testing 3"	320.00	lf	1,218	4	/lf	15-1120		53.570	lf / hr	12	201.58	1,204					0.04	13	1		
1718				03 - 0365 ROP, RO Permeate																					
1719																									
1720				PVC Flange 2"	8.00	ea	227	28	/ea	15-1050		10.000	ea / hr	2	253.51	203			29.64	24	0.03	0	0		
1721				PVC Flange 3"	2.00	ea	71	35	/ea	15-1050		8.000	ea / hr	1	253.51	63			29.64	7	0.06	0	0		
1722				PVC Flange 10"	3.00	ea	426	142	/ea	15-1050		2.000	ea / hr	5	253.51	380			29.64	44	0.31	1	0		
1723				PVC Flange 12"	2.00	ea	284	142	/ea	15-1050		2.000	ea / hr	3	253.51	254			29.64	30	0.38	1	0		
1724				Butterfly Valve, Manual IB 3" VBF-29## w/ H2Oi x Supply w/ H2O Confirmed	1.00	ea	149	149	/ea	15-1030		1.500	hr / ea	2	98.79	148			14.82	0	0.42	0	0		
1725				Butterfly Valve, Pneumatic IB 2", VBM-2900-1, 2, 3, 4 x	4.00	ea	785	196	/ea	15-1030		1.980	hr / ea	8	98.79	782									

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1746				Plastic Pipe Unload 6"	60.00	lf	373	6 /lf	15-1020	0.040	hr / lf	5	154.72	371				14.82	1	0.01	0	0
1747				Plastic Pipe Unload 10"	80.00	lf	195	2 /lf	15-1020	64.103	lf / hr	2	154.72	193				14.82	2	0.01	1	0
1748				Plastic Pipe Unload 12"	60.00	lf	373	6 /lf	15-1020	0.040	hr / lf	5	154.72	371				14.82	1	0.01	0	0
1749				Plastic Pipe String 1-1/2"	20.00	lf	76	4 /lf	15-1020	41.200	lf / hr	1	154.72	75				14.82	1	0.01	0	0
1750				Plastic Pipe String 4"	20.00	lf	106	5 /lf	15-1020	29.400	lf / hr	1	154.72	105				14.82	1	0.02	0	0
1751				Plastic Pipe String 6"	60.00	lf	319	5 /lf	15-1020	29.400	lf / hr	4	154.72	316				14.82	3	0.02	1	0
1752				Plastic Pipe String 10"	80.00	lf	608	8 /lf	15-1020	20.600	lf / hr	8	154.72	601				14.82	5	0.02	2	0
1753				Plastic Pipe String 12"	60.00	lf	546	9 /lf	15-1020	17.200	lf / hr	7	154.72	540				14.82	4	0.03	2	0
1754				Plastic Pipe Testing 1-1/2"	20.00	lf	68	3 /lf	15-1110	53.570	lf / hr	1	180.15	67						0.04	1	0
1755				Plastic Pipe Testing 4"	20.00	lf	76	4 /lf	15-1120	53.570	lf / hr	1	201.58	75						0.04	1	0
1756				Plastic Pipe Testing 6"	60.00	lf	228	4 /lf	15-1120	53.570	lf / hr	2	201.58	226						0.04	2	0
1757				Plastic Pipe Testing 10"	80.00	lf	304	4 /lf	15-1120	53.570	lf / hr	3	201.58	301						0.04	3	0
1758				Plastic Pipe Testing 12"	60.00	lf	228	4 /lf	15-1120	53.570	lf / hr	2	201.58	226						0.04	2	0
1759				<b>03 - 0370 ROC, RO Concentrate</b>																		
1760																						
1761				Air Vac Assembly 1", AVR 3001-1, 2, 3, 4 x	4.00	ea	1,230	308 /ea	15-1050	0.860	ea / hr	14	253.51	1,179				29.64	30	5.00	20	2
1762				Misc Instrumentation, F13000-1, 2, 3, 4 x	4.00	ea	1,179	295 /ea	15-1050	2.000	ea / hr	6	253.51	507	150.00	600		29.64	15	2.50	10	47
1763				<b>1.5 to 8" RO Concentrate @ Process Bldg</b>																		
1764				PVC Pipe 1-1/2"	80.00	lf	605	8 /lf	15-1040	13.500	lf / hr	6	98.79	585				29.64	11	0.10	8	1
1765				PVC Pipe 4"	40.00	lf	1,190	30 /lf	15-1040	3.375	lf / hr	12	98.79	1,171				29.64	11	0.19	8	1
1766				PVC Pipe 8"	100.00	lf	4,261	43 /lf	15-1040	2.363	lf / hr	42	98.79	4,182				29.64	46	0.31	31	2
1767				Plastic Pipe Unload 1-1/2"	80.00	lf	122	2 /lf	15-1020	102.800	lf / hr	2	154.72	120				14.82	1	0.00	0	0
1768				Plastic Pipe Unload 4"	40.00	lf	249	6 /lf	15-1020	0.040	hr / lf	3	154.72	248				14.82	1	0.01	0	0
1769				Plastic Pipe Unload 8"	100.00	lf	622	6 /lf	15-1020	0.040	hr / lf	8	154.72	619				14.82	2	0.01	1	0
1770				Plastic Pipe String 1-1/2"	80.00	lf	304	4 /lf	15-1020	41.200	lf / hr	4	154.72	300				14.82	2	0.01	1	0
1771				Plastic Pipe String 4"	40.00	lf	213	5 /lf	15-1020	29.400	lf / hr	3	154.72	211				14.82	2	0.02	1	0
1772				Plastic Pipe String 8"	100.00	lf	760	8 /lf	15-1020	20.600	lf / hr	10	154.72	751				14.82	6	0.02	2	0
1773				Plastic Pipe Testing 1-1/2"	80.00	lf	272	3 /lf	15-1110	53.570	lf / hr	3	180.15	269						0.04	3	0
1774				Plastic Pipe Testing 4"	40.00	lf	152	4 /lf	15-1120	53.570	lf / hr	1	201.58	151						0.04	2	0
1775				Plastic Pipe Testing 8"	100.00	lf	381	4 /lf	15-1120	53.570	lf / hr	4	201.58	376						0.04	4	0
1776				<b>03 - 0375 PW, Potable Water</b>																		
1777																						
1778				Hose Bibs Stations	17.00	ea	7,725	454 /ea	15-1030	4.000	hr / ea	68	98.79	6,718				14.82	1,008			
1779				Emergency Eyewash- w/ FSH 7051, 7151	2.00	ea	1,229	614 /ea	15-PF1	6.000	hr / ea	12	98.79	1,185						20.00	40	3
1780				Emergency Eyewash- w/ FSH 7351, 7352	2.00	ea	1,229	614 /ea	15-PF1	6.000	hr / ea	12	98.79	1,185						20.00	40	3
1781				Emergency Eyewash- w/ FSH 7451, 74##	2.00	ea	1,229	614 /ea	15-PF1	6.000	hr / ea	12	98.79	1,185						20.00	40	3
1782				Emergency Eyewash- w/ FSH no tag	1.00	ea	614	614 /ea	15-PF1	6.000	hr / ea	6	98.79	593						20.00	20	2
1783				Emergency Eyewash- w/ FSH 7651	1.00	ea	614	614 /ea	15-PF1	6.000	hr / ea	6	98.79	593						20.00	20	2
1784				Emergency Eyewash- w/ FSH 7751	1.00	ea	614	614 /ea	15-PF1	6.000	hr / ea	6	98.79	593						20.00	20	2
1785				Emergency Eyewash- w/ FSH no tag	1.00	ea	614	614 /ea	15-PF1	6.000	hr / ea	6	98.79	593						20.00	20	2
1786				Water Heater-Commercial Elec, EWH-1	1.00	ea	4,979	4,979 /ea	15-PF1	6.000	hr / ea	6	98.79	593			4,300.00	4,300		80.00	80	6
1787				Water Heater-Commercial Elec, EWH-2	1.00	ea	481	481 /ea	15-PF1	4.000	hr / ea	4	98.79	395						80.00	80	6
1788				Thermostatic Mixing Valve, TMV-1	1.00	ea	679	679 /ea	15-PF1	6.000	hr / ea	6	98.79	593						80.00	80	6
1789				Thermostatic Mixing Valve, TMV-2	10.00	ea	2,838	284 /ea	15-PF1	2.000	hr / ea	20	98.79	1,976						80.00	800	62
1790				Recirculatory Pump, RCP-1	1.00	ea	481	481 /ea	15-PF1	0.250	ea / hr	4	98.79	395						80.00	80	6
1791				PVC Flange 2.5"	3.00	ea	85	28 /ea	15-1050	10.000	ea / hr	1	253.51	76				29.64	9	0.03	0	0
1792				Butterfly Valve, Pneumatic IB 2.5", VBF2901 w/ H2O x Supply w/ H2O Confirmed	1.00	ea	196	196 /ea	15-1030	1.980	hr / ea	2	98.79	196				14.82	0	0.42	0	0
1793				SS BNG Kit 2.5"	3.00	ea	2	1 /ea	15-1050		hr / ea		253.51					29.64		5.67	2	0
1794				Air Vac Assembly 1", AVR 2904 x	1.00	ea	308	308 /ea	15-1050	0.860	ea / hr	3	253.51	295				29.64	7	5.00	5	0
1795				<b>6" Potable Water @ Process Bldg</b>																		
1796				PVC Pipe 6"	20.00	lf	596	30 /lf	15-1040	3.375	lf / hr	6	98.79	585				29.64	6	0.21	4	0
1797				Plastic Pipe Unload 6"	20.00	lf	124	6 /lf	15-1020	0.040	hr / lf	2	154.72	124				14.82	0	0.01	0	0
1798				Plastic Pipe String 6"	20.00	lf	106	5 /lf	15-1020	29.400	lf / hr	1	154.72	105				14.82	1	0.02	0	0
1799				Plastic Pipe Testing 6"	20.00	lf	76	4 /lf	15-1120	53.570	lf / hr	1	201.58	75						0.04	1	0
1800				<b>1.5 to 2" Tepid Water @ Process Bldg</b>																		
1801				Plastic Pipe Unload 1-1/2"	200.00	lf	305	2 /lf	15-1020	102.800	lf / hr	4	154.72	301				14.82	3	0.00	1	0
1802				Plastic Pipe Unload 2"	600.00	lf	914	2 /lf	15-1020	102.800	lf / hr	12	154.72	903				14.82	9	0.00	2	0
1803				Plastic Pipe String 1-1/2"	200.00	lf	759	4 /lf	15-1020	41.200	lf / hr	10	154.72	751				14.82	6	0.01	2	0
1804				Plastic Pipe String 2"	600.00	lf	2,278	4 /lf	15-1020	41.200	lf / hr	29	154.72	2,253				14.82	19	0.01	6	0
1805				Plastic Pipe Testing 1-1/2"	200.00	lf	681	3 /lf	15-1110	53.570	lf / hr	7	180.15	673						0.04	8	1
1806				Plastic Pipe Testing 2"	600.00	lf	2,044	3 /lf	15-1110	53.570	lf / hr	22	180.15	2,018						0.04	24	2
1																						





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
1923				Plastic Pipe Testing 4"	140.00	If	533	4 /lf	15-1120	53.570 If / hr	5	201.58	527							0.04	6	0
1924				Plastic Pipe Testing 6"	60.00	If	228	4 /lf	15-1120	53.570 If / hr	2	201.58	226							0.04	2	0
1925				<b>3" to 14" Drain @ Process Bldg</b>																		
1926				PVC Pipe 3"	20.00	If	397	20 /lf	15-1040	5.063 If / hr	4	98.79	390			29.64	4			0.13	3	0
1927				PVC Pipe 8"	80.00	If	3,409	43 /lf	15-1040	2.363 If / hr	34	98.79	3,345			29.64	37			0.31	25	2
1928				PVC Pipe 10"	20.00	If	2,357	118 /lf	15-1050	2.167 If / hr	28	253.51	2,340			29.64	10			0.33	7	1
1929				PVC Pipe 12"	120.00	If	5,959	50 /lf	15-1040	2.025 If / hr	59	98.79	5,854			29.64	61			0.34	41	3
1930				PVC Pipe 15"	40.00	If	2,378	59 /lf	15-1040	1.688 If / hr	24	98.79	2,342			29.64	21			0.36	14	1
1931				PVC Pipe 18"	120.00	If	17,229	144 /lf	15-1050	1.779 If / hr	202	253.51	17,104			29.64	72			0.41	49	4
1932				Plastic Pipe Unload 3"	20.00	If	30	2 /lf	15-1020	102.800 If / hr	0	154.72	30			14.82	0			0.00	0	0
1933				Plastic Pipe Unload 6"	20.00	If	124	6 /lf	15-1020	0.040 hr / lf	2	154.72	124			14.82	0			0.01	0	0
1934				Plastic Pipe Unload 8"	20.00	If	124	6 /lf	15-1020	0.040 hr / lf	2	154.72	124			14.82	0			0.01	0	0
1935				Plastic Pipe Unload 12"	20.00	If	124	6 /lf	15-1020	0.040 hr / lf	2	154.72	124			14.82	0			0.01	0	0
1936				Plastic Pipe Unload 14"	120.00	If	746	6 /lf	15-1020	0.040 hr / lf	10	154.72	743			14.82	2			0.01	1	0
1937				Plastic Pipe Unload 18"	120.00	If	746	6 /lf	15-1020	0.040 hr / lf	10	154.72	743			14.82	2			0.01	1	0
1938				Plastic Pipe String 3"	20.00	If	76	4 /lf	15-1020	41.200 If / hr	1	154.72	75			14.82	1			0.01	0	0
1939				Plastic Pipe String 6"	20.00	If	106	5 /lf	15-1020	29.400 If / hr	1	154.72	105			14.82	1			0.02	0	0
1940				Plastic Pipe String 8"	20.00	If	152	8 /lf	15-1020	20.600 If / hr	2	154.72	150			14.82	1			0.02	0	0
1941				Plastic Pipe String 12"	20.00	If	182	9 /lf	15-1020	17.200 If / hr	2	154.72	180			14.82	1			0.03	1	0
1942				Plastic Pipe String 14"	120.00	If	3,409	28 /lf	15-1050	9.000 If / hr	40	253.51	3,380			29.64	22			0.05	6	0
1943				Plastic Pipe String 18"	120.00	If	4,511	38 /lf	15-1050	6.800 If / hr	53	253.51	4,474			29.64	30			0.06	8	1
1944				Plastic Pipe Testing 3"	20.00	If	76	4 /lf	15-1120	53.570 If / hr	1	201.58	75							0.04	1	0
1945				Plastic Pipe Testing 6"	20.00	If	76	4 /lf	15-1120	53.570 If / hr	1	201.58	75							0.04	1	0
1946				Plastic Pipe Testing 8"	20.00	If	76	4 /lf	15-1120	53.570 If / hr	1	201.58	75							0.04	1	0
1947				Plastic Pipe Testing 12"	20.00	If	76	4 /lf	15-1120	53.570 If / hr	1	201.58	75							0.04	1	0
1948				Plastic Pipe Testing 14"	120.00	If	457	4 /lf	15-1120	53.570 If / hr	4	201.58	452							0.04	5	0
1949				Plastic Pipe Testing 18"	120.00	If	457	4 /lf	15-1120	53.570 If / hr	4	201.58	452							0.04	5	0
1950				<b>1.25" to 8" Sanitary Drain @ Process Bldg</b>																		
1951				PVC Pipe 1-1/4"	20.00	If	151	8 /lf	15-1040	13.500 If / hr	1	98.79	146			29.64	3			0.10	2	0
1952				PVC Pipe 1-1/2"	20.00	If	151	8 /lf	15-1040	13.500 If / hr	1	98.79	146			29.64	3			0.10	2	0
1953				PVC Pipe 2"	80.00	If	610	8 /lf	15-1040	13.500 If / hr	6	98.79	585			29.64	14			0.12	10	1
1954				PVC Pipe 3"	400.00	If	7,941	20 /lf	15-1040	5.063 If / hr	79	98.79	7,806			29.64	79			0.13	52	4
1955				PVC Pipe 4"	1,460.00	If	43,442	30 /lf	15-1040	3.375 If / hr	433	98.79	42,736			29.64	407			0.19	277	22
1956				PVC Pipe 6"	120.00	If	3,577	30 /lf	15-1040	3.375 If / hr	36	98.79	3,513			29.64	37			0.21	25	2
1957				PVC Pipe 8"	20.00	If	852	43 /lf	15-1040	2.363 If / hr	8	98.79	836			29.64	9			0.31	6	0
1958				Plastic Pipe Unload 1-1/4"	20.00	If	30	2 /lf	15-1020	102.800 If / hr	0	154.72	30			14.82	0			0.00	0	0
1959				Plastic Pipe Unload 1-1/2"	20.00	If	30	2 /lf	15-1020	102.800 If / hr	0	154.72	30			14.82	0			0.00	0	0
1960				Plastic Pipe Unload 2"	80.00	If	122	2 /lf	15-1020	102.800 If / hr	2	154.72	120			14.82	1			0.00	0	0
1961				Plastic Pipe Unload 3"	400.00	If	610	2 /lf	15-1020	102.800 If / hr	8	154.72	602			14.82	6			0.00	2	0
1962				Plastic Pipe Unload 4"	1,080.00	If	6,713	6 /lf	15-1020	0.040 hr / lf	86	154.72	6,684			14.82	21			0.01	8	1
1963				Plastic Pipe Unload 6"	120.00	If	746	6 /lf	15-1020	0.040 hr / lf	10	154.72	743			14.82	2			0.01	1	0
1964				Plastic Pipe Unload 8"	20.00	If	124	6 /lf	15-1020	0.040 hr / lf	2	154.72	124			14.82	0			0.01	0	0
1965				Plastic Pipe String 1-1/4"	20.00	If	76	4 /lf	15-1020	41.200 If / hr	1	154.72	75			14.82	1			0.01	0	0
1966				Plastic Pipe String 1-1/2"	20.00	If	76	4 /lf	15-1020	41.200 If / hr	1	154.72	75			14.82	1			0.01	0	0
1967				Plastic Pipe String 2"	80.00	If	304	4 /lf	15-1020	41.200 If / hr	4	154.72	300			14.82	2			0.01	1	0
1968				Plastic Pipe String 3"	400.00	If	1,519	4 /lf	15-1020	41.200 If / hr	19	154.72	1,502			14.82	12			0.01	4	0
1969				Plastic Pipe String 4"	1,080.00	If	5,748	5 /lf	15-1020	29.400 If / hr	73	154.72	5,684			14.82	47			0.02	16	1
1970				Plastic Pipe String 6"	120.00	If	639	5 /lf	15-1020	29.400 If / hr	8	154.72	632			14.82	5			0.02	2	0
1971				Plastic Pipe String 8"	20.00	If	152	8 /lf	15-1020	20.600 If / hr	2	154.72	150			14.82	1			0.02	0	0
1972				Plastic Pipe Testing 1-1/4"	20.00	If	68	3 /lf	15-1110	53.570 If / hr	1	180.15	67							0.04	1	0
1973				Plastic Pipe Testing 1-1/2"	20.00	If	68	3 /lf	15-1110	53.570 If / hr	1	180.15	67							0.04	1	0
1974				Plastic Pipe Testing 2"	80.00	If	272	3 /lf	15-1110	53.570 If / hr	3	180.15	269							0.04	3	0
1975				Plastic Pipe Testing 3"	400.00	If	1,522	4 /lf	15-1120	53.570 If / hr	15	201.58	1,505							0.04	16	1
1976				Plastic Pipe Testing 4"	1,080.00	If	4,111	4 /lf	15-1120	53.570 If / hr	40	201.58	4,064							0.04	43	3
1977				Plastic Pipe Testing 6"	120.00	If	457	4 /lf	15-1120	53.570 If / hr	4	201.58	452							0.04	5	0
1978				Plastic Pipe Testing 8"	20.00	If	76	4 /lf	15-1120	53.570 If / hr	1	201.58	75							0.04	1	0
1979				<b>1/2" to 4" Vent @ Process Bldg</b>																		
1980				PVC Pipe 1-1/2"	20.00	If	151	8 /lf	15-1040	13.500 If / hr	1	98.79	146			29.64	3			0.10	2	0
1981				PVC Pipe 2"	210.00	If	1,600	8 /lf	15-1040	13.500 If / hr	16	98.79	1,537			29.64	36			0.12	25	2
1982				PVC Pipe 3"	650.00	If	12,904	20 /lf	15-1040	5.063 If / hr	128	98.79	12,684			29.64	129			0.13	85	7
1983				PVC Pipe 4"	160.00	If	4,761	30 /lf	15-1040	3.375 If / hr	4											



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax		
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount			
2012				Ductile Iron Pipe Unload 10"	10.00	lf	6	1 /lf	15- 1020	270.000	lf / hr	0	154.72					14.82	0	0.01	0	0		
2013				Ductile Iron Pipe String 4"	20.00	lf	47	2 /lf	15- 1020	67.500	lf / hr	1	154.72					14.82	1	0.02	0	0		
2014				Ductile Iron Pipe String 8"	80.00	lf	191	2 /lf	15- 1020	67.500	lf / hr	2	154.72					14.82	6	0.03	2	0		
2015				Ductile Iron Pipe String 10"	10.00	lf	24	2 /lf	15- 1020	67.500	lf / hr	0	154.72					14.82	1	0.03	0	0		
2016				Ductile Iron Pipe Testing 4"	20.00	lf	102	5 /lf	15- 1120	40.000	lf / hr	1	201.58							0.04	1	0		
2017				Ductile Iron Pipe Testing 8"	80.00	lf	407	5 /lf	15- 1120	40.000	lf / hr	4	201.58							0.04	3	0		
2018				Ductile Iron Pipe Testing 10"	10.00	lf	51	5 /lf	15- 1120	40.000	lf / hr	1	201.58							0.04	0	0		
2019			03 - 1010	<b>Pipe Insulation Subcontractor</b>																				
2020				<b>Pipe Insulation - Sodium Bisulfate</b>																				
2021				Sub - Pipe Insulation; Heat Trace w/ BSE - Sodium Bisulfate: Trueline	650.00	lf	7,444	11 /lf								11.45	7,444							
2022				<b>Pipe Insulation - Sodium Hydroxide</b>																				
2023				Sub - Pipe Insulation; Heat Trace w/ BSE - Sodium Hydroxide: Trueline	550.00	lf	6,299	11 /lf								11.45	6,299							
2024				<b>Pipe Insulation - PW</b>																				
2025				Sub - Pipe Insulation; Heat Trace w/ BSE - PW: Trueline	2,670.00	lf	18,348	7 /lf								6.87	18,348							
2026	15			<b>MFRO Inter Process Tank</b>																				
2027			03 - 0305	<b>MFS, MF Feed</b>																				
2028																								
2029				12" MFF Dbl Flex Connection for Inter Proc Tk shown on D312	1.00	ea	21,955	21,955 /ea												21,955.00	21,955			
2030				3" PW Dbl Flex Connection for Inter Proc Tk shown on D312	1.00	ea	6,364	6,364 /ea												6,364.00	6,364			
2031				Check Duck Valve, Flg IB 12"	1.00	ea	969	969 /ea	15- 1050	3.810	hr / ea	11	253.51	966						29.64	2	1.17	1	0
2032				<b>12" MFF @ Inter Pro Tank</b>																				
2033				<b>DI Flange Joint Pipe 12"</b>	40.00	lf		/lf																
2034				DI Spool 12in x 5ft, Standard	2.00	ea	1,514	757 /ea	15- 1050	2.870	hr / ea	17	253.51	1,455						29.64	59			
2035				DI Spool 12in x 6ft, Standard	1.00	ea	866	866 /ea	15- 1050	3.300	hr / ea	10	253.51	837						29.64	30			
2036				DI Spool 12in x 18ft, Standard	1.00	ea	940	940 /ea	15- 1050	3.590	hr / ea	11	253.51	910						29.64	30			
2037				Ductile Iron Pipe Unload 12"	40.00	lf	25	1 /lf	15- 1020	270.000	lf / hr	0	154.72	23						14.82	1	0.01	0	0
2038				Ductile Iron Pipe String 12"	40.00	lf	97	2 /lf	15- 1020	67.500	lf / hr	1	154.72	92						14.82	4	0.03	1	0
2039				Ductile Iron Pipe Testing 12"	40.00	lf	203	5 /lf	15- 1120	40.000	lf / hr	2	201.58	202								0.04	2	0
2040				DI Fitting 12" Bend 45, Flanged	2.00	ea	1,461	731 /ea	15- 1050	2.870	hr / ea	17	253.51	1,455						29.64	3	1.17	2	0
2041				DI Fitting 12" Bend 90, Flanged	2.00	ea	1,461	731 /ea	15- 1050	2.870	hr / ea	17	253.51	1,455						29.64	3	1.17	2	0
2042				SS BNG Kit 12"	10.00	ea	54	5 /ea	15- 1050	hr / ea			253.51							29.64		5.00	50	4
2043				Flex Sleeve Coupling 12"	2.00	ea	329	164 /ea	15- 1050	1.610	ea / hr	4	253.51	315						29.64	8	2.67	5	0
2044				<b>12" OF @ Product Water Tank</b>																				
2045				<b>DI Flange Joint Pipe 12"</b>	15.00	lf		/lf																
2046				DI Spool 12in x 3ft, Standard	3.00	ea	2,272	757 /ea	15- 1050	2.870	hr / ea	26	253.51	2,183						29.64	89			
2047				Ductile Iron Pipe Unload 12"	15.00	lf	9	1 /lf	15- 1020	270.000	lf / hr	0	154.72	9						14.82	1	0.01	0	0
2048				Ductile Iron Pipe String 12"	15.00	lf	36	2 /lf	15- 1020	67.500	lf / hr	0	154.72	34						14.82	1	0.03	0	0
2049				Ductile Iron Pipe Testing 12"	15.00	lf	76	5 /lf	15- 1120	40.000	lf / hr	1	201.58	76								0.04	1	0
2050				DI Fitting 12" Bend 90, Flanged	1.00	ea	731	731 /ea	15- 1050	2.870	hr / ea	9	253.51	728						29.64	2	1.17	1	0
2051				SS BNG Kit 12"	6.00	ea	32	5 /ea	15- 1050	hr / ea			253.51							29.64		5.00	30	2
2052				Flex Sleeve Coupling 12"	2.00	ea	329	164 /ea	15- 1050	1.610	ea / hr	4	253.51	315						29.64	8	2.67	5	0
2053				<b>12" ROS @ Inter Pro Tank</b>																				
2054				<b>DI Flange Joint Pipe 16"</b>	20.00	lf		/lf																
2055				DI Spool 16in x 3ft, Standard	1.00	ea	996	996 /ea	15- 1050	3.810	hr / ea	11	253.51	966						29.64	30			
2056				DI Spool 16in x 7ft, Standard	1.00	ea	1,140	1,140 /ea	15- 1050	4.380	hr / ea	13	253.51	1,110						29.64	30			
2057				DI Spool 16in x 15ft, Standard	1.00	ea	1,236	1,236 /ea	15- 1050	4.760	hr / ea	14	253.51	1,207						29.64	30			
2058				Ductile Iron Pipe Unload 16"	20.00	lf	30	2 /lf	15- 1050	180.000	lf / hr	0	253.51	28						29.64	2	0.02	0	0
2059				Ductile Iron Pipe String 16"	20.00	lf	175	9 /lf	15- 1050	30.000	lf / hr	2	253.51	169						29.64	4	0.06	1	0
2060				Ductile Iron Pipe Testing 16"	20.00	lf	202	10 /lf	15- 1120	20.000	lf / hr	2	201.58	202								0.04	1	0
2061				DI Fitting 16" Bend 90, Flanged	1.00	ea	969	969 /ea	15- 1050	3.810	hr / ea	11	253.51	966						29.64	2	1.17	1	0
2062				SS BNG Kit 16"	2.00	ea	16	8 /ea	15- 1050	hr / ea			253.51							29.64		7.50	15	1
2063				Flex Sleeve Coupling 16"	2.00	ea	370	185 /ea	15- 1050	1.430	ea / hr	4	253.51	355						29.64	9	3.00	6	0
2064				Flex Sleeve Coupling Harness 16"	2.00	ea	661	331 /ea	15- 1050	0.800	ea / hr	8	253.51	634						29.64	16	5.33	11	1
2065	25			<b>MFRO Product Water Tank</b>																				
2066			03 - 0005	<b>RCW</b>																				
2067				<b>12" RCW @ Product Water Tank</b>																				
2068				<b>DI Flange Joint Pipe 12"</b>	35.00	lf		/lf																
2069				DI Spool 12in x 2ft, Standard	1.00	ea	757	757 /ea	15- 1050	2.870	hr / ea	9	253.51	728						29.64	30			
2070				DI Spool 12in x 3ft, Standard	2.00	ea	1,514	757 /ea	15- 1050	2.870	hr / ea	17	253.51	1,455						29.64	59			
2071				DI Spool 12in x 6ft, Standard	1.00	ea	866	866 /ea	15- 1050	3.300	hr / ea	10	253.51	837						29.64	30			
2072				DI Spool 12in x 8ft, Standard	2.00	ea	1,732	866 /ea	15- 1050	3.300	hr / ea	20	253.51	1,673						29.64	59			
2073				Ductile Iron Pipe Unload 12"	35.00	lf	22	1 /lf	15- 1020	270.000	lf / hr	0	154.72	20						14.82	1	0.01	0	0
2074				Ductile Iron Pipe String 12"	35.00	lf	85	2 /lf	15- 1020	67.500	lf / hr	1	154.72	80						14.82	3	0.03	1	0

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
2101				Sleeve / Cast In 36"	1.00	ea	1,384	1,384 /ea	15- 1050	0.260	ea / hr	12	253.51	975	360.00	360		29.64	12	8.33	8	29	
2102				Pipe Caulking 36"	2.00	ea	612	306 /ea	15- 1050	1.000	ea / hr	6	253.51	507	10.00	20		29.64	59	11.25	23	3	
2103				<b>18" PRW @ Product Water Tank</b>																			
2104				<b>DI Flange Joint Pipe 18"</b>	<b>30.00</b>	<b>lf</b>		<b>/lf</b>															
2105				DI Spool 18in x 2ft, Standard	1.00	ea	1,107	1,107 /ea	15- 1050	4.250	hr / ea	13	253.51	1,077				29.64	30				
2106				DI Spool 18in x 3ft, Standard	1.00	ea	1,107	1,107 /ea	15- 1050	4.250	hr / ea	13	253.51	1,077				29.64	30				
2107				DI Spool 18in x 4ft, Standard	2.00	ea	2,214	1,107 /ea	15- 1050	4.250	hr / ea	26	253.51	2,155				29.64	59				
2108				DI Spool 18in x 5ft, Standard	1.00	ea	1,107	1,107 /ea	15- 1050	4.250	hr / ea	13	253.51	1,077				29.64	30				
2109				DI Spool 18in x 8ft, Standard	1.00	ea	1,269	1,269 /ea	15- 1050	4.890	hr / ea	15	253.51	1,240				29.64	30				
2110				Ductile Iron Pipe Unload 18"	30.00	lf	83	3 /lf	15- 1050	180.000	lf / hr	1	253.51	42				29.64	39	0.03	1	0	
2111				Ductile Iron Pipe String 18"	30.00	lf	265	9 /lf	15- 1050	30.000	lf / hr	3	253.51	254				29.64	9	0.08	2	0	
2112				Ductile Iron Pipe Testing 18"	30.00	lf	304	10 /lf	15- 1120	20.000	lf / hr	3	201.58	302						0.04	1	0	
2113				DI Fitting 18" Bend 90, Flanged	5.00	ea	5,419	1,084 /ea	15- 1050	4.250	hr / ea	64	253.51	5,387				29.64	19	2.50	13	1	
2114				SS BNG Kit 18"	14.00	ea	126	9 /ea	15- 1050		hr / ea		253.51					29.64		8.33	117	9	
2115				Sleeve / Cast In 18"	1.00	ea	501	501 /ea	15- 1050	0.860	ea / hr	3	253.51	295	185.00	185			29.64	4	2.50	3	15
2116				Pipe Caulking 18"	1.00	ea	300	300 /ea	15- 1050	1.000	ea / hr	3	253.51	254	10.00	10			29.64	30	6.00	6	1
2117				Flex Sleeve Coupling 18"	2.00	ea	452	226 /ea	15- 1050	1.170	ea / hr	5	253.51	433				29.64	11	3.67	7	1	
2118	35			<b>Product Water Pump Station</b>																			
2119			03 - 0005	<b>RCW</b>																			
2120				<b>24" SW Bypass @ PWPS</b>																			
2121				<b>DI Flange Joint Pipe 12"</b>	<b>20.00</b>	<b>lf</b>		<b>/lf</b>															
2122				<b>DI Flange Joint Pipe 24"</b>	<b>20.00</b>	<b>lf</b>		<b>/lf</b>															
2123				DI Spool 12in x 2ft, Standard	1.00	ea	757	757 /ea	15- 1050	2.870	hr / ea	9	253.51	728				29.64	30				
2124				DI Spool 12in x 4ft, Standard	1.00	ea	757	757 /ea	15- 1050	2.870	hr / ea	9	253.51	728				29.64	30				
2125				DI Spool 12in x 8ft, Standard	1.00	ea	866	866 /ea	15- 1050	3.300	hr / ea	10	253.51	837				29.64	30				
2126				DI Spool 24in x 6ft, Standard	2.00	ea	3,558	1,779 /ea	15- 1050	6.900	hr / ea	41	253.51	3,498				29.64	59				
2127				Ductile Iron Pipe Unload 12"	20.00	lf	12	1 /lf	15- 1020	270.000	lf / hr	0	154.72	11				14.82	1	0.01	0	0	
2128				Ductile Iron Pipe Unload 24"	20.00	lf	32	2 /lf	15- 1050	180.000	lf / hr	0	253.51	28				29.64	3	0.04	1	0	
2129				Ductile Iron Pipe String 12"	20.00	lf	48	2 /lf	15- 1020	67.500	lf / hr	1	154.72	46				14.82	2	0.03	1	0	
2130				Ductile Iron Pipe String 24"	20.00	lf	178	9 /lf	15- 1050	30.000	lf / hr	2	253.51	169				29.64	7	0.09	2	0	
2131				Ductile Iron Pipe Testing 12"	20.00	lf	102	5 /lf	15- 1120	40.000	lf / hr	1	201.58	101						0.04	1	0	
2132				Ductile Iron Pipe Testing 24"	20.00	lf	280	14 /lf	15- 1130	20.000	lf / hr	3	278.94	279						0.06	1	0	
2133				DI Fitting 24" Bend 90, Flanged	4.00	ea	6,130	1,533 /ea	15- 1050	6.000	hr / ea	72	253.51	6,084				29.64	27	4.50	18	1	
2134				DI Fitting 24x20" ECC Rdc, Flanged	2.00	ea	2,756	1,378 /ea	15- 1050	5.390	hr / ea	32	253.51	2,733				29.64	13	4.50	9	1	
2135				Butterfly Valve, Manual IB 12"	2.00	ea	684	342 /ea	15- 1040	3.360	hr / ea	7	98.79	664			153.90	18	1.17	2	0		
2136				Control Valve, Flg IB 12", VPL-0030	1.00	ea	969	969 /ea	15- 1050	3.810	hr / ea	11	253.51	966				29.64	2	1.17	1	0	
2137				SS BNG Kit 12"	9.00	ea	48	5 /ea	15- 1050		hr / ea		253.51					29.64		5.00	45	3	
2138				SS BNG Kit 24"	8.00	ea	69	9 /ea	15- 1050		hr / ea		253.51					29.64		8.00	64	5	
2139				Sleeve / Cast In 24"	2.00	ea	1,597	798 /ea	15- 1050	0.480	ea / hr	13	253.51	1,056	240.00	480		29.64	13	4.50	9	38	
2140				Pipe Caulking 24"	2.00	ea	602	301 /ea	15- 1050	1.000	ea / hr	6	253.51	507	10.00	20		29.64	59	6.67	13	3	
2141				Flex Sleeve Coupling 12"	2.00	ea	329	164 /ea	15- 1050	1.610	ea / hr	4	253.51	315				29.64	8	2.67	5	0	
2142				Flex Sleeve Coupling 24"	2.00	ea	615	308 /ea	15- 1050	0.860	ea / hr	7	253.51	590				29.64	15	5.00	10	1	
2143				Flex Sleeve Coupling Harness 12"	2.00	ea	494	247 /ea	15- 1050	1.070	ea / hr	6	253.51	474				29.64	12	4.00	8	1	
2144				Flow Meter 12", FE/FIT-0030	1.00	ea	125	125 /ea	15- 1050	3.670	ea / hr	1	253.51	69				29.64	2	50.00	50	4	
2145				Air Vac Assembly 2", AV-0031	1.00	ea	413	413 /ea	15- 1050	0.640	ea / hr	5	253.51	396				29.64	10	6.67	7	1	
2146			03 - 0390	<b>PRW, Product Water</b>																			
2147																							
2148				Valve Box Standard	5.00	ea	3,493	699 /ea	15- 3000	4.000	hr / ea	40	154.72	3,094				39.90	399				
2149				DI Fitting 8", Flanged	8.00	ea	4,534	567 /ea	15- 1050	2.000	hr / ea	48	253.51	4,056				29.64	474	0.42	3	0	
2150				DI Fitting 12", Flanged	4.00	ea	3,403	851 /ea	15- 1050	3.000	hr / ea	36	253.51	3,042				29.64	356	1.17	5	0	
2151				DI Fitting 16", Flanged	1.00	ea	1,134	1,134 /ea	15- 1050	4.000	hr / ea	12	253.51	1,014				29.64	119	1.17	1	0	
2152				DI Fitting 18", Flanged	1.00	ea	1,418	1,418 /ea	15- 1050	5.000	hr / ea	15	253.51	1,268				29.64	148	2.50	3	0	
2153				DI Fitting 24", Flanged	10.00	ea	17,037	1,704 /ea	15- 1050	6.000	hr / ea	180	253.51	15,211				29.64	1,778	4.50	45	3	
2154				DI Fitting 36", Flanged	7.00	ea	17,901	2,557 /ea	15- 1050	9.000	hr / ea	189	253.51	15,971				29.64	1,867	8.33	58	5	
2155				<b>DI Fitting 12" Blind Flange</b>	<b>ea</b>			<b>/ea</b>	<b>15- 1050</b>	<b>1.530</b>	<b>hr / ea</b>		<b>253.51</b>		<b>450.00</b>			<b>29.64</b>		<b>1.17</b>			
2156				Butterfly Valve, Manual IB 12", VBF-5114, 5124, 5134 x	3.00	ea	1,005	335 /ea	15- 1040	3.360	hr / ea	10	98.79	996				29.64	5	1.17	4	0	
2157				Butterfly Valve, Manual IB 12", VBF 5114, 5124, 5134 x	3.00	ea	1,005	335 /ea	15- 1040	3.360	hr / ea	10	98.79	996				29.64	5	1.17	4	0	
2158				Butterfly Valve, Manual IB 18", VBF 5111, 5121, 5131, 5141, 5151 Burried x	5.00	ea	6,107	1,221 /ea	15- 1050	4.780	hr / ea	72	253.51	6,059				29.64	28	3.75	19	1	
2159				Butterfly Valve, Manual IB 18", VBF 5161, 5162 x	2.00	ea	2,443	1,221 /ea	15- 1050	4.780	hr / ea	29	253.51	2,424				29.64	11	3.75	8	1	
2160				Butterfly Valve, Manual IB 18", VBF 5201 x	1.00	ea	1																



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
2190				DI Spool 24in x 14ft, Standard	1.00	ea	1,931	1,931 /ea	15- 1050	7.500 hr / ea	23	253.51	1,901					29.64	30			
2191				Ductile Iron Pipe Unload 12"	45.00	lf	28	1 /lf	15- 1020	270.000 lf / hr	0	154.72	26					14.82	2	0.01	0	0
2192				Ductile Iron Pipe Unload 18"	30.00	lf	83	3 /lf	15- 1050	180.000 lf / hr	1	253.51	42				29.64	39	0.03	1	0	
2193				Ductile Iron Pipe Unload 24"	80.00	lf	128	2 /lf	15- 1050	180.000 lf / hr	1	253.51	113				29.64	12	0.04	3	0	
2194				Ductile Iron Pipe String 12"	45.00	lf	109	2 /lf	15- 1020	67.500 lf / hr	1	154.72	103				14.82	4	0.03	1	0	
2195				Ductile Iron Pipe String 18"	30.00	lf	265	9 /lf	15- 1050	30.000 lf / hr	3	253.51	254				29.64	9	0.08	2	0	
2196				Ductile Iron Pipe String 24"	80.00	lf	714	9 /lf	15- 1050	30.000 lf / hr	8	253.51	676				29.64	30	0.09	8	1	
2197				Ductile Iron Pipe Testing 12"	45.00	lf	229	5 /lf	15- 1120	40.000 lf / hr	2	201.58	227						0.04	2	0	
2198				Ductile Iron Pipe Testing 18"	30.00	lf	304	10 /lf	15- 1120	20.000 lf / hr	3	201.58	302						0.04	1	0	
2199				Ductile Iron Pipe Testing 24"	80.00	lf	1,121	14 /lf	15- 1130	20.000 lf / hr	12	278.94	1,116						0.06	5	0	
2200				DI Fitting 18" Bend 45, Flanged	2.00	ea	2,168	1,084 /ea	15- 1050	4.250 hr / ea	26	253.51	2,155				29.64	7	2.50	5	0	
2201				DI Fitting 18" Bend 90, Flanged	1.00	ea	1,084	1,084 /ea	15- 1050	4.250 hr / ea	13	253.51	1,077				29.64	4	2.50	3	0	
2202				DI Fitting 24" Bend 90, Flanged	3.00	ea	4,598	1,533 /ea	15- 1050	6.000 hr / ea	54	253.51	4,563				29.64	20	4.50	14	1	
2203				DI Fitting 24x18" Reducing Tee, Flanged	1.00	ea	2,209	2,209 /ea	15- 1050	8.670 hr / ea	26	253.51	2,198				29.64	7	4.50	5	0	
2204				DI Fitting 24x12" Reducing Tee, Flanged	5.00	ea	9,995	1,999 /ea	15- 1050	7.840 hr / ea	118	253.51	9,938				29.64	33	4.50	23	2	
2205				DI Fitting 12x10" ECC Rdcr, Flanged	3.00	ea	2,024	675 /ea	15- 1050	2.650 hr / ea	24	253.51	2,015				29.64	5	1.17	4	0	
2206				DI Fitting 24x18" ECC Rdcr, Flanged	2.00	ea	2,756	1,378 /ea	15- 1050	5.390 hr / ea	32	253.51	2,733				29.64	13	4.50	9	1	
2207				DI Fitting 12" Blind Flange	2.00	ea	782	391 /ea	15- 1050	1.530 hr / ea	9	253.51	776				29.64	3	1.17	2	0	
2208				DI Fitting 24" Blind Flange	1.00	ea	856	856 /ea	15- 1050	3.330 hr / ea	10	253.51	844				29.64	7	4.50	5	0	
2209				SS BNG Kit 12"	35.00	ea	189	5 /ea	15- 1050	hr / ea		253.51					29.64		5.00	175	14	
2210				SS BNG Kit 18"	16.00	ea	144	9 /ea	15- 1050	hr / ea		253.51					29.64		8.33	133	10	
2211				SS BNG Kit 24"	19.00	ea	164	9 /ea	15- 1050	hr / ea		253.51					29.64		8.00	152	12	
2212				Expansion Joint 12"	3.00	ea	776	259 /ea	15- 1050	1.000 ea / hr	9	253.51	761				29.64	9	2.00	6	0	
2213				Flex Sleeve Coupling 12"	6.00	ea	986	164 /ea	15- 1050	1.610 ea / hr	11	253.51	945				29.64	24	2.67	16	1	
2214				Flex Sleeve Coupling 18"	3.00	ea	678	226 /ea	15- 1050	1.170 ea / hr	8	253.51	650				29.64	16	3.67	11	1	
2215				Flex Sleeve Coupling 24"	1.00	ea	308	308 /ea	15- 1050	0.860 ea / hr	3	253.51	295				29.64	7	5.00	5	0	
2216				Flex Sleeve Coupling Harness 12"	6.00	ea	1,483	247 /ea	15- 1050	1.070 ea / hr	17	253.51	1,422				29.64	36	4.00	24	2	
2217				Flex Sleeve Coupling Harness 18"	3.00	ea	992	331 /ea	15- 1050	0.800 ea / hr	11	253.51	951				29.64	24	5.33	16	1	
2218				1" PRW @ Product Water PS																		
2219				SS Pipe 1"	30.00	lf	852	28 /lf	15- 1050	10.000 lf / hr	9	253.51	761				29.64	89	0.09	3	0	
2220				SS Pipe Unload 1"	30.00	lf	10	0 /lf	15- 1020	500.000 lf / hr	0	154.72	9				14.82	0	0.00	0	0	
2221				SS Pipe String 1"	30.00	lf	20	1 /lf	15- 1020	250.000 lf / hr	0	154.72	19				14.82	1	0.01	0	0	
2222				SS Pipe Testing 1"	30.00	lf	109	4 /lf	15- 1110	50.000 lf / hr	1	180.15	108						0.04	1	0	
2223	60			Intermediate Booster Pump Station (IBPS)																		
2224		03 - 0375		PW, Potable Water																		
2225				1" Potable Water @ IBPS																		
2226				Copper Pipe 1"	250.00	lf	2,979	12 /lf	15- 1050	24.000 lf / hr	31	253.51	2,641				29.64	309	0.11	28	2	
2227				Copper Pipe Unload 1"	250.00	lf	81	0 /lf	15- 1020	500.000 lf / hr	1	154.72	77				14.82	3	0.00	1	0	
2228				Copper Pipe String 1"	250.00	lf	165	1 /lf	15- 1020	250.000 lf / hr	2	154.72	155				14.82	8	0.01	3	0	
2229				Copper Pipe Testing 1"	250.00	lf	851	3 /lf	15- 1110	53.570 lf / hr	9	180.15	841						0.04	10	1	
2230		03 - 0390		PRW, Product Water																		
2231																						
2232				Butterfly Valve, Manual IB 8", VBF-150, 153	2.00	ea	480	240 /ea	15- 1030	2.420 hr / ea	5	98.79	478				14.82	1	0.42	1	0	
2233				Butterfly Valve, Manual IB 12", VBF-114, 124, 134, 144	4.00	ea	1,369	342 /ea	15- 1040	3.360 hr / ea	13	98.79	1,328				153.90	36	1.17	5	0	
2234				Butterfly Valve, Manual IB 20", VBF-110, 120, 130, 140 Burried	4.00	ea	6,135	1,534 /ea	15- 1050	6.000 hr / ea	72	253.51	6,084				29.64	30	5.00	20	2	
2235				Check Valve, Flg IB 12", VCK-113, 123, 133, 143	4.00	ea	3,875	969 /ea	15- 1050	3.810 hr / ea	46	253.51	3,863				29.64	7	1.17	5	0	
2236				Misc Accessories 1", Drain Port	4.00	ea	113	28 /ea	15- 1050	10.000 ea / hr	1	253.51	101				29.64	12	0.04	0	0	
2237				Air Vac Assembly 1", ARV-152,	1.00	ea	308	308 /ea	15- 1050	0.860 ea / hr	3	253.51	295				29.64	7	5.00	5	0	
2238				Air Vac Assembly 1", ARV-111, 121, 131, 141	4.00	ea	1,230	308 /ea	15- 1050	0.860 ea / hr	14	253.51	1,179				29.64	30	5.00	20	2	
2239				Air Vac Assembly 1", ARV-110, 120, 130, 140	4.00	ea	1,230	308 /ea	15- 1050	0.860 ea / hr	14	253.51	1,179				29.64	30	5.00	20	2	
2240				Air Vac Assembly 2", CARV 160	1.00	ea	413	413 /ea	15- 1050	0.640 ea / hr	5	253.51	396				29.64	10	6.67	7	1	
2241				Pressure Switch/ Pressure Indicator PSH/PI-112, 122, 132, 142	4.00	ea	1,357	339 /ea	15- 1050	1.500 ea / hr	8	253.51	676	150.00	600		29.64	20	3.33	13	48	
2242				Flow Switch Low, FSL 112, 122, 132, 142	4.00	ea	1,357	339 /ea	15- 1050	1.500 ea / hr	8	253.51	676	150.00	600		29.64	20	3.33	13	48	
2243				Pressure Transmitter, PIT-162	1.00	ea	250	250 /ea	15- 1050	3.000 ea / hr	1	253.51	85	150.00	150		29.64	2	1.67	2	12	
2244				Pressure Transmitter/Pressure Indicator, PIT/PI-101A, 101B	2.00	ea	501	250 /ea	15- 1050	3.000 ea / hr	2	253.51	169	150.00	300		29.64	5	1.67	3	24	
2245				12" & 20" PRW Inf @ IBPS																		
2246				DI Flange Joint Pipe 12"	15.00	lf		/lf														
2247				DI Flange Joint Pipe 20"	60.00	lf		/lf														
2248				DI Spool 12in x 5ft, Standard	1.00	ea	757	757 /ea	15- 1050	2.870 hr / ea	9	253.51	728				29.64	30				
2249				DI Spool 12in x 10ft, Standard	1.00	ea	866	866 /ea	15- 1050	3.300 hr / ea	10	253.51	837				29.64	30				
2250				DI Spool 20in x 3ft, Standard	4.00	ea	4,966	1,241 /ea	15- 1050	4.780 hr / ea	57	253.51	4,847				29.64	119				
2251				DI Spool 20in x 14ft, Standard	4.00	ea	6,183	1,546 /ea	15- 1050	5.980 hr / ea	72	253.51	6,064				29.64	119				
2252				Ductile Iron Pipe Unload 12"	15.00	lf	9	1 /lf	15- 1020	270.000 lf / hr	0	154.72	9				14.82	1	0.01	0	0	
2253				Ductile Iron Pipe Unload 20"	60.00	lf	94	2 /lf	15- 1050	180.000 lf / hr	1	253.51	85				29.64	7	0.03	2	0	
2254				Ductile Iron Pipe String 12"	15.00	lf	36	2 /lf	15- 1020	67.500 lf / hr	0	154.72	34				14.82	1	0.03	0	0	
2255				Ductile Iron Pipe String 20"	60.00	lf	531	9 /lf	15- 1050	30.000 lf / hr	6	253.51	507				29.64	19	0.08	5	0	
2256				Ductile Iron Pipe Testing 12"	15.00	lf	76	5 /lf	15- 1120	40.000 lf / hr	1	201.58	76						0.04	1	0	
2257				Ductile Iron Pipe Testing 20"	60.00	lf	607	10 /lf	15- 1120	20.000 lf / hr	6	201.58	605						0.04	2	0	
2258				DI Fitting 12" Bend 90, Flanged	1.00	ea	731	731 /ea	15- 1050	2.870 hr / ea	9	253.51	728				29.64	2	1.17	1	0	
2259				DI Fitting 12" Tee, Flanged	1.00	ea	1,068	1,068 /ea	15- 1050	4.200 hr / ea	13	253.51	1,065									

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
2279				DI Fitting 12" Blind Flange	2.00	ea	782	391 /ea	15-1050	1.530 hr / ea	9	253.51	776					29.64	3	1.17	2	0	
2280				Butterfly Valve, Manual IB 12"	4.00	ea	1,369	342 /ea	15-1040	3.360 hr / ea	13	98.79	1,328					153.90	36	1.17	5	0	
2281				Globe Valve, Flg IB 12", PRV	2.00	ea	1,938	969 /ea	15-1050	3.810 hr / ea	23	253.51	1,932					29.64	3	1.17	2	0	
2282				SS BNG Kit 12"	23.00	ea	124	5 /ea	15-1050	hr / ea		253.51						29.64		5.00	115	9	
2283				Flex Sleeve Coupling 12"	4.00	ea	657	164 /ea	15-1050	1.610 ea / hr	7	253.51	630					29.64	16	2.67	11	1	
2284				Flex Sleeve Coupling Harness 12"	4.00	ea	989	247 /ea	15-1050	1.070 ea / hr	11	253.51	948					29.64	24	4.00	16	1	
2285				Pressure Switch	2.00	ea	678	339 /ea	15-1050	1.500 ea / hr	4	253.51	338	150.00	300			29.64	10	3.33	7	24	
2286				Pressure Gauge Assembly	2.00	ea	678	339 /ea	15-1050	1.500 ea / hr	4	253.51	338	150.00	300			29.64	10	3.33	7	24	
2287				Pressure Transmitter	2.00	ea	501	250 /ea	15-1050	3.000 ea / hr	2	253.51	169	150.00	300			29.64	5	1.67	3	24	
2288				Pressure Relief Valve	2.00	ea	590	295 /ea	15-1050	2.000 ea / hr	3	253.51	254	150.00	300			29.64	7	2.50	5	24	
2289				12" & 24" PRW Eff @ IBPS																			
2290				DI Flange Joint Pipe 12"	40.00	lf		/lf															
2291				DI Flange Joint Pipe 24"	35.00	lf		/lf															
2292				DI Spool 12in x 2ft, Standard	8.00	ea	6,058	757 /ea	15-1050	2.870 hr / ea	69	253.51	5,821					29.64	237				
2293				DI Spool 12in x 3ft, Standard	12.00	ea	9,087	757 /ea	15-1050	2.870 hr / ea	103	253.51	8,731					29.64	356				
2294				DI Spool 24in x 5ft, Standard	1.00	ea	1,551	1,551 /ea	15-1050	6.000 hr / ea	18	253.51	1,521					29.64	30				
2295				DI Spool 24in x 7ft, Standard	3.00	ea	5,337	1,779 /ea	15-1050	6.900 hr / ea	62	253.51	5,248					29.64	89				
2296				Ductile Iron Pipe Unload 12"	40.00	lf	25	1 /lf	15-1020	270.000 lf / hr	0	154.72	23					14.82	1	0.01	0	0	
2297				Ductile Iron Pipe Unload 24"	35.00	lf	56	2 /lf	15-1050	180.000 lf / hr	1	253.51	49					29.64	5	0.04	1	0	
2298				Ductile Iron Pipe String 12"	40.00	lf	97	2 /lf	15-1020	67.500 lf / hr	1	154.72	92					14.82	4	0.03	1	0	
2299				Ductile Iron Pipe String 24"	35.00	lf	312	9 /lf	15-1050	30.000 lf / hr	4	253.51	296					29.64	13	0.09	3	0	
2300				Ductile Iron Pipe Testing 12"	40.00	lf	203	5 /lf	15-1120	40.000 lf / hr	2	201.58	202							0.04	2	0	
2301				Ductile Iron Pipe Testing 24"	35.00	lf	490	14 /lf	15-1130	20.000 lf / hr	5	278.94	488							0.06	2	0	
2302				DI Fitting 24" Bend 90, Flanged	1.00	ea	1,533	1,533 /ea	15-1050	6.000 hr / ea	18	253.51	1,521					29.64	7	4.50	5	0	
2303				DI Fitting 24x20" Reducing Tee, Flanged	4.00	ea	7,996	1,999 /ea	15-1050	7.840 hr / ea	94	253.51	7,950					29.64	27	4.50	18	1	
2304				DI Fitting 24x20" CON Rdc, Flanged	1.00	ea	1,378	1,378 /ea	15-1050	5.390 hr / ea	16	253.51	1,366					29.64	7	4.50	5	0	
2305				DI Fitting 12x10" ECC Rdc, Flanged	4.00	ea	2,699	675 /ea	15-1050	2.650 hr / ea	32	253.51	2,687					29.64	7	1.17	5	0	
2306				Butterfly Valve, Manual IB 12"	4.00	ea	1,369	342 /ea	15-1040	3.360 hr / ea	13	98.79	1,328					153.90	36	1.17	5	0	
2307				Check Valve, Flg IB 12"	4.00	ea	3,875	969 /ea	15-1050	3.810 hr / ea	46	253.51	3,863					29.64	7	1.17	5	0	
2308				SS BNG Kit 12"	28.00	ea	151	5 /ea	15-1050	hr / ea		253.51						29.64		5.00	140	11	
2309				SS BNG Kit 24"	12.00	ea	103	9 /ea	15-1050	hr / ea		253.51						29.64		8.00	96	7	
2310				Sleeve / Cast In 24"	1.00	ea	798	798 /ea	15-1050	0.480 ea / hr	6	253.51	528	240.00	240			29.64	7	4.50	5	19	
2311				Pipe Caulking 24"	1.00	ea	301	301 /ea	15-1050	1.000 ea / hr	3	253.51	254	10.00	10			29.64	30	6.67	7	1	
2312				Flex Sleeve Coupling 12"	4.00	ea	657	164 /ea	15-1050	1.610 ea / hr	7	253.51	630					29.64	16	2.67	11	1	
2313				Flex Sleeve Coupling Harness 12"	4.00	ea	989	247 /ea	15-1050	1.070 ea / hr	11	253.51	948					29.64	24	4.00	16	1	
2314				Air Vac Assembly 2"	1.00	ea	413	413 /ea	15-1050	0.640 ea / hr	5	253.51	396					29.64	10	6.67	7	1	
2315				Pressure Switch	4.00	ea	1,357	339 /ea	15-1050	1.500 ea / hr	8	253.51	676	150.00	600			29.64	20	3.33	13	48	
2316				Pressure Gauge Assembly	4.00	ea	1,357	339 /ea	15-1050	1.500 ea / hr	8	253.51	676	150.00	600			29.64	20	3.33	13	48	
2317				Pressure Transmitter	4.00	ea	1,002	250 /ea	15-1050	3.000 ea / hr	4	253.51	338	150.00	600			29.64	10	1.67	7	47	
2318				Pressure Relief Valve	4.00	ea	1,179	295 /ea	15-1050	2.000 ea / hr	6	253.51	507	150.00	600			29.64	15	2.50	10	47	
2319				20" & 24" RO Encasement @ IBPS																			
2320				Concrete Pump Extra System (Hose)	600.00	lf	600	1 /lf											1.00	600			
2321				Concrete Pump 23 Meter (75') Boom Straight Time	5.48	hr	575	105 /hr									70.00	383	35.00	192			
2322				Concrete Pump 23 Meter (75') Boom Yard Cost	11.00	cy	11	1 /cy											1.00	11			
2323				Pump Place Encasement LP	11.00	cy	963	88 /cy	03-CM1	0.909 cy / hr	12	78.63	952							1.00		11	1
2324				4000 psi Concrete Encasement LP	11.00	cy	1,677	152 /cy						134.74	1,556								121
2325				Rebar Template Encasement LP	190.00	lf	426	2 /lf	03-Crp1	41.390 lf / hr	5	81.63	375							0.25		48	4
2326				Encasement LP Rebar	1.32	tn	1,788	1,358 /tn	03-IWR1	0.100 tn / hr	13	81.63	1,074	503.04	662								51
2327				Encasement LP Concrete	11.00	cy	788	72 /cy	15-eape1										125.40	788			
2328				03 - 0405 Sanitary Drain, Waste, Vent																			
2329																							
2330				Toilet, WC-3	2.00	ea	208	104 /ea	15-PF1	1.000 ea / hr	2	98.79	198							5.00		10	1
2331				Lavatory- Wall Hung, L-1	2.00	ea	241	120 /ea	15-PF1	1.000 ea / hr	2	98.79	198							20.00		40	3
2332				Sink- Floor Mop, MS-1	1.00	ea	120	120 /ea	15-PF1	1.000 ea / hr	1	98.79	99							20.00		20	2
2333				Floor Cleanouts 4", ECO	1.00	ea	463	463 /ea	15-PF1	0.250 ea / hr	4	98.79	395			51.50	52			15.00		15	1
2334				Floor Cleanouts 4", FCO-1	1.00	ea	463	463 /ea	15-PF1	0.250 ea / hr	4	98.79	395			51.50	52			15.00		15	1
2335				Floor Drain 4", FD-3	4.00	ea	3,445	861 /ea	15-PF1	0.250 ea / hr	16	98.79	1,581			450.00	1,800			15.00		60	5
2336				Floor Drain 4", FD-1	2.00	ea	1,723	861 /ea	15-PF1	0.250 ea / hr	8	98.79	790			450.00	900			15.00		30	2
2337				Water Heater-Commercial Elec, WH-1	1.00	ea	5,045	5,045 /ea	15-PF1	0.150 ea / hr	7	98.79	659			4,300.00	4,300			80.00		80	6
2338				PVC Fitting 4"	40.00	ea	2,269	57 /ea	15-1050	5.000 ea / hr	24	253.51	2,028							0.08		3	0
2339				4" to 6" Drain @ Process Bldg																			
2340				PVC Pipe 4"	200.00	lf	5,951	30 /lf	15-1040	3.375 lf / hr	59	98.79	5,854						29.64	56	0.19	38	3
2341				Plastic Pipe Unload 4"	200.00	lf	102	1 /lf	15-1020	0.003 hr / lf	1	154.72	97						14.82	4	0.01	1	0
2342				Plastic Pipe String 4"	200.00	lf	222	1 /lf	15-1020	147.000 lf / hr	3	154.72	211						14.82	9	0.02	3	0
2343				Plastic Pipe Testing 4"	200.00	lf	761	4 /lf	15-1120	53.570 lf / hr	7	201.58	753							0.04		8	1
2344				2" to 3" Vent @ Process Bldg																			
2345				PVC Pipe 2"	100.00	lf	762	8 /lf	15-1040	13.500 lf / hr	7	98.79	732						29.64	17	0.12	12	1
2346				PVC Pipe 3"	100.00	lf	1,985	20 /lf	15-1040	5.063 lf / hr	20	98.79	1,951						29.64	20	0.13	13	1
2347				Plastic Pipe Unload 2"	100.00	lf	32	0 /lf	15-1020	514.000 lf / hr	0	154.72	30						14.82	1	0.00	0	0
2348				Plastic Pipe Unload 3"	100.00	lf	32	0 /lf	15-1020	514.000 lf / hr	0	154.72	30						14.82				





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
2457				12" Misc Support HDG, Strutral Support Pipe Harnesses	4.00	ea	1,653	413 /ea	15- 1035	2.000 hr / ea	16	176.15	1,409					29.64	237	1.45	6	0	
2458		25		MFRO Product Water Tank																			
2459			04 - 15015	Pipe Stands																			
2460				Pipe Stands @ PW Tanks																			
2461				12" Adjustable Pipe Supports HDG 3' High	4.00	ea	2,067	517 /ea	15- 1035	2.500 hr / ea	20	176.15	1,762					29.64	296	2.18	9	1	
2462				18" Adjustable Pipe Supports HDG 3' High	5.00	ea	4,139	828 /ea	15- 1035	4.000 hr / ea	40	176.15	3,523					29.64	593	4.38	22	2	
2463				Anchor Bolts - Medium	36.00	ea	1,375	38 /ea	15- 1200	3.704 ea / hr	10	81.63	793	15.00	540							42	
2464				Grout / DryPack	9.00	ea	1,658	184 /ea	15- 1250	0.500 ea / hr	18	78.63	1,415	25.00	225								17
2465			04 - 15020	Fabricatd Structural Supports																			
2466				Strutral Support Pipe Harnesses																			
2467				18" Misc Support HDG, Strutral Support Pipe Harnesses	4.00	ea	1,656	414 /ea	15- 1035	2.000 hr / ea	16	176.15	1,409					29.64	237	2.18	9	1	
2468		35		Product Water Pump Station																			
2469			04 - 15015	Pipe Stands																			
2470				Pipe Stands @ PWPS																			
2471				12" Adjustable Pipe Supports HDG 2' High	15.00	ea	6,209	414 /ea	15- 1035	2.000 hr / ea	60	176.15	5,285					29.64	889	2.18	33	3	
2472				18" Adjustable Pipe Supports HDG 2' High	9.00	ea	5,599	622 /ea	15- 1035	3.000 hr / ea	54	176.15	4,756					29.64	800	4.38	39	3	
2473				24" Adjustable Pipe Supports HDG 2' High	8.00	ea	6,631	829 /ea	15- 1035	4.000 hr / ea	64	176.15	5,637					29.64	948	5.34	43	3	
2474				Anchor Bolts - Medium	76.00	ea	2,903	38 /ea	15- 1200	3.704 ea / hr	21	81.63	1,675	15.00	1,140								88
2475				Anchor Bolts - Large	52.00	ea	3,268	63 /ea	15- 1200	2.273 ea / hr	23	81.63	1,868	25.00	1,300								101
2476				Grout / DryPack	32.00	ea	5,894	184 /ea	15- 1250	0.500 ea / hr	64	78.63	5,032	25.00	800								62
2477		60		Intermediate Booster Pump Station (IBPS)																			
2478			04 - 15015	Pipe Stands																			
2479				Pipe Stands @ IBPS																			
2480				12" Adjustable Pipe Supports HDG 2' High	14.00	ea	5,795	414 /ea	15- 1035	2.000 hr / ea	56	176.15	4,932					29.64	830	2.18	31	2	
2481				24" Adjustable Pipe Supports HDG 2' High	4.00	ea	3,316	829 /ea	15- 1035	4.000 hr / ea	32	176.15	2,818					29.64	474	5.34	21	2	
2482				Anchor Bolts - Medium	56.00	ea	2,139	38 /ea	15- 1200	3.704 ea / hr	15	81.63	1,234	15.00	840								65
2483				Anchor Bolts - Large	16.00	ea	1,006	63 /ea	15- 1200	2.273 ea / hr	7	81.63	575	25.00	400								31
2484				Grout / DryPack	18.00	ea	3,316	184 /ea	15- 1250	0.500 ea / hr	36	78.63	2,831	25.00	450								35
2485			04 - 15025	Wall Supports for Small Diameter Pipe																			
2486				Wall Strut for Small Dia Pipe																			
2487				2" Wall Mounted Unistrut HDG	60.00	ea	5,986	100 /ea	15- 1032	3.000 ea / hr	25	118.13	2,363	50.00	3,000			14.82	296	1.46	87	239	
2488				Anchor Bolts - Small	120.00	ea	3,056	25 /ea	15- 1200	5.556 ea / hr	22	81.63	1,763	10.00	1,200								93
2489	Work Code	Area	Est. Item	Description	Takeoff Quantity		Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Consumable Price	Consumable Amount	Tax	
2490		05.		Earthwork																			
2491			05	Plant Sitewide																			
2492			02.1010	Site Layout and Survey for Earthwork																			
2493				Earthwork Site Layout and Survey																			
2494				Carpenter #1	15.00	day	9,796	653 /day	R&M CP JM	8.000 mh / day	120	81.63	9,796										
2495				Laborer #1	15.00	day	9,283	619 /day	R&M LB JM	8.000 mh / day	120	77.36	9,283										
2496				Laborer #2	15.00	day	9,283	619 /day	R&M LB JM	8.000 mh / day	120	77.36	9,283										
2497				Operating Engineer (backhoe) #1	15.00	day	11,389	759 /day	R&M OE BH	8.000 mh / day	120	94.91	11,389										
2498				Service Truck #1 Day	15.00	day	3,420	228 /day	R&M Service Truck									228.00	3,420				
2499				MSC. Material #1	1.00	ls	1,078	1,078 /ls						1,000.00	1,000								78
2500				Freight	1.00	ls	539	539 /ls						500.00	500								39
2501			02.1015	Mobilize Earthwork																			
2502				Mobilize Earthwork																			
2503				Carpenter #1	5.00	day	3,265	653 /day	R&M CP JM	8.000 mh / day	40	81.63	3,265										
2504				Laborer #1	5.00	day	3,094	619 /day	R&M LB JM	8.000 mh / day	40	77.36	3,094										
2505				Laborer #2	5.00	day	3,094	619 /day	R&M LB JM	8.000 mh / day	40	77.36	3,094										
2506				Laborer #3	5.00	day	3,094	619 /day	R&M LB JM	8.000 mh / day	40	77.36	3,094										
2507				Operating Engineer (backhoe) #1	5.00	day	3,796	759 /day	R&M OE BH	8.000 mh / day	40	94.91	3,796										
2508				Boom Truck Rental #1 Day	5.00	day	6,156	1,231 /day	R&M Boom Truck									1,231.20	6,156				
2509				Filanc Backhoe #1	5.00	day	1,758	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	5			25.00	125			39.90	1,596	5.00	25	12	
2510				Service Truck #1 Day	5.00	day	1,140	228 /day	R&M Service Truck									228.00	1,140				
2511				MSC. Material #1	1.00	ls	5,000	5,000 /ls								5,000.00	5,000						
2512				Freight	1.00	ls	5,539	5,539 /ls						500.00	500	5,000.00	5,000						39
2513			02.1020	MFRO Excavate for Bio Retention Structures																			
2514				Excavate for Bio Retention Structures																			
2515				Grade Checker	60.00	hr	5,695	95 /hr	02b-030-0050		60	94.91	5,695										
2516				Laborer #1	60.00	hr	4,642	77 /hr	02b-030-0080		60	77.36	4,642										
2517				CAT D4 Dozer	60.00	hr	8,362	139 /hr	02a- 0004		60	94.91	5,695					44.46	2,668				
2518				CAT 330 Excavator	60.00	hr	11,509	192 /hr	02a- 0330		60	94.91	5,695					96.90	5,814				
2519				CAT 735 Articulated Truck	120.00	hr	25,001	208 /hr	02a- 0735		120	81.80	9,816					126.54	15,185				
2520				CAT 966 Loader - F/O	60.00	hr	11,509	192 /hr	02a- 0966		60	94.91	5,695					96.90	5,814				
2521				Water Truck 2000 gal - F/O	60.00	hr	6,960	116 /hr	02a-2000		60	81.80	4,908					34.20	2,052				
2522				Total subgrade preparation =	60,000.00	ft2		/ft2															
2523			02.1022	MFRO Grade for Bio Retention Structures																			
2524				Grade for Bio Retention Structures																			



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
2546				Grade Checker	16.00	hr	1,519	95 /hr	02b-030-0050		16	94.91	1,519									
2547				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238									
2548				CAT D4 Dozer	16.00	hr	2,230	139 /hr	02a-0004		16	94.91	1,519					44.46	711			
2549				CAT 430 Backhoe (JD 410) - F/O	16.00	hr	2,157	135 /hr	02a-0430		16	94.91	1,519					39.90	638			
2550				CAT 966 Loader - F/O	16.00	hr	3,069	192 /hr	02a-0966		16	94.91	1,519					96.90	1,550			
2551				CAT 323 Compactor 50" Sheeps foot	16.00	hr	2,175	136 /hr	02a-0323		16	94.91	1,519					41.04	657			
2552				Water Truck 2000 gal - F/O	16.00	hr	1,856	116 /hr	02a-2000		16	81.80	1,309					34.20	547			
2553				<b>Total subgrade preparation =</b>	<b>4,500.00</b>	<b>ft2</b>		<b>/ft2</b>														
2554			02.1050	<b>Grade For Misc Structures</b>																		
2555				<b>Grade for misc Site Structures</b>																		
2556				Grade Checker	32.00	hr	3,037	95 /hr	02b-030-0050		32	94.91	3,037									
2557				Laborer #1	32.00	hr	2,476	77 /hr	02b-030-0080		32	77.36	2,476									
2558				Laborer #3	32.00	hr	2,476	77 /hr	02b-030-0080		32	77.36	2,476									
2559				CAT D4 Dozer	32.00	hr	4,460	139 /hr	02a-0004		32	94.91	3,037					44.46	1,423			
2560				CAT 232 Skid Steer Loader - F/O	32.00	hr	3,840	120 /hr	02a-0232		32	94.91	3,037					25.08	803			
2561				CAT 420 Backhoe (JD 310) - F/O	32.00	hr	4,314	135 /hr	02a-0420		32	94.91	3,037					39.90	1,277			
2562				CAT 966 Loader - F/O	32.00	hr	6,138	192 /hr	02a-0966		32	94.91	3,037					96.90	3,101			
2563				CAT 323 Compactor 50" Sheeps foot	32.00	hr	4,350	136 /hr	02a-0323		32	94.91	3,037					41.04	1,313			
2564				Water Truck 2000 gal - F/O	32.00	hr	3,712	116 /hr	02a-2000		32	81.80	2,618					34.20	1,094			
2565				<b>Total subgrade preparation =</b>	<b>2,500.00</b>	<b>ft2</b>	<b>6,734</b>	<b>3 /ft2</b>						2.50	<b>6,250</b>							<b>484</b>
2566			02.1070	<b>Final Site Grade</b>																		
2567				<b>Final Site Grade</b>																		
2568				Grade Checker	140.00	hr	13,287	95 /hr	02b-030-0050		140	94.91	13,287									
2569				Laborer #1	140.00	hr	10,830	77 /hr	02b-030-0080		140	77.36	10,830									
2570				Laborer #3	140.00	hr	10,830	77 /hr	02b-030-0080		140	77.36	10,830									
2571				CAT D4 Dozer	140.00	hr	19,512	139 /hr	02a-0004		140	94.91	13,287					44.46	6,224			
2572				CAT 120 Grader - F/O	140.00	hr	22,065	158 /hr	02a-0120		140	94.91	13,287					62.70	8,778			
2573				CAT 232 Skid Steer Loader - F/O	140.00	hr	16,799	120 /hr	02a-0232		140	94.91	13,287					25.08	3,511			
2574				CAT 420 Backhoe (JD 310) - F/O	140.00	hr	18,873	135 /hr	02a-0420		140	94.91	13,287					39.90	5,586			
2575				CAT 966 Loader - F/O	140.00	hr	26,853	192 /hr	02a-0966		140	94.91	13,287					96.90	13,566			
2576				CAT 323 Compactor 50" Sheeps foot	140.00	hr	19,033	136 /hr	02a-0323		140	94.91	13,287					41.04	5,746			
2577				Water Truck 2000 gal - F/O	140.00	hr	16,240	116 /hr	02a-2000		140	81.80	11,452					34.20	4,788			
2578				<b>Total subgrade preparation =</b>	<b>140,000.00</b>	<b>ft2</b>	<b>75,425</b>	<b>1 /ft2</b>						0.50	<b>70,000</b>							<b>5,425</b>
2579			02.1080	<b>MFRO Site Import/Export Materials</b>																		
2580				<b>MFRO Haul off spoils</b>																		
2581				Laborer #1	45.00	hr	3,481	77 /hr	02b-030-0080		45	77.36	3,481									
2582				CAT 966 Loader - F/O	45.00	hr	8,631	192 /hr	02a-0966		45	94.91	4,271					96.90	4,361			
2583				Water Truck 2000 gal - F/O	45.00	hr	5,220	116 /hr	02a-2000		45	81.80	3,681					34.20	1,539			
2584				Subcontractor End Dump 18 yd3 (\$/hr)	420.00	hr	52,500	125 /hr									125.00	<b>52,500</b>				
2585				<b>Total subgrade preparation =</b>	<b>140,000.00</b>	<b>ft2</b>		<b>/ft2</b>														
2586			05.5050	<b>Remove Material and Expose Existing Asphalt</b>																		
2587				<b>Remove Material and Expose Existing Asphalt</b>																		
2588				Grade Checker	48.00	hr	4,556	95 /hr	02b-030-0050		48	94.91	4,556									
2589				Laborer #1	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2590				Laborer #2	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2591				CAT D4 Dozer	48.00	hr	6,690	139 /hr	02a-0004		48	94.91	4,556					44.46	2,134			
2592				CAT 966 Loader - F/O	48.00	hr	9,207	192 /hr	02a-0966		48	94.91	4,556					96.90	4,651			
2593				Water Truck 2000 gal - F/O	48.00	hr	5,568	116 /hr	02a-2000		48	81.80	3,926					34.20	1,642			
2594				<b>Total subgrade preparation =</b>	<b>73,000.00</b>	<b>ft2</b>		<b>/ft2</b>														
2595			05.5055	<b>Replace Material and compact</b>																		
2596				<b>Replace Material and compact</b>																		
2597				Grade Checker	48.00	hr	4,556	95 /hr	02b-030-0050		48	94.91	4,556									
2598				Laborer #1	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2599				Laborer #2	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2600				CAT D4 Dozer	48.00	hr	6,690	139 /hr	02a-0004		48	94.91	4,556					44.46	2,134			
2601				CAT 966 Loader - F/O	48.00	hr	9,207	192 /hr	02a-0966		48	94.91	4,556					96.90	4,651			
2602				CAT 323 Compactor 50" Sheeps foot	48.00	hr	6,526	136 /hr	02a-0323		48	94.91	4,556					41.04	1,970			
2603				Water Truck 2000 gal - F/O	48.00	hr	5,568	116 /hr	02a-2000		48	81.80	3,926					34.20	1,642			
2604				<b>Total subgrade preparation =</b>	<b>73,000.00</b>	<b>ft2</b>		<b>/ft2</b>														
2605			05.5060	<b>Vector Pit Remediation</b>																		
2606				<b>Replace Material and compact</b>																		
2607				<b>Grade Checker</b>		<b>hr</b>		<b>/hr</b>	<b>02b-030-0050</b>			<b>94.91</b>										
2608				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238									
2609				Laborer #2		<b>hr</b>		<b>/hr</b>	<b>02b-030-0080</b>			<b>77.36</b>										
2610				CAT D4 Dozer	16.00	hr	2,230	139 /hr	02a-0004		16	94.91	1,519					44.46	711			
2611				CAT 330 Excavator	16.00	hr	3,069	192 /hr	02a-0330		16	94.91	1,519					96.90	1,550			
2612</																						

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
2635				Laborer #1	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2636				Laborer #3	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2637				Laborer #4	48.00	hr	3,713	77 /hr	02b-030-0080		48	77.36	3,713									
2638				CAT D4 Dozer	48.00	hr	6,690	139 /hr	02a-0004		48	94.91	4,556					44.46	2,134			
2639				CAT 232 Skid Steer Loader - F/O	48.00	hr	5,760	120 /hr	02a-0232		48	94.91	4,556					25.08	1,204			
2640				CAT 966 Loader - F/O	48.00	hr	9,207	192 /hr	02a-0966		48	94.91	4,556					96.90	4,651			
2641				CAT 323 Compactor 50" Sheeps foot	48.00	hr	6,526	136 /hr	02a-0323		48	94.91	4,556					41.04	1,970			
2642				Water Truck 2000 gal - F/O	48.00	hr	5,568	116 /hr	02a-2000		48	81.80	3,926					34.20	1,642			
2643				Total subgrade preparation =	21,000.00	ft2	33,941	2 /ft2						1.50	31,500							2,441
2644			10.1005	MFRO Building Excavate Footings																		
2645				MFRO Excavate Footings																		
2646				Grade Checker	24.00	hr	2,278	95 /hr	02b-030-0050		24	94.91	2,278									
2647				Laborer #1	24.00	hr	1,857	77 /hr	02b-030-0080		24	77.36	1,857									
2648				Laborer #2	24.00	hr	1,857	77 /hr	02b-030-0080		24	77.36	1,857									
2649				CAT 246 Skid Steer Loader	12.00	hr	1,454	121 /hr	02a-0246		12	94.91	1,139					26.22	315			
2650				CAT 320 Excavator - F/O	24.00	hr	4,220	176 /hr	02a-0320		24	94.91	2,278					80.94	1,943			
2651				CAT 966 Loader - F/O	24.00	hr	4,603	192 /hr	02a-0966		24	94.91	2,278					96.90	2,326			
2652				CAT 323 Compactor 50" Sheeps foot	24.00	hr	3,263	136 /hr	02a-0323		24	94.91	2,278					41.04	985			
2653				Water Truck 2000 gal - F/O	24.00	hr	2,784	116 /hr	02a-2000		24	81.80	1,963					34.20	821			
2654				Total subgrade preparation =	3,340.00	ft2		/ft2														
2655			10.1010	MFRO Building Excavate Deep Sections																		
2656				MFRO Excavate Deep Sections																		
2657				Grade Checker	32.00	hr	3,037	95 /hr	02b-030-0050		32	94.91	3,037									
2658				Laborer #1	32.00	hr	2,476	77 /hr	02b-030-0080		32	77.36	2,476									
2659				Laborer #2	32.00	hr	2,476	77 /hr	02b-030-0080		32	77.36	2,476									
2660				CAT D4 Dozer	32.00	hr	4,460	139 /hr	02a-0004		32	94.91	3,037					44.46	1,423			
2661				CAT 246 Skid Steer Loader	32.00	hr	3,876	121 /hr	02a-0246		32	94.91	3,037					26.22	839			
2662				CAT 420 Backhoe (JD 310) - F/O	32.00	hr	4,314	135 /hr	02a-0420		32	94.91	3,037					39.90	1,277			
2663				CAT 966 Loader - F/O	32.00	hr	6,138	192 /hr	02a-0966		32	94.91	3,037					96.90	3,101			
2664				CAT 323 Compactor 50" Sheeps foot	32.00	hr	4,350	136 /hr	02a-0323		32	94.91	3,037					41.04	1,313			
2665				Water Truck 2000 gal - F/O	32.00	hr	3,712	116 /hr	02a-2000		32	81.80	2,618					34.20	1,094			
2666				Total subgrade preparation =	6,500.00	ft2		/ft2														
2667			10.1015	MFRO Building Backfill Foundations																		
2668				MFRO Backfill Building Footings																		
2669				Grade Checker	20.00	hr	1,898	95 /hr	02b-030-0050		20	94.91	1,898									
2670				Laborer #1	20.00	hr	1,547	77 /hr	02b-030-0080		20	77.36	1,547									
2671				Laborer #3	20.00	hr	1,547	77 /hr	02b-030-0080		20	77.36	1,547									
2672				CAT 232 Skid Steer Loader - F/O	20.00	hr	2,400	120 /hr	02a-0232		20	94.91	1,898					25.08	502			
2673				CAT 420 Backhoe (JD 310) - F/O	16.00	hr	2,157	135 /hr	02a-0420		16	94.91	1,519					39.90	638			
2674				CAT 966 Loader - F/O	20.00	hr	3,836	192 /hr	02a-0966		20	94.91	1,898					96.90	1,938			
2675				CAT 323 Compactor 50" Sheeps foot	20.00	hr	2,719	136 /hr	02a-0323		20	94.91	1,898					41.04	821			
2676				Water Truck 2000 gal - F/O	20.00	hr	2,320	116 /hr	02a-2000		20	81.80	1,636					34.20	684			
2677				Total subgrade preparation =	800.00	ft2		/ft2														
2678			10.1020	MFRO Building Grade for Chemical Unloading SOG																		
2679				Subgrade preparation																		
2680				Grade Checker	8.00	hr	759	95 /hr	02b-030-0050		8	94.91	759									
2681				Laborer #1	8.00	hr	619	77 /hr	02b-030-0080		8	77.36	619									
2682				CAT D4 Dozer	8.00	hr	1,115	139 /hr	02a-0004		8	94.91	759					44.46	356			
2683				CAT 320 Excavator - F/O	8.00	hr	1,407	176 /hr	02a-0320		8	94.91	759					80.94	648			
2684				CAT 323 Compactor 50" Sheeps foot	8.00	hr	1,088	136 /hr	02a-0323		8	94.91	759					41.04	328			
2685				Water Truck 2000 gal - F/O	16.00	hr	1,856	116 /hr	02a-2000		16	81.80	1,309					34.20	547			
2686				Total subgrade preparation =	600.00	ft2		/ft2														
2687		15		MFRO Inter Process Tank																		
2688			30.1000	Inter Process Tank Overexcavate and Backfill																		
2689				Inter Process Tank Backfill																		
2690				Grade Checker	16.00	hr	1,519	95 /hr	02b-030-0050		16	94.91	1,519									
2691				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238									
2692				CAT D4 Dozer	16.00	hr	2,230	139 /hr	02a-0004		16	94.91	1,519					44.46	711			
2693				CAT 232 Skid Steer Loader - F/O	8.00	hr	960	120 /hr	02a-0232		8	94.91	759					25.08	201			
2694				CAT 320 Excavator - F/O	16.00	hr	2,814	176 /hr	02a-0320		16	94.91	1,519					80.94	1,295			
2695				CAT 966 Loader - F/O	16.00	hr	3,069	192 /hr	02a-0966		16	94.91	1,519					96.90	1,550			
2696				CAT 323 Compactor 50" Sheeps foot	16.00	hr	2,175	136 /hr	02a-0323		16	94.91	1,519					41.04	657			
2697				Water Truck 2000 gal - F/O	8.00	hr	928	116 /hr	02a-2000		8	81.80	654					34.20	274			
2698				Total subgrade preparation =	2,000.00	ft2	1,078	1 /ft2						0.50	1,000							78
2699			30.1005	Excavate for Ring Footing																		
2700				Excavate Ring Footing																		
2701				Grade Checker	10.00	hr	949	95 /hr	02b-030-0050		10	94.91	949									
2702				Laborer #1	10.00	hr	774	77 /														





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
2813				<b>Backfill Generator SOG</b>																			
2814				Grade Checker	4.00	hr	380	95 /hr	02b-030-0050		4	94.91	380										
2815				Laborer #1	8.00	hr	619	77 /hr	02b-030-0080		8	77.36	619										
2816				CAT 246 Skid Steer Loader	8.00	hr	969	121 /hr	02a-0246		8	94.91	759					26.22	210				
2817				CAT 320 Excavator - F/O	8.00	hr	1,407	176 /hr	02a-0320		8	94.91	759					80.94	648				
2818				CAT 323 Compactor 50" Sheeps foot	4.00	hr	544	136 /hr	02a-0323		4	94.91	380					41.04	164				
2819				Water Truck 2000 gal - F/O	12.00	hr	1,392	116 /hr	02a-2000		12	81.80	982					34.20	410				
2820				<b>Total subgrade preparation =</b>	<b>750.00</b>	<b>ft2</b>		<b>/ft2</b>															
2821		60	05.1000	Intermediate Booster Pump Station (IBPS)																			
2822				<b>Mobilize Earthwork IBPS</b>																			
2823				<b>Mobilize Earthwork IBPS</b>																			
2824				Carpenter #1	1.00	day	653	653 /day	R&M CP JM	8.000 mh / day	8	81.63	653										
2825				Laborer #1	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619										
2826				Laborer #2	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619										
2827				Filanc Backhoe #1	1.00	day	352	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	1			25.00	25			39.90	319	5.00		5	2
2828				Service Truck #1 Day	1.00	day	228	228 /day	R&M Service Truck									228.00	228				
2829				Freight	4.00	ls	2,155	539 /ls						500.00	2,000							155	
2830			05.1010	Survey and Layout IBPS																			
2831				<b>IBPS Survey and Layout</b>																			
2832				Carpenter #1	2.00	day	1,306	653 /day	R&M CP JM	8.000 mh / day	16	81.63	1,306										
2833				Laborer #1	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238										
2834				Laborer #2	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238										
2835				Filanc Backhoe #1	2.00	day	703	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	2			25.00	50			39.90	638	5.00		10	5
2836				Service Truck #1 Day	2.00	day	456	228 /day	R&M Service Truck									228.00	456				
2837			05.1020	IBPS Excavate and Haul Off Spoils																			
2838				<b>IBPS Excavate site?Building/Pump cans and Haul Off Spoils</b>																			
2839				Grade Checker	40.00	hr	3,796	95 /hr	02b-030-0050		40	94.91	3,796										
2840				Laborer #1	40.00	hr	3,094	77 /hr	02b-030-0080		40	77.36	3,094										
2841				Laborer #3	40.00	hr	3,094	77 /hr	02b-030-0080		40	77.36	3,094										
2842				CAT D4 Dozer	40.00	hr	5,575	139 /hr	02a-0004		40	94.91	3,796					44.46	1,778				
2843				CAT 246 Skid Steer Loader	40.00	hr	4,845	121 /hr	02a-0246		40	94.91	3,796					26.22	1,049				
2844				CAT 320 Excavator - F/O	40.00	hr	7,034	176 /hr	02a-0320		40	94.91	3,796					80.94	3,238				
2845				CAT 966 Loader - F/O	40.00	hr	7,672	192 /hr	02a-0966		40	94.91	3,796					96.90	3,876				
2846				Water Truck 2000 gal - F/O	40.00	hr	4,640	116 /hr	02a-2000		40	81.80	3,272					34.20	1,368				
2847				Subcontractor Tandem 12 yd3 (\$/hr)	80.00	hr	28,564	357 /hr															
2848				<b>Total subgrade preparation =</b>	<b>4,000.00</b>	<b>ft2</b>		<b>/ft2</b>															
2849			05.1030	IBPS Excavate for Pump Cans																			
2850				<b>IBPS Excavate Pump Cans</b>																			
2851				Grade Checker	12.00	hr	1,139	95 /hr	02b-030-0050		12	94.91	1,139										
2852				Laborer #1	12.00	hr	928	77 /hr	02b-030-0080		12	77.36	928										
2853				CAT 320 Excavator - F/O	12.00	hr	2,110	176 /hr	02a-0320		12	94.91	1,139					80.94	971				
2854				CAT 966 Loader - F/O	12.00	hr	2,302	192 /hr	02a-0966		12	94.91	1,139					96.90	1,163				
2855				Water Truck 2000 gal - F/O	24.00	hr	2,784	116 /hr	02a-2000		24	81.80	1,963					34.20	821				
2856				<b>Total subgrade preparation =</b>	<b>500.00</b>	<b>ft2</b>		<b>/ft2</b>															
2857			05.1040	IBPS Backfill for Pump Cans																			
2858				<b>IBPS Backfill Pump Cans</b>																			
2859				Grade Checker	16.00	hr	1,519	95 /hr	02b-030-0050		16	94.91	1,519										
2860				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238										
2861				CAT 246 Skid Steer Loader	16.00	hr	1,938	121 /hr	02a-0246		16	94.91	1,519					26.22	420				
2862				CAT 966 Loader - F/O	16.00	hr	3,069	192 /hr	02a-0966		16	94.91	1,519					96.90	1,550				
2863				CAT 323 Compactor 50" Sheeps foot	16.00	hr	2,175	136 /hr	02a-0323		16	94.91	1,519					41.04	657				
2864				Water Truck 2000 gal - F/O	32.00	hr	3,712	116 /hr	02a-2000		32	81.80	2,618					34.20	1,094				
2865				<b>Total subgrade preparation =</b>	<b>500.00</b>	<b>ft2</b>		<b>/ft2</b>															
2866			05.1050	IBPS Fine Grade Pump Station																			
2867				<b>IBPS Fine Grade for Pump Station</b>																			
2868				Grade Checker	16.00	hr	1,519	95 /hr	02b-030-0050		16	94.91	1,519										
2869				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238										
2870				CAT 246 Skid Steer Loader	16.00	hr	1,938	121 /hr	02a-0246		16	94.91	1,519					26.22	420				
2871				CAT 320 Excavator - F/O	8.00	hr	1,407	176 /hr	02a-0320		8	94.91	759					80.94	648				
2872				CAT 323 Compactor 50" Sheeps foot	8.00	hr	1,088	136 /hr	02a-0323		8	94.91	759					41.04	328				
2873				Water Truck 2000 gal - F/O	24.00	hr	2,784	116 /hr	02a-2000		24	81.80	1,963					34.20	821				
2874				<b>Total subgrade preparation =</b>	<b>600.00</b>	<b>ft2</b>		<b>/ft2</b>															
2875			05.1060	IBPS Backfill Around Pump Station																			
2876				<b>IBPS Backfill Around Pump Station</b>																			
2877				Grade Checker	12.00	hr	1,139	95 /hr	02b-030-0050		12	94.91	1,139										
2878				Laborer #1	12.00	hr	928	77 /hr	02b-030-0080		12	77.36	928										
2879				CAT 246 Skid Steer Loader	12.00	hr	1,454	121 /hr	02a-0246		12	94.91	1,139					26.22	315				
2880				CAT 323 Compactor 50" Sheeps foot	4.00	hr	544	136 /hr	02a-0323		4	94.91	380					41.04	164				
2881				Water Truck 2000 gal - F/O	16.00	hr																	



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
2902				<b>Total subgrade preparation =</b>	<b>1,500.00</b>	<b>ft2</b>		<b>/ft2</b>														
2903			05.1080	IBPS Finisg Grade for Paving																		
2904				IBPS Finish Grade for paving																		
2905				Grade Checker	16.00	hr	1,863	116 /hr	02b-030-0050		16	94.91	1,519		20.00		320					25
2906				Laborer #1	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238									
2907				Laborer #3	16.00	hr	1,238	77 /hr	02b-030-0080		16	77.36	1,238									
2908				CAT D4 Dozer	16.00	hr	2,230	139 /hr	02a- 0004		16	94.91	1,519					44.46	711			
2909				CAT 232 Skid Steer Loader - F/O	16.00	hr	1,920	120 /hr	02a- 0232		16	94.91	1,519					25.08	401			
2910				CAT 320 Excavator - F/O	16.00	hr	2,814	176 /hr	02a- 0320		16	94.91	1,519					80.94	1,295			
2911				CAT 323 Compactor 50" Sheeps foot	16.00	hr	2,175	136 /hr	02a- 0323		16	94.91	1,519					41.04	657			
2912				Water Truck 2000 gal - F/O	32.00	hr	3,712	116 /hr	02a-2000		32	81.80	2,618					34.20	1,094			
2913				<b>Total subgrade preparation =</b>	<b>10,500.00</b>	<b>ft2</b>		<b>/ft2</b>														
2914			05.1090	IBPS Final Site Clean up and Demob																		
2915				IBPS Final Site Clean up and Demob																		
2916				Laborer #1	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238									
2917				Laborer #2	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238									
2918				Laborer #3	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238									
2919				Filanc Backhoe #1	2.00	day	703	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	2			25.00	50		39.90	638	5.00		10	5
2920				Service Truck #1 Day	2.00	day	456	228 /day	R&M Service Truck									228.00	456			
2921				Freight	4.00	ls	2,155	539 /ls						500.00	2,000							155
2922	06.			<b>Work Code Area Est. Item Description</b>	<b>Takeoff Quantity</b>		<b>Grand Total Amount</b>	<b>Grand Total Unit Price</b>	<b>Crew</b>	<b>Labor Productivity</b>	<b>Labor Hours</b>	<b>Labor Price</b>	<b>Labor Amount</b>	<b>Material Price</b>	<b>Material Amount</b>	<b>Sub Price</b>	<b>Sub Amount</b>	<b>Equip Price</b>	<b>Equip Amount</b>	<b>Consumable Price</b>	<b>Consumable Amount</b>	<b>Tax</b>
2923			05	Sitework																		
2924				Plant Sitewide																		
2925			06 - 0001	Yard Man																		
2926				MFRO Yard Man																		
2927				Yard Man - Monthly Cost	18.00	Mo.	240,899	13,383 /Mo.	02b-030-0080	173.000 mh / Mo.	3,114	77.36	240,899									
2928			06 - 0002	Construction Zone Fence																		
2929																						
2930				Construction Zone Fencing, MFRO, 8'0"	2,340.00	lf	32,318	14 /lf								13.10	30,663	65.00	1,430	0.10		225
2931				Construction Zone Fencing, IBPS, 8'0"	780.00	lf	7,633	10 /lf								8.50	6,628	65.00	780	0.29		225
2932			06 - 0003	Sitework Field Exploration																		
2933																						
2934				Field exploration of the asphalt section at MFRO site	1.00	LS	10,000	10,000 /LS												10,000.00		10,000
2935			06 - 0005	Curbs																		
2936				Curb																		
2937				Curb - 6' High	405.00	lf	12,353	31 /lf								30.50	12,353					
2938				C&G																		
2939				Curb & Gutter - 6' High	740.00	lf	22,570	31 /lf								30.50	22,570					
2940				Rolled Curb																		
2941				Rolled Curb	255.00	lf	8,033	32 /lf								31.50	8,033					
2942			06 - 0010	Sidewalks																		
2943				Sidewalks																		
2944				Concrete Sidewalks	2,000.00	sf	17,700	9 /sf								8.85	17,700					
2945			06 - 0015	Gravel Area, 3/4"																		
2946				Gravel Area																		
2947				Gravel Area, 3/4"	59,000.00	sf	75,520	1 /sf	15- 3001							1.28	75,520					
2948				Gravel Area, at drainage swale																		
2949				Gravel Area, 3/4"	4,100.00	sf	5,248	1 /sf	15- 3001							1.28	5,248					
2950			06 - 0016	DG Area																		
2951				DG Area																		
2952				DG Area	24,100.00	sf	49,405	2 /sf	15-2021							2.05	49,405					
2953			06 - 0017	Redwood Header																		
2954				Redwood Header																		
2955				Redwood Header, includes AC perimeter	1,800.00	lf	14,796	8 /lf								8.22	14,796					
2956			06 - 0020	Driveway Approach																		
2957				Concrete Driveway																		
2958				Concrete Driveway	900.00	sf	12,888	14 /sf								14.32	12,888					
2959				Concrete Driveway, added per workshop																		
2960				Concrete Driveway, added per workshop on 9/9/2020	900.00	sf	12,888	14 /sf								14.32	12,888					
2961				Concrete Driveway																		
2962				Sitework Bond	1.00	ls	2,703	2,703 /ls												2,703.00		2,703
2963			06 - 0025	Ribbon Gutter																		
2964				Ribbon Gutter																		
2965				Ribbon Gutter	1,000.00	sf	9,670	10 /sf								9.67	9,670					
2966				Ribbon Gutter, added per workshop																		
2967				Ribbon Gutter, added per workshop on 9/9/2020	1,600.00	sf	15,472	10 /sf								9.67	15,472					
2968			06 - 0040	Energy Disipator & Headwall																		
2969																						
2970				Fine Grade - Footing	34.00	sf	612	18 /sf	03-Lbr1	8.500 sf / hr	8	153.06	612									
2971				Class II Base Bedding - Cont. Footing	0.63	cy	550	874 /cy	03-Lbr1 eqsm1	0.140 cy / hr	5	77.36	348	18.55	21			39.90	180			2
2972				Class II Base Bedding Rollup	0.63	cy																
2973				Footing Forms < 12 inches - Continuous	25.50	sf	1,114	44 /sf	03-CP01 eqsm1	0.500 hr / sf	13	81.63	1,041	2.40	61			39.90	7			5
2974				Starter Wall Forms for Concrete Walls																		
2975				Handset Job Built Wall Forms with Plyform Level 2 (Medium) - Less than 8 feet tall	124.78	sf	7,829	63 /sf	03-CP02LB01	4.000 sf / hr	94	240.62	7,506	2.40	299							23

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
2989				Concrete Crane - Formwork Hoisting	2.00	mh	11	5 /mh	01-Crane Crawl 100	mh / hr		97.53		5.00	10			273.60				1
2990				Concrete Crane - Pouring Crane	2.19	mh	12	5 /mh	01-Crane Crawl 100	mh / hr		97.53		5.00	11			273.60				1
2991				<b>Rip Rap Energy Disipator @ Plant, Detail SDRSD D40</b>																		
2992				Rip Rap Machine Place	200.00	sf	2,213	11 /sf	15- 1280	50.000 sf / ch	12	252.25	1,009	4.44	889			61.56	246			69
2993				Rip Rap Hand Place Grouted	200.00	sf	2,783	14 /sf	15- 1280	100.000 sf / ch	6	252.25	505	10.00	2,000			61.56	123			155
2994			06 - 0060	<b>Bioretention Basin</b>																		
2995				<b>Bioretention Basin Installation of Engineered System</b>																		
2996				Cat TH 83 Reach Lift	13,000.00	sf	12,953	1 /sf	02-Site Cat th83	1,000.000 sf / day	104	759.28	9,871					237.12	3,083			
2997				Grade Checker, 1/2 time	13,000.00	sf	4,935	0 /sf	02b-030-0050	2,000.000 sf / day	52	759.28	4,935									
2998				Laborer x 3ea	13,000.00	sf	8,045	1 /sf	02b-030-0080	1,000.000 sf / day	104	618.88	8,045									
2999				CAT 320 Excavator - F/O	13,000.00	sf	18,288	1 /sf	02a- 0320	1,000.000 sf / day	104	759.28	9,871					647.52	8,418			
3000				<b>Bioretention Hand backfill</b>																		
3001				ABC (road base)	2,456.00	tn	66,312	27 /tn						22.00	54,032	5.00	12,280					
3002				Grade Checker	32.00	hr	3,037	95 /hr	02b-030-0050		32	94.91	3,037									
3003				Laborer	96.00	hr	7,427	77 /hr	02b-030-0080		96	77.36	7,427									
3004				CAT 420 Backhoe (JD 310) - F/O	32.00	hr	4,314	135 /hr	02a- 0420		32	94.91	3,037					39.90	1,277			
3005				Gradeall Reach Excavator	32.00	hr	7,935	248 /hr	02a- 0815		32	94.91	3,037					99.18	3,174	50.00	1,600	124
3006				<b>Bioretention Supply System</b>																		
3007				Supply Bioretention Basin System: Prinsco	13,000.00	sf	165,500	13 /sf						11.82	153,596							11,904
3008				<b>Bioretention Pond Liner</b>																		
3009				<b>Bioretention Pond Liner</b>	13,000.00	sf		/sf														
3010		60		<b>Intermediate Booster Pump Station (IBPS)</b>																		
3011			06 - 0005	<b>Curbs</b>																		
3012				<b>Curb</b>																		
3013				Curb - 6' High	165.00	lf	5,610	34 /lf								34.00	5,610					
3014				<b>C&amp;G</b>																		
3015				Curb & Gutter - 6' High	300.00	lf	10,200	34 /lf								34.00	10,200					
3016				<b>Rolled Curb</b>																		
3017				Rolled Curb	40.00	lf	1,360	34 /lf								34.00	1,360					
3018			06 - 0010	<b>Sidewalks</b>																		
3019				<b>Sidewalks</b>																		
3020				Concrete Sidewalks	1,000.00	sf	8,850	9 /sf								8.85	8,850					
3021			06 - 0020	<b>Driveway Approach</b>																		
3022				<b>Concrete Driveway</b>																		
3023				Concrete Driveway	600.00	sf	12,888	21 /sf								21.48	12,888					
3024			06 - 0025	<b>Ribbon Gutter</b>																		
3025				<b>Ribbon Gutter</b>																		
3026				Ribbon Gutter	100.00	sf	3,117	31 /sf								31.17	3,117					
3027			06 - 0060	<b>Bioretention Basin</b>																		
3028				<b>Bioretention Basin: Excavate and Shape</b>																		
3029				<b>Grade Checker</b>		hr		/hr	02b-030-0050			94.91										
3030				<b>Laborer</b>		hr		/hr	02b-030-0080			77.36										
3031				<b>CAT 320 Excavator - F/O</b>		hr		/hr	02a- 0320			94.91						80.94				
3032				<b>Bioretention Basin: Hand backfill</b>																		
3033				Aggregate Storage Layer AASHTO No.57	37.50	tn	1,875	50 /tn						45.00	1,688	5.00	188					
3034				Clean & Washed ASTM No.8 Stone	15.00	tn	292	19 /tn						14.46	217	5.00	75					
3035				Clean & Washed ASTM C33 Fine Sand	22.50	tn	653	29 /tn						24.00	540	5.00	113					
3036				VSM Media	45.00	tn	4,950	110 /tn						105.00	4,725	5.00	225					
3037				Bioretention Soil Media	150.00	tn	18,000	120 /tn						115.00	17,250	5.00	750					
3038				Grade Checker	24.00	hr	2,278	95 /hr	02b-030-0050		24	94.91	2,278									
3039				Laborer	120.00	hr	9,283	77 /hr	02b-030-0080		120	77.36	9,283									
3040				CAT 420 Backhoe (JD 310) - F/O	40.00	hr	5,392	135 /hr	02a- 0420		40	94.91	3,796					39.90	1,596			
3041				Gradeall Excavator Rental	8.00	hr	2,630	329 /hr	02a- 0815		8	94.91	759					180.00	1,440	50.00	400	31
3042				<b>Bioretention Basin: Spoil Haul off-site</b>																		
3043				<b>CAT 950 Loader - F/O</b>		ld		/ld	02a- 0950	0.348 hr / ld		94.91						79.80				
3044				<b>Subcontractor Tandem 12 yd3 (\$/hr)</b>		cy		/cy								125.00						
3045				<b>Subcontractor Dump Fee (\$/yd3)</b>		cy		/cy												165.00		
3046				<b>Bioretention Basin: Pond Liner</b>																		
3047				Bioretention Pond Liner	1,500.00	sf	15,000	10 /sf								10.00	15,000					
3048				<b>Work Code Area Est. Item Description</b>	<b>Takeoff Quantity</b>		<b>Grand Total Amount</b>	<b>Grand Total Unit Price</b>	<b>Crew</b>	<b>Labor Productivity</b>	<b>Labor Hours</b>	<b>Labor Price</b>	<b>Labor Amount</b>	<b>Material Price</b>	<b>Material Amount</b>	<b>Sub Price</b>	<b>Sub Amount</b>	<b>Equip Price</b>	<b>Equip Amount</b>	<b>Consumable Price</b>	<b>Consumable Amount</b>	<b>Tax</b>
3049		07.		<b>Plant Paving</b>																		
3050			05	<b>Plant Sitewide</b>																		
3051				<b>07 - 0005 Asphalt Paving</b>																		
3052				<b>AC @ Site</b>																		
3053				Asphalt Paving - Patch Work for Tie-Ins	3,500.00	sf	54,250	16 /sf								15.50	54,250					
3054				Demo - Sawcutting Sub	140.00	lf	1,500	11 /lf								10.71	1,500					
3055				Adjust to Grade - Valve Box	2.00	ea	1,270	635 /ea	40-4240	2.000 hr / ea	8	154.72	619	150.00	300			82.08	328			23
3056				Adjust to Grade - Manhole 36"	8.00	ea	8,776	1,097 /ea	40-4240	3.000 hr / ea	48	154.72	3,713	150.00	1,200	225.00	1,800	82.08	1,970			93
3057			07 - 1005	<b>Asphalt Paving Subcontractor</b>																		
3058				<b>AC Sub @ MFRO</b>																		
3059				Sub - Asphalt Paving, Section 4"/10.5": Hardy & Harper	41,500.00	sf	180,525	4 /sf								4.35	180,525					
3060				<b>AC Bond</b>																		



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3078				ADD: Guard Post Concrete Filled	27.00	ea	4,916	182 /ea	05-Lbr1	1.160 mh / ea	31	77.36	2,423	85.69	2,314							179
3079			08 - 0205	Misc. Metals																		
3080				<b>Embeds Rolling Gate Track</b>																		
3081				Install Rolling Gate Angle	50.00	lf	1,157	23 /lf	05-IW Basic	5.000 lf / mh	10	79.50	795	5.71	286					1.00	50	26
3082				Rolling Gate Angle 3 x 3 x1/4in	50.00	lf	1,614	32 /lf						5.71	1,498							116
3083		10		<b>MFRO Process Building (Inc Electrical &amp; Chemical)</b>																		
3084			08 - 0040	Hand Rail																		
3085																						
3086				Handrail as shown on A-300 above Elect Room	95.00	lf	21,943	231 /lf												230.98		21,943
3087				<b>Guardrail System 42" high</b>																		
3088				Bolt Hex Stainless Steel 5/8inx2in	32.00	ea	98	3 /ea						2.86	91							7
3089				Nut Stainless Steel 5/8in	32.00	ea	39	1 /ea						1.14	37							3
3090				Washer Stainless Steel 5/8in	32.00	ea	59	2 /ea						1.71	55							4
3091				Material - Handrail Alum Internal Hardware 2in	60.00	lf	11,080	185 /lf						171.39	10,283							797
3092				Handrail Anchors Installed	32.00	ea	318	10 /ea	05-Mill1	0.100 mh / ea	3	88.55	283							1.00	32	2
3093				Handrail Alum Internal Hardware 2in Install	60.00	lf	2,264	38 /lf	05-Mill2	2.500 lf / mh	24	88.55	2,125	1.14	69					1.00	60	10
3094			08 - 0050	Grating																		
3095				<b>Galv Steel Grating Chemical Delivery Pad</b>																		
3096				Grating Seat Angle Galv Steel Cast In	8.00	lf	99	12 /lf						11.43	91							7
3097				Grating Galv Steel 2' x 2'	1.00	ea	369	369 /ea						342.77	343							27
3098				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3099				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3100				Grating Seat Angle Install	8.00	lf	2,719	340 /lf	05-Carp2	4.000 mh / lf	32	81.63	2,612	11.43	91					1.00	8	8
3101				<b>Galv Steel Grating MF Unit</b>																		
3102				Grating Seat Angle Galv Steel Cast In	65.00	lf	800	12 /lf						11.43	743							58
3103				Grating Galv Steel 30' x 2'-6"	1.00	ea	3,693	3,693 /ea						3,427.70	3,428							266
3104				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3105				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3106				Grating Seat Angle Install	65.00	lf	22,094	340 /lf	05-Carp2	4.000 mh / lf	260	81.63	21,224	11.43	743					1.00	65	63
3107				<b>Galv Steel Grating TNK 1310-1320</b>																		
3108				Grating Seat Angle Galv Steel Cast In	65.00	lf	800	12 /lf						11.43	743							58
3109				Grating Galv Steel 30' x 2'-6"	1.00	ea	3,693	3,693 /ea						3,427.70	3,428							266
3110				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3111				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3112				Grating Seat Angle Install	65.00	lf	22,094	340 /lf	05-Carp2	4.000 mh / lf	260	81.63	21,224	11.43	743					1.00	65	63
3113				<b>Galv Steel Grating TNK 2901</b>																		
3114				Grating Seat Angle Galv Steel Cast In	45.00	lf	554	12 /lf						11.43	514							40
3115				Grating Galv Steel 20' x 2'-6"	1.00	ea	2,462	2,462 /ea						2,285.14	2,285							177
3116				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3117				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3118				Grating Seat Angle Install	45.00	lf	15,296	340 /lf	05-Carp2	4.000 mh / lf	180	81.63	14,693	11.43	514					1.00	45	43
3119				<b>Galv Steel Grating TNK 2410</b>																		
3120				Grating Seat Angle Galv Steel Cast In	25.00	lf	308	12 /lf						11.43	286							22
3121				Grating Galv Steel 10' x 2'-6"	1.00	ea	1,231	1,231 /ea						1,142.56	1,143							89
3122				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3123				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3124				Grating Seat Angle Install	25.00	lf	8,498	340 /lf	05-Carp2	4.000 mh / lf	100	81.63	8,163	11.43	286					1.00	25	24
3125				<b>Galv Steel Grating TNK 2420</b>																		
3126				Grating Seat Angle Galv Steel Cast In	25.00	lf	308	12 /lf						11.43	286							22
3127				Grating Galv Steel 10' x 2'-6"	1.00	ea	1,231	1,231 /ea						1,142.57	1,143							89
3128				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3129				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3130				Grating Seat Angle Install	25.00	lf	8,498	340 /lf	05-Carp2	4.000 mh / lf	100	81.63	8,163	11.43	286					1.00	25	24
3131			08 - 0055	Grating - FRP																		
3132				<b>FRP Sump Grating Containment Areas</b>																		
3133				Grating Seat Angle FRP Bolt On	10.00	lf	123	12 /lf						11.43	114							9
3134				Grating Seat Angle FRP Cast In	10.00	lf	123	12 /lf						11.43	114							9
3135				Sump Grating 1'-9" Square	2.00	ea	1,231	616 /ea						571.29	1,143							89
3136				Grating Install	2.00	ea	188	94 /ea	05-Mill2	1.000 mh / ea	2	88.55	177							5.00	10	1
3137				Grating Bolt Down	2.00	ea	99	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	89							5.00	10	1
3138				Grating Seat Angle Install	20.00	lf	348	17 /lf	05-Carp2	0.200 mh / lf	4	81.63	327							1.00	20	2
3139				<b>FRP Sump Grating Chemical Area</b>																		
3140				Grating Seat Angle FRP Cast In	14.00	lf	172	12 /lf						11.43	160							12
3141				Sump Grating 3'-6" Square	1.00	ea	923	923 /ea						856.92	857							66
3142				Grating Install	1.00	ea	94	94 /ea	05-Mill2	1.000 mh / ea	1	88.55	89							5.00	5	0
3143				Grating Bolt Down	1.00	ea	50	50 /ea	05-Mill1	0.500 mh / ea	1	88.55	44							5.00	5	0
3144				Grating Seat Angle Install	14.00	lf	342	24 /lf	05-Carp2	0.286 mh / lf	4	81.63	327							1.00	14	1
3145			08 - 0065	Ladders																		
3146																						
3147				Ladder Access as shown on A-300 above Elect Room	1.00																	

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

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3167				ADD: Guard Post Concrete Filled	8.00	ea	1,457	182 /ea	05-Lbr1	1.160 mh / ea	9	77.36	718	85.69	686							53
3168			08 - 0075	Hatches																		
3169				Roof Access Hatche MFRO Building														600.00	600			
3170				Hydraulic Crane 35 ton Metal Divison	8.00	hr	1,359	170 /hr	01-OP1	8.000 hr / cd	8	759.28	759									
3171				Roof Access Hatch 4x6	1.00	ea	9,233	9,233 /ea						8,569.25	8,569							664
3172				Hatch Bolt On Install	32.00	sf	2,834	89 /sf	05-Mill2	1.000 mh / sf	32	88.55	2,834									
3173			08 - 0090	Step-Over Access Platforms																		
3174				Step-Over Stairs Containment Areas																		
3175				Hydraulic Crane 35 ton Metal Divison	8.00	hr	1,359	170 /hr	01-OP1	8.000 hr / cd	8	759.28	759					600.00	600			
3176				Generic Anchor Bolt \$25	16.00	ea	927	58 /ea					400	28.56	457					2.00	32	38
3177				FRP Step-Over w/ Landing	2.00	ea	20,929	10,464 /ea						9,711.82	19,424							1,505
3178				Stairs Install 0 to 4 Steps w/ Landing	2.00	ea	730	365 /ea	05-Mill2	4.000 mh / ea	8	88.55	708							10.00	20	2
3179				Stairs Anchors Installed	16.00	ea	726	45 /ea	05-Mill1	0.500 mh / ea	8	88.55	708							1.00	16	1
3180				Stairs Supports Install	16.00	ea	1,434	90 /ea	05-Mill2	1.000 mh / ea	16	88.55	1,417							1.00	16	1
3181				Stairs Dry Pack	16.00	ea	492	31 /ea	05-Lbr1	0.300 mh / ea	5	77.36	371	5.71	96					1.00	16	9
3182			08 - 0225	Eye Bolt Anchors																		
3183				Eye Bolt Anchors																		
3184				Eye Bolt Anchors - Labor and material	52.00	ea	20,914	402 /ea	15-Lab2	2.400 mh / ea	125	77.36	9,655	199.95	10,397					1.00	52	810
3185			10 - 08331	Overhead Coiling Aluminum Doors																		
3186				Overhead Roll-Upo Door Manual 5G & 5H																		
3187				Erect Steel Channel 10in	6.00	ea	1,924	321 /ea	05-IW Basic	4.000 mh / ea	24	79.50	1,908							2.50	15	1
3188				Buy Steel MC Channel 10inx 24.9	88.00	lf	14,432	164 /lf						5.71	13,394							1,038
3189				Overhead Roll-Upo Door Manual 5B & 5C																		
3190				Erect Steel Channel 10in	6.00	ea	1,924	321 /ea	05-IW Basic	4.000 mh / ea	24	79.50	1,908							2.50	15	1
3191				Buy Steel MC Channel 10inx 24.9	96.00	lf	15,744	164 /lf						5.71	14,612							1,132
3192		30		Surge Tank																		
3193			08 - 0070	Guard Posts																		
3194				Guard Post Surge Tanks Removable																		
3195				Material - Guard Post 4in Diameter Steel	14.00	ea	4,309	308 /ea						285.64	3,999							310
3196				ADD: Guard Post Excavate for Install	14.00	ea	1,485	106 /ea	03-Lbr1Equip1.	2.000 ea / hr	14	172.27	1,206					39.90	279			
3197				Guard Post Install	14.00	ea	4,886	349 /ea	03-CP01LB01	4.390 mh / ea	61	79.50	4,886									
3198				ADD: Guard Post Make Removable	14.00	ea	5,924	423 /ea	03-CP01LB01	3.000 mh / ea	42	79.50	3,339	171.39	2,399							186
3199				ADD: Guard Post Concrete Filled	14.00	ea	2,549	182 /ea	05-Lbr1	1.160 mh / ea	16	77.36	1,256	85.69	1,200							93
3200		60		Intermediate Booster Pump Station (IBPS)																		
3201			08 - 0040	Hand Rail																		
3202				Handrail Access Steps IBPS																		
3203				Material - Handrail Alumn Internal Hardware 2in IBPS	12.00	lf	2,955	246 /lf						228.51	2,742							213
3204				Handrail Anchors Installed	12.00	ea	119	10 /ea	05-Mill1	0.100 mh / ea	1	88.55	106							1.00	12	1
3205				Handrail Alumn Internal Hardware 2in Install	12.00	lf	453	38 /lf	05-Mill2	2.500 lf / mh	5	88.55	425	1.14	14					1.00	12	2
3206			08 - 0070	Guard Posts																		
3207				Guard Post IBPS Type B Removable																		
3208				Material - Guard Post 4in Diameter Steel IBPS	15.00	ea	4,617	308 /ea						285.64	4,285							332
3209				ADD: Guard Post Excavate for Install	15.00	ea	3,183	212 /ea	03-Lbr1Equip1.	1.000 ea / hr	30	172.27	2,584					39.90	599			
3210				Guard Post Install	15.00	ea	3,577	238 /ea	03-CP01LB01	3.000 mh / ea	45	79.50	3,577									
3211				ADD: Guard Post Make Removable	15.00	ea	5,424	362 /ea	03-CP01LB01	3.000 mh / ea	45	79.50	3,577	114.26	1,714							133
3212				ADD: Guard Post Concrete Filled	15.00	ea	2,731	182 /ea	05-Lbr1	1.160 mh / ea	17	77.36	1,346	85.69	1,285							100
3213			08 - 0075	Hatches																		
3214				Bilco Roof Hatch 10' x 5'																		
3215				Bilco Roof Hatch 10' x 5'	4.00	ea	53,866	13,467 /ea	05-Mill2	20.000 mh / ea	80	88.55	7,084	10,854.38	43,418							3,365
3216				Bilco Hatch Curb	4.00	ea	2,140	535 /ea	06-Crp2 Lab1	2.000 hr / ea	24	240.62	1,925						50.00		200	16
3217			08 - 0205	Misc. Metals																		
3218				Access Steps Stair Nosing IBPS																		
3219				Stair Nosing	8.00	lf	739	92 /lf						85.69	686							53
3220				Stair Nosing Install	8.00	lf	474	59 /lf	05-Carp1	0.500 mh / lf	4	81.63	327	17.14	137							11
3221				Embeds Rolling Gate Track																		
3222				Install Rolling Gate Angle	40.00	lf	925	23 /lf	05-IW Basic	5.000 lf / mh	8	79.50	636	5.71	229					1.00	40	21
3223				Rolling Gate Angle 3 x 3 x1/4in	40.00	lf	1,291	32 /lf						5.71	1,198							93
3224			08 - 0210	Roof Structural Steel																		
3225				IBPS Building Roof Truss Hatch Openings																		
3226				Hydraulic Crane 35 ton Metal Divison	16.00	hr	2,719	170 /hr	01-OP1	8.000 hr / cd	16	759.28	1,519					600.00	1,200			
3227				Beam Install	16.00	ea	3,867	242 /ea	06-Carp RoofSiding	1.000 ea / hr	48	240.62	3,850							1.00	16	1
3228				Beam Connection Welding	64.00	lf	2,105	33 /lf	05-Mill1 wldS1	0.308 mh / lf	20	88.55	1,744					14.82	292	1.00	64	5
3229				Steel Sq Tube 3inx3inx .3125	96.00	lf	6,690	70 /lf		lf / -				5.71	6,209							481
3230				IBPS Building Roof Trusses																		
3231				Hydraulic Crane 35 ton Metal Divison	80.00	hr	13,593	170 /hr	01-OP1	8.000 hr / cd	80	759.28	7,593					600.00	6,000			
3232				Roof Trusses Install	80.00	hr	33,052	413 /hr	05-IWkrFrm1IWkr4	ea / -	400	412.07	32,966							1.00	80	6
3233				Roof Trusses IBPS Building	13.00	ea	120,034	9,233 /ea						8,569.25	111,400							8,634
3234				IBPS Building Embeds Truss Base Plate																		
3235				Anchor Bolts - Embeds	104.00	ea	5,671	55 /ea	05-Lbr1	2.000 ea / mh	52	77.36	4,023	13.71	1,426					1.00	104	119
3236				Steel Plate 1/2in @ 20lbs per sf	26.00	ea	1,9															



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax		
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount			
3256				AFD-2010/2020/2030 furn by EI&C	3.00	ea	0	0 /ea						0.00	0									
3257				Temperature Switches TSH-2010/2020/2030 incl w pumps	3.00	ea		/ea	11-Equip Setting	mh / ea		84.14												
3258				30 Ton Hydraulic Crane	8.00	hr	1,140	143 /hr	02 - 30 Ton Crane								142.50	1,140						
3259				Crane Operator	8.00	mh	780	98 /mh	15- 1260		8	97.53	780											
3260				RO Transfer Pumps PHE-2010/2020/2030	3.00	ea	84,530	28,177 /ea						26,150.00	78,450						6,080			
3261				Unload / Stage - Large Pump	3.00	ea	1,211	404 /ea	15-8000	2.000 ch / ea	9	124.82	749				153.90	462						
3262				Install - Large Pump	3.00	ea	8,743	2,914 /ea	15-8027	8.000 ch / ea	83	305.62	7,335				153.90	923	150.00		450	35		
3263				Grout Base - Large Pump	3.00	ea	1,872	624 /ea	15-8031	4.000 ch / ea	24	155.99	1,872											
3264				Startup/Testing - Large Pump	3.00	ea	1,224	408 /ea	15-8040	4.000 ch / ea	12	88.55	1,063							50.00		150	12	
3265				Buy Anchor Bolts - Large	16.00	ea	1,724	108 /ea												100.00		1,600	124	
3266			09-11532	Inline Static Mixers																				
3267				Inline 14" Static Mixer MEM-MXS-43 **																				
3268				Boom Truck	hr			/hr	02 - Boom Truck									153.90						
3269				Crane Operator	mh			/mh	15- 1260			97.53												
3270				Unload / Stage - Static Mixer	ea			/ea	15-8000	2.000 hr / ea		124.82						153.90						
3271				Inline Static Mixer MEM-MXS-43 - Buy	ea			/ea																
3272				Install Static Mixer	ea			/ea	15-8040	8.000 hr / ea		88.55								150.00				
3273				Startup/Testing - Misc	ea			/ea	15-8040	4.000 hr / ea		88.55								50.00				
3274				Buy Anchor Bolts - Small	ea			/ea													25.00			
3275				Inline 12" Static Mixer @ RO Feed Pretreatment MXS-2058/2059																				
3276				Boom Truck	2.00	hr	308	154 /hr	02 - Boom Truck									153.90	308					
3277				Crane Operator	2.00	mh	195	98 /mh	15- 1260		2	97.53	195											
3278				Unload / Stage - Static Mixer	2.00	ea	807	404 /ea	15-8000	2.000 hr / ea	6	124.82	499					153.90	308					
3279				Inline Static Mixer @ RO Feed Pretreatment - Buy	2.00	ea	54,597	27,298 /ea						25,335.00	50,670							3,927		
3280				Install Static Mixer	2.00	ea	1,740	870 /ea	15-8040	8.000 hr / ea	16	88.55	1,417							150.00		300	23	
3281				Startup/Testing - Misc	2.00	ea	816	408 /ea	15-8040	4.000 hr / ea	8	88.55	708							50.00		100	8	
3282				Buy Anchor Bolts - Small	8.00	ea	216	27 /ea												25.00		200	16	
3283				18" Inline Static Mixer @ Product Water Storage Tank MXS-5006																				
3284				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154				
3285				Crane Operator	1.00	mh	98	98 /mh	15- 1260		1	97.53	98											
3286				Unload / Stage - Static Mixer	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250						153.90	154				
3287				Inline Static Mixer @ RO Feed Pretreatment - Buy - incl above	1.00	ea		/ea																
3288				Install Static Mixer	1.00	ea	870	870 /ea	15-8040	8.000 hr / ea	8	88.55	708							150.00		150	12	
3289				Startup/Testing - Misc	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00		50	4	
3290				Buy Anchor Bolts - Small	4.00	ea	108	27 /ea												25.00		100	8	
3291				12" Antiscalant Static Mixer																				
3292				Unload / Stage - Static Mixer	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250						153.90	154				
3293				Install Static Mixer - In-Line	1.00	ea	1,135	1,135 /ea	15-8040	8.000 hr / ea	8	88.55	708						50.00	400	25.00		25	2
3294				Startup/Testing - Misc	1.00	ea	204	204 /ea	15-8040	2.000 hr / ea	2	88.55	177							25.00		25	2	
3295				12" Sulfuric Acid/ Sodium Bisulfite Static Mixer																				
3296				Unload / Stage - Static Mixer	ea			/ea	15-8000	2.000 hr / ea		124.82								153.90				
3297				12" Sulfuric Acid/ Sodium Bisulfite Static Mixer - Buy	ea			/ea																
3298				Install Static Mixer - In-Line	ea			/ea	15-8040	8.000 hr / ea		88.55								50.00		25.00		
3299				Startup/Testing - Misc	ea			/ea	15-8040	2.000 hr / ea		88.55									25.00			
3300				Inline 12" Static Mixer @ MF Feed Pretreatment MXS-0011																				
3301				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck											153.90	154			
3302				Crane Operator	1.00	mh	98	98 /mh	15- 1260		1	97.53	98											
3303				Unload / Stage - Static Mixer	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250						153.90	154				
3304				Inline 12" Static Mixer @ MF Feed Pretreatment MXS-0011-Buy - incl above	1.00	ea		/ea																
3305				Install Static Mixer	1.00	ea	870	870 /ea	15-8040	8.000 hr / ea	8	88.55	708							150.00		150	12	
3306				Startup/Testing - Misc	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00		50	4	
3307				Buy Anchor Bolts - Small	4.00	ea	108	27 /ea												25.00		100	8	
3308			09-11625	Positive Displacement Blowers - Furn by MFSS																				
3309				MF Aeratio Blowers BL-1610/1620																				
3310				Special Material	1.00	ea		/ea																
3311				AFD furn by ?	2.00	ea		/ea																
3312				Special Material	1.00	ea		/ea																
3313				Unload / Stage - Turbo Blower	2.00	ea	2,230	1,115 /ea	15-8000	4.000 hr / ea	12	124.82	999						153.90	1,231				
3314				Air Scour Blowers - Buy - Furn by MFSS	2.00	ea		/ea																
3315				Install - Air Scour Blower	2.00	ea	5,344	2,672 /ea	15-8028	8.000 hr / ea	45	250.32	4,005						153.90	1,231	50.00		100	8
3316				Install Filter, Silencers- Air Scour Blower AF-1610/1620	2.00	ea	5,761	2,881 /ea	15-8022	8.000 hr / ea	51	276.39	4,422						153.90	1,231	50.00		100	8
3317				Buy Anchor Bolts - Small	60.00	ea	1,616	27 /ea												25.00		1,500	116	
3318				Buy Anchor Bolts - Large	12.00	ea	1,293	108 /ea												100.00		1,200	93	
3319			09-11630	Compressed Air Equipment																				
3320				Surge / MF Air Compressor CMP-9310/9320																				
3321				Boom Truck Crane 18 Ton	24.00	mh	3,718	155 /mh	01-OP1		24	94.91	2,278						480.00	1,440				
3322				Air Receivers TNK-9311 - Buy	1.00	ea	2,403	2,403 /ea						2,230.00	2,230								173	
3323				Coalescing Filters - Buy	2.00	ea	1,694	847 /ea						786.00	1,572								122	
3324				Zero-loss condensate drain	1.00	ea	1,422	1,422 /ea						1,320.00	1,320									

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
3345				<b>Injection Quills @ MF Autostrainers</b>																			
3346				Unload / Stage - Injection Quills	2.00	ea	557	279 /ea	15-8000	1.000	hr / ea	3	124.82	250				153.90	308				
3347				Injection Quills	2.00	ea	5,388	2,694 /ea							2,500.00	5,000						388	
3348				Install Quills - In-Line	2.00	ea	762	381 /ea	15-8040	4.000	hr / ea	8	88.55	708						25.00	50	4	
3349				Startup/Testing - Misc	2.00	ea	408	204 /ea	15-8040	2.000	hr / ea	4	88.55	354						25.00	50	4	
3350				<b>Injection Quills @ RO Feed Pretreatment</b>																			
3351				Unload / Stage - Injection Quills	3.00	ea	836	279 /ea	15-8000	1.000	hr / ea	5	124.82	374				153.90	462				
3352				Injection Quills	3.00	ea	8,081	2,694 /ea							2,500.00	7,500						581	
3353				Install Quills - In-Line	3.00	ea	1,143	381 /ea	15-8040	4.000	hr / ea	12	88.55	1,063						25.00	75	6	
3354				Startup/Testing - Misc	3.00	ea	612	204 /ea	15-8040	2.000	hr / ea	6	88.55	531						25.00	75	6	
3355				<b>Injection Quills @ RO Product Water Storage Tank</b>																			
3356				Unload / Stage - Injection Quills	3.00	ea	836	279 /ea	15-8000	1.000	hr / ea	5	124.82	374				153.90	462				
3357				Injection Quills	3.00	ea	8,081	2,694 /ea							2,500.00	7,500						581	
3358				Install Quills - In-Line	3.00	ea	1,143	381 /ea	15-8040	4.000	hr / ea	12	88.55	1,063						25.00	75	6	
3359				Startup/Testing - Misc	3.00	ea	612	204 /ea	15-8040	2.000	hr / ea	6	88.55	531						25.00	75	6	
3360				<b>Injection Quills @ RO Brine Line</b>																			
3361				Unload / Stage - Injection Quills	1.00	ea	279	279 /ea	15-8000	1.000	hr / ea	2	124.82	125				153.90	154				
3362				Injection Quills	1.00	ea	2,694	2,694 /ea							2,500.00	2,500						194	
3363				Install Quills - In-Line	1.00	ea	381	381 /ea	15-8040	4.000	hr / ea	4	88.55	354						25.00	25	2	
3364				Startup/Testing - Misc	1.00	ea	204	204 /ea	15-8040	2.000	hr / ea	2	88.55	177						25.00	25	2	
3365				<b>Injection Quills @ MF CIP System</b>																			
3366				Unload / Stage - Injection Quills	5.00	ea	1,394	279 /ea	15-8000	1.000	hr / ea	8	124.82	624				153.90	770				
3367				Injection Quills	5.00	ea	13,469	2,694 /ea							2,500.00	12,500						969	
3368				Install Quills - In-Line	5.00	ea	1,906	381 /ea	15-8040	4.000	hr / ea	20	88.55	1,771						25.00	125	10	
3369				Startup/Testing - Misc	5.00	ea	1,020	204 /ea	15-8040	2.000	hr / ea	10	88.55	886						25.00	125	10	
3370				<b>Injection Quills @ RO CIP System</b>																			
3371				Unload / Stage - Injection Quills	3.00	ea	836	279 /ea	15-8000	1.000	hr / ea	5	124.82	374				153.90	462				
3372				Injection Quills	3.00	ea	8,081	2,694 /ea							2,500.00	7,500						581	
3373				Install Quills - In-Line	3.00	ea	1,143	381 /ea	15-8040	4.000	hr / ea	12	88.55	1,063						25.00	75	6	
3374				Startup/Testing - Misc	3.00	ea	612	204 /ea	15-8040	2.000	hr / ea	6	88.55	531						25.00	75	6	
3375				<b>Sodium Hypochlorite Feed - MF/UF Feed PDM-7110/7120*</b>																			
3376				<b>Off-Gas PRV</b>	2.00	ea		/ea															
3377				Freight	1.00	LS	9,159	9,159 /LS							8,500.00	8,500						659	
3378				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154				
3379				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98									
3380				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000	2.000	hr / ea	6	124.82	499				153.90	308				
3381				Chemical Pump - Buy	2.00	ea	370,259	185,130 /ea							171,814.00	343,628						26,631	
3382				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025	4.000	hr / ea	18	189.64	1,517				153.90	616	50.00	100	8	
3383				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030	4.000	hr / ea	8	78.63	629						100.00	200	16	
3384				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040	2.000	hr / ea	4	88.55	354						25.00	50	4	
3385				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31	
3386				<b>Sodium Hypochlorite Feed -RO Permeate Metering Pumps No. 1 &amp; 2 PDM-7130/7140*</b>																			
3387				<b>Calibration Columns</b>	2.00	ea		/ea															
3388				<b>Off-Gas PRV</b>	2.00	ea		/ea															
3389				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154				
3390				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98									
3391				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000	2.000	hr / ea	6	124.82	499				153.90	308				
3392				<b>Chemical Pump - Buy - incl above</b>	2.00	ea		/ea															
3393				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025	4.000	hr / ea	18	189.64	1,517				153.90	616	50.00	100	8	
3394				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030	4.000	hr / ea	8	78.63	629						100.00	200	16	
3395				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040	2.000	hr / ea	4	88.55	354						25.00	50	4	
3396				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31	
3397				<b>Sodium Hypochlorite Feed -MFCIP Transfer Pumps PDM-7150/7160*</b>																			
3398				<b>Calibration Columns</b>	2.00	ea		/ea															
3399				<b>Off-Gas PRV</b>	2.00	ea		/ea															
3400				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154				
3401				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98									
3402				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000	2.000	hr / ea	6	124.82	499				153.90	308				
3403				<b>Chemical Pump - Buy - incl above</b>	2.00	ea		/ea															
3404				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025	4.000	hr / ea	18	189.64	1,517				153.90	616	50.00	100	8	
3405				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030	4.000	hr / ea	8	78.63	629						100.00	200	16	
3406				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040	2.000	hr / ea	4	88.55	354						25.00	50	4	
3407				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31	
3408				<b>Liquid Ammonium Sulfate Feed - MF/UF Feed PDM-7210/7220*</b>																			
3409				<b>Off-Gas PRV</b>	2.00	ea		/ea															
3410				<b>Calibration Columns</b>	2.00	ea		/ea															
3411				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154				
3412		</																					



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3433				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154			
3434				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3435				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3436				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3437				Install - Chemical Metering Pump	2.00	ea	2,999	1,500 /ea	15-8025		6.000 hr / ea	27	189.64	2,276				153.90	616	50.00	100	8
3438				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030		4.000 hr / ea	8	78.63	629						100.00	200	16
3439				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040		2.000 hr / ea	4	88.55	354						25.00	50	4
3440				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3441				<b>Sodium Bisulfite Feed - RO Feed PDM-7410/7420*</b>																		
3442				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3443				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3444				<b>Special Material</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3445				Heat trace and insulate pump skid	1.00	ea	3,771	3,771 /ea							3,500.00	3,500						271
3446				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154		
3447				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3448				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3449				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3450				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025		4.000 hr / ea	18	189.64	1,517				153.90	616	50.00	100	8
3451				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030		4.000 hr / ea	8	78.63	629						100.00	200	16
3452				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040		2.000 hr / ea	4	88.55	354						25.00	50	4
3453				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3454				<b>Sodium Bisulfite Feed - MF/UF RO Concentrate Metering Pump - PDM-7430/7440*</b>																		
3455				<b>Special Material</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3456				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3457				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3458				Heat trace and insulate pump skid	1.00	ea	3,771	3,771 /ea							3,500.00	3,500						271
3459				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154		
3460				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3461				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3462				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3463				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025		4.000 hr / ea	18	189.64	1,517				153.90	616	50.00	100	8
3464				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030		4.000 hr / ea	8	78.63	629						100.00	200	16
3465				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040		2.000 hr / ea	4	88.55	354						25.00	50	4
3466				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3467				<b>Antiscalant Feed - RO Feed - PDM-7510/7520*</b>																		
3468				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3469				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3470				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154		
3471				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3472				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3473				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3474				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025		4.000 hr / ea	18	189.64	1,517				153.90	616	50.00	100	8
3475				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030		4.000 hr / ea	8	78.63	629						100.00	200	16
3476				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040		2.000 hr / ea	4	88.55	354						25.00	50	4
3477				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3478				<b>Sodium Hydroxide - Product Water - PDM-7610/7620*</b>																		
3479				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3480				<b>Special Material</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3481				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3482				Heat trace and insulate pump skid	1.00	ea	3,771	3,771 /ea							3,500.00	3,500						271
3483				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154		
3484				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3485				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3486				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3487				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025		4.000 hr / ea	18	189.64	1,517				153.90	616	50.00	100	8
3488				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030		4.000 hr / ea	8	78.63	629						100.00	200	16
3489				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040		2.000 hr / ea	4	88.55	354						25.00	50	4
3490				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3491				<b>Sodium Bisulfite Feed -MF CIP-Transfer Pump No. 1 &amp; 2 PDM-7450/7460*</b>																		
3492				Heat trace and insulate pump skid	1.00	ea	3,771	3,771 /ea							3,500.00	3,500						271
3493				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3494				<b>Special Material</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3495				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3496				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154		
3497				Crane Operator	1.00	mh	98	98 /mh	15- 1260			1	97.53	98								
3498				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000		2.000 hr / ea	6	124.82	499				153.90	308			
3499				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3500				Install - Chemical Metering Pump	2.00	ea	2,240	1,120 /ea	15-8025		4.000 hr / ea	18	189.64	1,517				153.90	616	50.00	100	8

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3520				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154			
3521				Crane Operator	1.00	mh	98	98 /mh	15- 1260		1	97.53	98									
3522				Unload / Stage - Chemical Metering Pump	3.00	ea	1,211	404 /ea	15-8000	2.000 hr / ea	9	124.82	749					153.90	462			
3523				<b>Chemical Pump - Buy - incl above</b>	<b>3.00</b>	<b>ea</b>		<b>/ea</b>														
3524				Install - Chemical Metering Pump	3.00	ea	3,361	1,120 /ea	15-8025	4.000 hr / ea	27	189.64	2,276					153.90	923	50.00	150	12
3525				Grout Base - Chemical Metering Pump	3.00	ea	1,267	422 /ea	15-8030	4.000 hr / ea	12	78.63	944							100.00	300	23
3526				Startup/Testing - Chemical Metering Pump	3.00	ea	612	204 /ea	15-8040	2.000 hr / ea	6	88.55	531							25.00	75	6
3527				Buy Anchor Bolts - Medium	12.00	ea	647	54 /ea												50.00	600	47
3528				<b>Sulfuric Acid Feed - MF CIP Tfr Pumps PAD-7330/7340*</b>																		
3529				<b>Off-Gas PRV</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3530				<b>Calibration Columns</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3531				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154			
3532				Crane Operator	1.00	mh	98	98 /mh	15- 1260		1	97.53	98									
3533				Unload / Stage - Chemical Metering Pump	2.00	ea	807	404 /ea	15-8000	2.000 hr / ea	6	124.82	499					153.90	308			
3534				<b>Chemical Pump - Buy - incl above</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3535				Install - Chemical Metering Pump	2.00	ea	2,999	1,500 /ea	15-8025	6.000 hr / ea	27	189.64	2,276					153.90	616	50.00	100	8
3536				Grout Base - Chemical Metering Pump	2.00	ea	845	422 /ea	15-8030	4.000 hr / ea	8	78.63	629							100.00	200	16
3537				Startup/Testing - Chemical Metering Pump	2.00	ea	408	204 /ea	15-8040	2.000 hr / ea	4	88.55	354							25.00	50	4
3538				Buy Anchor Bolts - Medium	8.00	ea	431	54 /ea												50.00	400	31
3539				<b>Sulfuric Acid Feed - RO CIP PAD-7350</b>																		
3540				<b>Off-Gas PRV</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3541				<b>Calibration Columns</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3542				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154			
3543				Crane Operator	1.00	mh	98	98 /mh	15- 1260		1	97.53	98									
3544				Unload / Stage - Chemical Metering Pump	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250					153.90	154			
3545				<b>Chemical Pump - Buy - incl above</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3546				Install - Chemical Metering Pump	1.00	ea	1,500	1,500 /ea	15-8025	6.000 hr / ea	14	189.64	1,138					153.90	308	50.00	50	4
3547				Grout Base - Chemical Metering Pump	1.00	ea	422	422 /ea	15-8030	4.000 hr / ea	4	78.63	315							100.00	100	8
3548				Startup/Testing - Chemical Metering Pump	1.00	ea	204	204 /ea	15-8040	2.000 hr / ea	2	88.55	177							25.00	25	2
3549				Buy Anchor Bolts - Medium	4.00	ea	216	54 /ea												50.00	200	16
3550				<b>Chem Feed - Misc.</b>																		
3551				<b>Chemical Handling Safety Equipment-incl above</b>	<b>7.00</b>	<b>ea</b>		<b>/ea</b>														
3552				Skid Cleaning	15.00	ea	1,666	111 /ea	11-Equip Setting	1.000 mh / ea	15	84.14	1,262							25.00	375	29
3553				<b>Liquid Ammonium Sulfate Storage Tote TNK-7201-1</b>																		
3554				<b>Sight Level Gauge</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3555				<b>Ladder</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3556				<b>850 Gal; 4' dia x 10' h</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3557				<b>Flat top</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3558				<b>2"- 4" nozzles</b>	<b>8.00</b>	<b>ea</b>		<b>/ea</b>														
3559				<b>Handrail</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3560				Tote Weigh Scale - WIT/WE-7201 w containment - incl above	1.00	ea	354	354 /ea	11-Mill1	4.000 mh / ea	4	88.55	354									
3561				<b>30 Ton Hydraulic Crane</b>	<b>hr</b>			<b>/hr</b>	<b>02 - 30 Ton Crane</b>													
3562				<b>Crane Operator</b>	<b>mh</b>			<b>/mh</b>	<b>15- 1260</b>			97.53										
3563				Unload / Stage - FRP Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308			
3564				Liquid Ammonium Sulfate Storage Tote TNK-7201-1	1.00	ea	6,465	6,465 /ea						6,000.00	6,000							465
3565				Install - FRP Tote	1.00	ea	646	646 /ea	15-8022	1.000 hr / ea	3	276.39	276					153.90	154	200.00	200	16
3566				<b>Install Trim - FRP Tank</b>	<b>ea</b>			<b>/ea</b>	<b>15-8024</b>	<b>1.000 hr / ea</b>		<b>224.56</b>						<b>153.90</b>		<b>50.00</b>		
3567				Startup/Testing - FRP Tank	1.00	ea	196	196 /ea	15-8040	1.000 hr / ea	1	88.55	89							100.00	100	8
3568				Buy Anchor Bolts - Large	4.00	ea	431	108 /ea												100.00	400	31
3569				<b>Sodium Bisulfite Storage Tote TNK-7401</b>																		
3570				<b>2"- 4" nozzles</b>	<b>8.00</b>	<b>ea</b>		<b>/ea</b>														
3571				<b>1000 Gal; 5' dia x 9' h</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3572				<b>Flat top</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3573				TNK - 7402 - Tote	1.00	ea	539	539 /ea												500.00	500	39
3574				<b>Ladder</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3575				<b>Sight Level Gauge</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3576				<b>Handrail</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3577				Weigh Scale w containment-incl above	1.00	ea	354	354 /ea	11-Mill1	4.000 mh / ea	4	88.55	354									
3578				<b>Equipment Install - Medium</b>	<b>ea</b>			<b>/ea</b>	<b>11-Equip Setting</b>	<b>8.000 mh / ea</b>		<b>84.14</b>			200.00							
3579				Tote Blanket insulation	1.00	ea	2,862	2,862 /ea	11-Equip Setting	2.000 mh / ea	2	84.14	168	2,500.00	2,500							194
3580				Immersion Tote Heater-incl above	1.00	ea	673	673 /ea	11-Equip Setting	8.000 mh / ea	8	84.14	673									
3581				<b>30 Ton Hydraulic Crane</b>	<b>hr</b>			<b>/hr</b>	<b>02 - 30 Ton Crane</b>													
3582				<b>Crane Operator</b>	<b>mh</b>			<b>/mh</b>	<b>15- 1260</b>			97.53										
3583				Unload / Stage - FRP Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308			
3584				Sodium Bisulfite Storage Tote TNK-7401 - Buy	1.00	ea	6,465	6,465 /ea						6,000.00	6,000							465
3585				Install - FRP Tote	1.00	ea	646	646 /ea	15-8022	1.000 hr / ea	3	276.39	276					153.90	154	200.00	200	16
3586				<b>Install Trim - FRP Tank</b>	<b>ea</b>			<b>/ea</b>	<b>15-8024</b>	<b>1.000 hr / ea</b>		<b>224.56</b>						<b>153.90</b>		<b>50.00</b>		
3587				Startup/Testing - FRP Tank	1.00	ea	196	196 /ea	15-8040	1.000 hr / ea	1	88.55	89									



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3609				Unload / Stage - FRP Tote	1.00	ea	279	279 /ea	15-8000	1.000 hr / ea	2	124.82	125					153.90	154			
3610				Citric Acid Tote TNK-7701 ** - Buy	1.00	ea	6,465	6,465 /ea						6,000.00	6,000							465
3611				Install - FRP Tote	1.00	ea	646	646 /ea	15-8022	1.000 hr / ea	3	276.39	276					153.90	154	200.00	200	16
3612				<b>Install Trim - FRP Tank</b>	<b>ea</b>			<b>/ea</b>	<b>15-8024</b>	<b>1.000 hr / ea</b>		<b>224.56</b>						<b>153.90</b>		<b>50.00</b>		
3613				Startup/Testing - FRP Tank	1.00	ea	196	196 /ea	15-8040	1.000 hr / ea	1	88.55	89							100.00	100	8
3614				Buy Anchor Bolts - Large	4.00	ea	431	108 /ea												100.00	400	31
3615			09-13025	<b>RO System Installation</b>																		
3616				<b>RO Membrane Flush Tank TNK-2901*</b>																		
3617				<b>4,000 Gal, FRP Flat Top</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3618				Boom Truck	4.00	hr	616	154 /hr	02 - Boom Truck									153.90	616			
3619				Crane Operator	4.00	mh	390	98 /mh	15-1260													
3620				Unload / Stage - FRP Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308			
3621				<b>FRP Tank - Buy - Incl w ROSS</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3622				Install - FRP Tank	1.00	ea	3,042	3,042 /ea	15-8022	8.000 hr / ea	25	276.39	2,211					153.90	616	200.00	200	16
3623				Install Trim - FRP Tank	1.00	ea	2,466	2,466 /ea	15-8024	8.000 hr / ea	20	224.56	1,796					153.90	616	50.00	50	4
3624				Startup/Testing - FRP Tank	1.00	ea	462	462 /ea	15-8040	4.000 hr / ea	4	88.55	354							100.00	100	8
3625				Buy Anchor Bolts - Large	8.00	ea	862	108 /ea												100.00	800	62
3626				<b>RO CIP Tank TNK-2410/2420*</b>																		
3627				<b>Tank Emersion Heaters TE 2601A/B &amp; TE 2602A/B - Furn by ROSS</b>	<b>4.00</b>	<b>ea</b>		<b>/ea</b>														
3628				<b>1,500 Gal, FRP Flat Top</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3629				Boom Truck	8.00	hr	1,231	154 /hr	02 - Boom Truck									153.90	1,231			
3630				Crane Operator	8.00	mh	780	98 /mh	15-1260													
3631				Unload / Stage - FRP Tank	2.00	ea	1,614	807 /ea	15-8000	4.000 hr / ea	12	124.82	999					153.90	616			
3632				<b>FRP Tank - Buy - Furn by ROSS - H2O</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3633				Install - FRP Tank	2.00	ea	6,084	3,042 /ea	15-8022	8.000 hr / ea	51	276.39	4,422					153.90	1,231	200.00	400	31
3634				Install Trim - FRP Tank	2.00	ea	4,932	2,466 /ea	15-8024	8.000 hr / ea	40	224.56	3,593					153.90	1,231	50.00	100	8
3635				Startup/Testing - FRP Tank	2.00	ea	924	462 /ea	15-8040	4.000 hr / ea	8	88.55	708							100.00	200	16
3636				Buy Anchor Bolts - Large	16.00	ea	1,724	108 /ea												100.00	1,600	124
3637				<b>RO CIP Pump PVE-2510 (plus 2510 Spare)*</b>																		
3638				Boom Truck	4.00	hr	616	154 /hr	02 - Boom Truck									153.90	616			
3639				Crane Operator	4.00	mh	390	98 /mh	15-1260													
3640				<b>RO CIP Pumps - Furn BY ROSS - H2O</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3641				Unload / Stage - Medium Pump	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250					153.90	154			
3642				Install - Medium Pump	1.00	ea	2,100	2,100 /ea	15-8026	8.000 hr / ea	19	210.50	1,684					153.90	308	100.00	100	8
3643				Grout Base - Medium Pump	1.00	ea	315	315 /ea	15-8030	4.000 hr / ea	4	78.63	315									
3644				Startup/Testing - Medium Pump	1.00	ea	354	354 /ea	15-8040	4.000 hr / ea	4	88.55	354									
3645				Buy Anchor Bolts - Medium	4.00	ea	216	54 /ea												50.00	200	16
3646				<b>RO Booster Pumps PCL-2320-1/2/3/4*</b>																		
3647				<b>Boom Truck</b>		<b>hr</b>		<b>/hr</b>	<b>02 - Boom Truck</b>										<b>153.90</b>			
3648				<b>Crane Operator</b>		<b>mh</b>		<b>/mh</b>	<b>15-1260</b>													
3649				<b>RO Booster Pumps PCL-2320-1/2/3/4 ** - BUY - Furn by ROSS H2O</b>	<b>4.00</b>	<b>ea</b>		<b>/ea</b>														
3650				<b>Unload / Stage - Medium Pump</b>	<b>ea</b>			<b>/ea</b>	<b>15-8000</b>	<b>2.000 hr / ea</b>		<b>124.82</b>						<b>153.90</b>				
3651				<b>Install - Medium Pump</b>	<b>ea</b>			<b>/ea</b>	<b>15-8026</b>	<b>8.000 hr / ea</b>		<b>210.50</b>						<b>153.90</b>		<b>100.00</b>		
3652				<b>Grout Base - Medium Pump</b>	<b>ea</b>			<b>/ea</b>	<b>15-8030</b>	<b>4.000 hr / ea</b>		<b>78.63</b>										
3653				<b>Startup/Testing - Medium Pump</b>	<b>ea</b>			<b>/ea</b>	<b>15-8040</b>	<b>4.000 hr / ea</b>		<b>88.55</b>										
3654				<b>Buy Anchor Bolts - Medium</b>	<b>ea</b>			<b>/ea</b>												<b>50.00</b>		
3655				<b>RO High Pressure Feed Pumps PVE-2220-1/2/3/4*</b>																		
3656				100HP	4.00	ea	0	0 /ea						0.00	0							
3657				AFD-2210/2220/2230/2240 furn by EI&C	4.00	ea	0	0 /ea						0.00	0							
3658				<b>RO High Pressure Feed Pumps PVE-2210/2220/2230/2240/Future - buy - Incl w ROSS</b>	<b>4.00</b>	<b>ea</b>		<b>/ea</b>														
3659				Install - Large Pump	4.00	ea	7,946	1,987 /ea	15-8025	8.000 hr / ea	72	189.64	6,068					153.90	1,231	150.00	600	47
3660				Startup/Testing - Large Pump	4.00	ea	1,632	408 /ea	15-8040	4.000 hr / ea	16	88.55	1,417							50.00	200	16
3661				<b>RO Flush Pumps No. 1 &amp; 2 PCL-2910/2920*</b>																		
3662				<b>Horz Centrifugal - 20 HP</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3663				30 Ton Hydraulic Crane	8.00	hr	1,140	143 /hr	02 - 30 Ton Crane									142.50	1,140			
3664				Crane Operator	8.00	mh	780	98 /mh	15-1260													
3665				<b>RO Flush Pumps - Buy - Incl w ROSS</b>	<b>2.00</b>	<b>ea</b>		<b>/ea</b>														
3666				Unload / Stage - Large Pump	2.00	ea	807	404 /ea	15-8000	2.000 hr / ea	6	124.82	499					153.90	308			
3667				Install - Large Pump	2.00	ea	3,384	1,692 /ea	15-8027	4.000 hr / ea	28	305.62	2,445					153.90	616	150.00	300	23
3668				Grout Base - Large Pump	2.00	ea	1,248	624 /ea	15-8031	4.000 hr / ea	16	155.99	1,248									
3669				Startup/Testing - Large Pump	2.00	ea	816	408 /ea	15-8040	4.000 hr / ea	8	88.55	708							50.00	100	8
3670				Buy Anchor Bolts - Large	8.00	ea	862	108 /ea												100.00	800	62
3671				<b>RO Trains ROU-2300-1/2/3/4*</b>																		
3672				<b>RO-RO-1/2/3/4 (Incl w RO System)</b>	<b>4.00</b>	<b>ea</b>		<b>/ea</b>														
3673				Bond for MF/RO	1.00	LS	48,488	48,488 /LS												45,000.00	45,000	3,488
3674				<b>RO-PLC (Incl w RO System)</b>	<b>1.00</b>	<b>ea</b>		<b>/ea</b>														
3675				RO System - Buy (tax included)	4.00	ea	2,130,262	532,566 /ea														





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3786				Laborer - Install Valve Rack	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619									
3787				Cement Mason - Install Valve Rack	1.00	day	629	629 /day	R&M CM JM	8.000 mh / day	8	78.63	629									
3788				Operating Engineer (crane) - Install Valve Rack	0.50	day	380	759 /day	R&M OE CR	8.000 mh / day	4	94.91	380									
3789				Boom Truck - Install Valve Rack	4.00	hr	152	38 /hr										38.00	152			
3790				Millwright - Install Support Frames	2.00	day	1,417	708 /day	R&M MW JM	8.000 mh / day	16	88.55	1,417									
3791				Cement Mason - Install Support Frames	1.00	day	629	629 /day	R&M CM JM	8.000 mh / day	8	78.63	629									
3792				Operating Engineer (crane) - Install Support Frames	1.00	day	759	759 /day	R&M OE CR	8.000 mh / day	8	94.91	759									
3793				Boom Truck - Install Support Frames	8.00	hr	304	38 /hr										38.00	304			
3794				Millwright - Install Headers	4.00	day	2,834	708 /day	R&M MW JM	8.000 mh / day	32	88.55	2,834									
3795				Operating Engineer (crane) - Install Headers	1.00	day	759	759 /day	R&M OE CR	8.000 mh / day	8	94.91	759									
3796				Boom Truck - Install Headers	8.00	hr	304	38 /hr										38.00	304			
3797				Millwright - Install Caps/Bypass	2.00	day	1,417	708 /day	R&M MW JM	8.000 mh / day	16	88.55	1,417									
3798				Misc. Material Lump Sum \$1000 - Install	2.00	ls	2,155	1,078 /ls												1,000.00	2,000	155
3799				Millwright - Connect to Valve Rack	4.00	day	2,834	708 /day	R&M MW JM	8.000 mh / day	32	88.55	2,834									
3800				Millwright - Install Membranes	4.00	day	2,834	708 /day	R&M MW JM	8.000 mh / day	32	88.55	2,834									
3801			09-13190	FRP Chemical Tanks																		
3802				Sodium Hypochlorite Storage Tank TNK-7101*																		
3803				24" Manways	2.00	ea		/ea														
3804				2"- 8" nozzles	8.00	ea		/ea														
3805				Sight Level Gauge	1.00	ea		/ea														
3806				Dome top	1.00	ea		/ea														
3807				Handrail	1.00	ea		/ea														
3808				Chemical Truck Unloading Panel NOCL-TUP- 8000 Furn by BSE	1.00	ea	0	0 /ea						0.01	0							
3809				Ladder	1.00	ea		/ea														
3810				5700 Gal; 9' dia x 13' h	1.00	ea		/ea														
3811				Emergency Alarm Panel NOCL-EP -7106 Furn by BSE	1.00	ea	0	0 /ea	11-Equip Setting	mh / ea		84.14		0.01	0							
3812				30 Ton Hydraulic Crane	8.00	hr	1,140	143 /hr	02 - 30 Ton Crane									142.50	1,140			
3813				Crane Operator	8.00	mh	780	98 /mh	15- 1260		8	97.53	780									
3814				Unload / Stage - FRP Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308			
3815				FRP Tank TNK 7101 - Buy	1.00	ea	62,942	62,942 /ea						58,415.00	58,415							4,527
3816				Install - FRP Tank	1.00	ea	3,042	3,042 /ea	15-8022	8.000 hr / ea	25	276.39	2,211					153.90	616	200.00	200	16
3817				Install Trim - FRP Tank	1.00	ea	2,466	2,466 /ea	15-8024	8.000 hr / ea	20	224.56	1,796					153.90	616	50.00	50	4
3818				Startup/Testing - FRP Tank	1.00	ea	462	462 /ea	15-8040	4.000 hr / ea	4	88.55	354							100.00	100	8
3819				Buy Anchor Bolts - Large	8.00	ea	862	108 /ea												100.00	800	62
3820				Liquid Ammonium Bulk Storage Tank TNK-7401-1/2																		
3821				2"- 4" nozzles	ea			/ea														
3822				Flat top	ea			/ea														
3823				Sight Level Gauge	ea			/ea														
3824				Ladder	ea			/ea														
3825				850 Gal; 4' dia x 10' h	ea			/ea														
3826				Handrail	ea			/ea														
3827				Tote Weigh Scale - WIT/WE-72401	ea			/ea	11-Mill1	4.000 mh / ea		88.55										
3828				30 Ton Hydraulic Crane	hr			/hr	02 - 30 Ton Crane									142.50				
3829				Crane Operator	mh			/mh	15- 1260			97.53										
3830				Unload / Stage - FRP Tank	ea			/ea	15-8000	4.000 hr / ea		124.82						153.90				
3831				Liquid Ammonium Sulfate Storage Tote TNK-7201-1/2	ea			/ea														
3832				Install - FRP Tank	ea			/ea	15-8022	1.000 hr / ea		276.39						153.90		200.00	200	16
3833				Install Trim - FRP Tank	ea			/ea	15-8024	1.000 hr / ea		224.56						153.90		50.00	50	4
3834				Startup/Testing - FRP Tank	ea			/ea	15-8040	1.000 hr / ea		88.55								100.00	100	8
3835				Buy Anchor Bolts - Large	ea			/ea												100.00	800	62
3836			09-13192	Steel Chemical Storage Tanks																		
3837				Sulfuric Acid Storage Tank TNK-7301*																		
3838				Freight - both tanks	1.00	ea	2,586	2,586 /ea						2,400.00	2,400							186
3839				Novolac Epoxy Lining	1.00	lot		/lot														
3840				Chemical Truck Unloading Panel HSO4-TUP- 7301 - by BSE	1.00	ea	0	0 /ea						0.01	0							
3841				Sight level gauge	1.00	ea	3,771	3,771 /ea						3,500.00	3,500							271
3842				Ladders & Handrails	1.00	lot		/lot														
3843				Special Material	1.00	ea		/ea														
3844				Emergency Alarm Panel HSO4-EP-7305 - by BSE	1.00	ea	0	0 /ea						0.01	0							
3845				Equipment Install - Medium	ea			/ea	11-Equip Setting	8.000 mh / ea		84.14		200.00								
3846				Dessicant Dryer in vent line	1.00	ea	3,607	3,607 /ea	11-Equip Setting	8.000 mh / ea	8	84.14	673	2,500.00	2,500			30.00	240			194
3847				Unload / Stage -Steel Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308			
3848				Steel Tank TNK-7301 - Buy	1.00	ea	67,613	67,613 /ea						62,750.00	62,750							4,863
3849				Install - Steel Tank	1.00	ea	3,042	3,042 /ea	15-8022	8.000 hr / ea	25	276.39	2,211					153.90	616	200.00	200	16
3850				Buy Anchor Bolts - Large	8.00	ea	862	108 /ea												100.00	800	62
3851				Sodium Hydroxide Storage Tank TNK-7601*																		
3852				Sight Level Gauge	1.00	ea	3,771	3,771 /ea						3,500.00	3,500							271
3853				1" Polyethylene insulation jacket	1.00	ea	21,550	21,550 /ea						20,000.00	20,000							1,550
3854				3" flanged immersion heater	1.00	ea	3,367	3,367 /ea	11-Equip Setting	8.000 mh / ea	8	84.14	673	2,500.00	2,500							194
3855				Equipment Install - Medium	1.00	ea	889	889 /ea	11-Equip Setting	8.000 mh / ea	8	84.14	673									16
3856				Unload / Stage -Steel Tank	1.00	ea	807	807 /ea	15-8000	4.000 hr / ea	6	124.82	499					153.90	308	20		

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
3875				Startup/Testing - Misc	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00	50	4	
3876				Buy Anchor Bolts - Small	4.00	ea	108	27 /ea												25.00	100	8	
3877				<b>Product Water Analyzer Panel PNLA-5000</b>																			
3878				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck									153.90	154				
3879				Crane Operator	1.00	mh	98	98 /mh	15- 1260														
3880				Unload / Stage - Misc	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250					153.90	154				
3881				Product Water Analyzer Panel - Furnish panel, piping - instruments by BSE	1.00	ea	12,930	12,930 /ea						12,000.00	12,000							930	
3882				Install Product Water Analyzer Panel	1.00	ea	1,987	1,987 /ea	15-8025	8.000 hr / ea	18	189.64	1,517					153.90	308	150.00	150	12	
3883				Startup/Testing - Misc	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00	50	4	
3884				Buy Anchor Bolts - Small	4.00	ea	108	27 /ea												25.00	100	8	
3885				<b>RO Brine Analyzer Panel PNLA-3000</b>																			
3886				Boom Truck	1.00	hr	154	154 /hr	02 - Boom Truck										153.90	154			
3887				Crane Operator	1.00	mh	98	98 /mh	15- 1260														
3888				Unload / Stage - Misc	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250					153.90	154				
3889				RO Brine Analyzer Panel - Furnish panel, piping - instruments by BSE	1.00	ea	6,465	6,465 /ea						6,000.00	6,000							465	
3890				Install RO Brine Analyzer Panel	1.00	ea	1,987	1,987 /ea	15-8025	8.000 hr / ea	18	189.64	1,517					153.90	308	150.00	150	12	
3891				Startup/Testing - Misc	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00	50	4	
3892				Buy Anchor Bolts - Small	4.00	ea	108	27 /ea												25.00	100	8	
3893			09-15060	Misc. Accessories																			
3894				<b>RO Permeate Analyzer Panel **</b>																			
3895				Boom Truck		hr		/hr	02 - Boom Truck										153.90				
3896				Crane Operator		mh		/mh	15- 1260				97.53										
3897				Unload / Stage - Misc		ea		/ea	15-8000	2.000 hr / ea			124.82						153.90				
3898				<b>RO Permeate Analyzer Panel **</b>		ea		/ea															
3899				Concrete Base - Misc		ea		/ea	15-8012	8.000 hr / ea			223.83							350.00			
3900				Install MF Feedwater Analyzer Panel		ea		/ea	15-8025	8.000 hr / ea			189.64						153.90	150.00			
3901				Startup/Testing - Misc		ea		/ea	15-8040	4.000 hr / ea			88.55							50.00			
3902				Buy Anchor Bolts - Small		ea		/ea												25.00			
3903			09-15495	MF/UF Autostrainers																			
3904				<b>Autostrainers No. 1, 2 &amp; 3 STR-1110/1120/1130*</b>																			
3905				Hydraulic Crane 60 ton	12.00	hr	2,279	190 /hr	01-OP1		12	94.91	1,139					760.00	1,140				
3906				<b>Buy Autostrainers STR-1110/1120/1130 - Furn by MFSS</b>	3.00	ea		/ea															
3907				Laborer - Unload/Staging Labor	0.38	day	232	619 /day	R&M LB JM	8.000 mh / day	3	77.36	232										
3908				Teamster - Unload/Staging Labor	0.38	day	245	654 /day	R&M TM JM	8.000 mh / day	3	81.80	245										
3909				Boom Truck - Unload/Staging Labor	3.00	hr	114	38 /hr										38.00	114				
3910				Set Anchor Bolts - Medium	12.00	ea	458	38 /ea	15- 1200	3.704 ea / mh	3	81.63	264							15.00	180	14	
3911				Millwright - Install	3.00	day	2,125	708 /day	R&M MW JM	8.000 mh / day	24	88.55	2,125										
3912				Teamster - Install	0.38	day	245	654 /day	R&M TM JM	8.000 mh / day	3	81.80	245										
3913				Misc. Material Lump Sum \$50 - Install	3.00	ls	162	54 /ls												50.00	150	12	
3914				Truck Crane - Install	3.00	hr	300	100 /hr										100.00	300				
3915				Millwright - Test/Adjust/Start Up	0.75	day	531	708 /day	R&M MW JM	8.000 mh / day	6	88.55	531										
3916		15		<b>MFRO Inter Process Tank</b>																			
3917			09-13197	Glass Lined Bolted Steel Tanks																			
3918				<b>Interprocess Water Tank - 260,000 gal - 50.35' dia x 24.55 tall</b>																			
3919				Anchor Bolt - furn by Tank Supplier	40.00	ea		/ea															
3920				Cathodic Protection	1.00	ls		/ls															
3921				Inlet / outlet piping w supports	1.00	ls		/ls															
3922				Equipment Adjustments #1	2.00	ls		/ls															
3923				Access ladders	1.00	ls		/ls															
3924				Equipment Adjustments #1	2.00	ls		/ls															
3925				Disinfection per 13755	1.00	ls	3,500	3,500 /ls								3,500.00	3,500						
3926				Sub Bond	1.00	ls		/ls															
3927				Equipment Adjustments #1	1.00	ls		/ls															
3928				Above Ground Tank Install	1.00	ea	398,000	398,000 /ea	13-PF3	cd / ea			2,370.96				398,000.00	398,000					
3929				Above Ground Tank Anchors Installed	40.00	ea	6,530	163 /ea	03-CP 02_2	8.000 ea / cd	80	1,306.08	6,530										
3930				Tank Base = 50.35' Dia	1.00	ea	1,255	1,255 /ea	11-Lab2	1.000 cd / ea	16	1,237.76	1,238							16.00	16	1	
3931				Above Ground Tank Trim	1.00	ea	5,504	5,504 /ea	13-PF2	3.000 cd / ea	48	1,580.64	4,742				200.00	600	150.00	150	12		
3932		25		<b>MFRO Product Water Tank</b>																			
3933			09-13197	Glass Lined Bolted Steel Tanks																			
3934				<b>Product Water Tank - 1,000,000 gal - 103.51' dia x 19.26' tall</b>																			
3935				Anchor Bolt - furn by Tank Supplier	80.00	ea		/ea															
3936				Sub Bond	1.00	ls		/ls															
3937				Inlet / outlet piping w supports	1.00	ls		/ls															
3938				Equipment Adjustments #1	3.00	ls		/ls															
3939				Access ladders	1.00	ls		/ls															
3940				Equipment Adjustments #1	2.00	ls		/ls															
3941				Disinfection per 13755	1.00	ls	5,000	5,000 /ls								5,000.00	5,000						
3942				Cathodic Protection	1.00	ls		/ls															
3943				Above Ground Tank Install	1.00	ea	908,000	908,000 /ea	13-PF3	cd / ea			2,370.96				908,000.00	908,000					
3944				Above Ground Tank Anchors Installed	80.00	ea	13,061	163 /ea	03-CP 02_2	8.000 ea / cd	160	1,306.08	13,061										
3945				Tank Base =103.51' Dia	1.00	ea	3,731	3,731 /ea	11-Lab2	3.000 cd / ea	48	1,237.76	3,713							16.00	16	1	
3946				Above Ground Tank Trim	1.00	ea	9,065	9,065 /ea	13-PF2	5.000 cd / ea													



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

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												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
3964				Install Surge Tank	1.00	ea	2,914	2,914 /ea	15-8027	8.000 hr / ea	28	305.62	2,445					153.90	308	150.00	150	12
3965				Startup/Testing - Misc	1.00	ea	1,471	1,471 /ea	15-8040	16.000 hr / ea	16	88.55	1,417							50.00	50	4
3966		35		Product Water Pump Station																		
3967			09-11140	Vertical Diffusion Vane Pumps																		
3968				Product Water Pumps PVE-5110/5120/5130/Future 5140/Future																		
3969				AFD-5110/5120/5130 furn by EI&C	3.00	ea	0	0 /ea						0.00	0							
3970				Pump Cans - Buy - incl	5.00	ea																
3971				250HP	3.00	ea	0	0 /ea														
3972				Level / Align Pump Cans	5.00	ea	6,915	1,383 /ea	15-8054	4.000 ch / ea	50	224.56	4,491							450.00	2,250	174
3973				Various Vibration Switches (8 per pump)	3.00	ea							84.14									
3974				Set Pump Cans	5.00	ea	19,042	3,808 /ea	15-8054	16.000 ch / ea	200	224.56	17,964							200.00	1,000	78
3975				Temp Element (1 per Pump)	3.00	ea							84.14									
3976				Unload / Stage Pump Cans	5.00	ea	3,323	665 /ea	15-8054	2.000 ch / ea	25	224.56	2,246							200.00	1,000	78
3977				30 Ton Hydraulic Crane	24.00	hr	3,420	143 /hr	02 - 30 Ton Crane									142.50	3,420			
3978				60 Ton Hydraulic Crane	24.00	hr	4,378	182 /hr	02 - 60 Ton Crane									182.40	4,378			
3979				Crane Operator	48.00	mh	4,681	98 /mh	15- 1260		48	97.53	4,681									
3980				Product Water Pumps PVE-5110/5120/5130/Future 5140/Future - Buy INCL W 11145	3.00	ea	69,499	23,166 /ea						21,500.00	64,500							4,999
3981				Unload / Stage - Large Pump	3.00	ea	1,211	404 /ea	15-8000	2.000 ch / ea	9	124.82	749					153.90	462			
3982				Install - Large Pump	3.00	ea	8,743	2,914 /ea	15-8027	8.000 ch / ea	83	305.62	7,335					153.90	923	150.00	450	35
3983				Grout Base - Large Pump	3.00	ea	1,872	624 /ea	15-8031	4.000 ch / ea	24	155.99	1,872									
3984				Startup/Testing - Large Pump	3.00	ea	1,224	408 /ea	15-8040	4.000 ch / ea	12	88.55	1,063							50.00	150	12
3985				Buy Anchor Bolts - Large	20.00	ea	2,155	108 /ea												100.00	2,000	155
3986		45		Generator																		
3987			09-11910	MFRO Facility - Outdoor Standby Generator																		
3988				Engine Generator - 150 KW - GEN-9510 (GEN-1)																		
3989				Diesel Particulate Filter	1.00	ls																
3990				Outdoor enclosure - incl	1.00	ls																
3991				Anchor Bolts	12.00	ea	970	81 /ea												75.00	900	70
3992				Start-up - Incl	1.00	ea																
3993				ATS by BSE	1.00	ea	0	0 /ea									0.01	0				
3994				NiCad batteries	1.00	ea	3,071	3,071 /ea						2,850.00	2,850							221
3995				Seismic Calcs - Incl	1.00	ea																
3996				Fuel ( adjust based on quote - 24 hours)	500.00	gal	2,155	4 /gal						4.00	2,000							155
3997				150 KW	1.00	ea																
3998				Remote fuel panel	1.00	ea	3,717	3,717 /ea						3,450.00	3,450							267
3999				APC Permit - included with Engineering	1.00	ea	5,926	5,926 /ea						5,500.00	5,500					0.01	0	426
4000				Spare Parts - Incl	1.00	ea																
4001				Crane Operator	8.00	mh	780	98 /mh	15- 1260		8	97.53	780									
4002				Generator - Outdoor Application - Buy - incl w IBPS	1.00	ea																
4003				Unload / Stage - Generators	1.00	ea	404	404 /ea	15-8000	2.000 hr / ea	3	124.82	250					153.90	154			
4004				Install Generator	1.00	ea	2,914	2,914 /ea	15-8027	8.000 hr / ea	28	305.62	2,445					153.90	308	150.00	150	12
4005				Install Generator Trim	1.00	ea	2,914	2,914 /ea	15-8027	8.000 hr / ea	28	305.62	2,445					153.90	308	150.00	150	12
4006				Grout Base - Generator	1.00	ea	624	624 /ea	15-8031	4.000 hr / ea	8	155.99	624									
4007				Startup/Testing - Generator	1.00	ea	408	408 /ea	15-8040	4.000 hr / ea	4	88.55	354							50.00	50	4
4008		60		Intermediate Booster Pump Station (IBPS)																		
4009			09-11145	Custom Engineered Vert Diffusion Vane Pumps																		
4010				Mobilize Crane to Set Pumps																		
4011				Millwright #1	1.00	day	708	708 /day	R&M MW JM	8.000 mh / day	8	88.55	708									
4012				Laborer #1	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619									
4013				Laborer #2	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619									
4014				Operating Engineer (crane) #1	1.00	day	759	759 /day	R&M OE CR	8.000 mh / day	8	94.91	759									
4015				Crane 50 ton (or 40 ton) #1 Day	1.00	day	171	171 /day	R&M Crane 50									171.00	171			
4016				Freight	1.00	ls	539	539 /ls												500.00	500	39
4017				IBPS Booster Pumps - PVE-110/120/130/140																		
4018				Vertical Turbine Pump Flywheel Install	4.00	ea	12,111	3,028 /ea	15-8054	1.000 cd / ea	80	1,796.44	7,186					1,231.20	4,925			
4019				Special Material	1.00	ea																
4020				Temp Element (1 per Pump)	4.00	ea																
4021				250HP	4.00	ea	0	0 /ea						0.00	0							
4022				Pump Cans - Buy - incl	4.00	ea																
4023				AFD-110/120/130/140 furn by EI&C	4.00	ea	0	0 /ea						0.00	0							
4024				Various Vibration Switches (8 per pump)	4.00	ea																
4025				Level / Align Pump Cans	4.00	ea	4,455	1,114 /ea	15-8054	4.000 ch / ea	40	224.56	3,593							200.00	800	62
4026				Unload / Stage Pump Cans	4.00	ea	2,658	665 /ea	15-8054	2.000 ch / ea	20	224.56	1,796							200.00	800	62
4027				Set Pump Cans	4.00	ea	15,234	3,808 /ea	15-8054	16.000 ch / ea	160	224.56	14,372							200.00	800	62
4028				30 Ton Hydraulic Crane	24.00	hr	3,420	143 /hr	02 - 30 Ton Crane									142.50	3,420			
4029				60 Ton Hydraulic Crane	24.00	hr	4,378	182 /hr	02 - 60 Ton Crane									182.40	4,378			
4030				Crane Operator	48.00	mh	4,681	98 /mh	15- 1260		48	97.53	4,681									
4031				IBPS Booster Pumps - PVE-110/120/130/140	4.00	ea	1,315,015	328,754 /ea						305,108.00	1,220,432							94,583
4032				Unload / Stage - Large Pump	4.00	ea	1,614	404 /ea	15-8000	2.000 hr / ea	12	124.82	999					153.90	616			
4033				Install - Large Pump	4.00	ea	11,658	2,914 /ea														

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
4052				Concrete Base - Generator	1.00	ea	2,168	2,168 /ea	15-8012	8.000 hr / ea	23	223.83	1,791							350.00	350	27
4053				Install Generator	1.00	ea	2,914	2,914 /ea	15-8027	8.000 hr / ea	28	305.62	2,445						153.90	150.00	150	12
4054				Misc. Generator Trim	1.00	ea	24,890	24,890 /ea	15-8027	24.000 hr / ea	83	305.62	7,335	5,000.00	5,000					10,150.00	10,150	1,174
4055				Grout Base - Generator	1.00	ea	1,971	1,971 /ea	15-8031	4.000 hr / ea	8	155.99	624							1,250.00	1,250	97
4056				Startup/Testing - Generator - include Fuel @ 400 gal	1.00	ea	4,718	4,718 /ea	15-8040	4.000 hr / ea	4	88.55	354	10.00	4,000					50.00	50	314
4057	10.			<b>Architectural</b>																		
4058		10		MFRO Process Building (Inc Electrical & Chemical)																		
4059				<b>Equipment Platform Framing</b>																		
4060			10 - 06120	<b>Equipment Platform Level</b>																		
4061				Anchor Bolt Generic	106.00	ea	3,876	37 /ea	06-Carp1	0.250 mh / ea	27	81.63	2,163	15.00	1,590							123
4062				Ledger 2inx12	450.00	lf	2,658	6 /lf	06-Carpentry Rough	32.143 lf / mh	14	81.12	1,136	1.00	963					1.00	450	110
4063				Roof/Floor Decking T&G 2inx10	214.00	sf	6,007	28 /sf	06-Carpentry Rough	3.821 sf / mh	56	81.12	4,543	5.00	1,145					1.00	214	105
4064			10 - 08110	<b>Steel Doors &amp; Frames</b>																		
4065				<b>HM Double Door 2A (6'-4" x 9'-0") 2hr Fire Rated</b>																		
4066				Caulking Interior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4067				Caulking Exterior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4068				Install HM Double Frames	1.00	ea	1,239	1,239 /ea	06-Crp2 Lab1	1.250 ch / ea	4	240.62	301	450.00	450	450.00	450			3.10	3	35
4069				HM Door Leafs 2A (6'-4" x 9'-0") 2hr Fire Rated	2.00	ea	3,643	1,821 /ea	06-Crp2 Lab1	1.000 ch / ea	6	240.62	481	1,000.00	2,000	500.00	1,000			3.10	6	155
4070				Finish Hardware	2.00	ea	2,500	1,250 /ea	ea / -							1,250.00	2,500					
4071				Panic Devices	2.00	ea	1,721	861 /ea	06-Crp2 Lab1	0.250 ea / mh	8	80.21	642	500.00	1,000					1.03	2	78
4072				Thresholds	2.00	ea	378	189 /ea	06-Crp2 Lab1	1.000 ea / mh	2	80.21	160	100.00	200					1.03	2	16
4073				<b>HM Double Door 2D (6'-4" x 7'-2") 2hr Fire Rated</b>																		
4074				Caulking Interior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4075				Caulking Exterior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4076				Install HM Double Frames	1.00	ea	1,239	1,239 /ea	06-Crp2 Lab1	1.250 ch / ea	4	240.62	301	450.00	450	450.00	450			3.10	3	35
4077				HM Door Leafs 2D (6'-4" x 7'-2") 2hr Fire Rated	2.00	ea	3,643	1,821 /ea	06-Crp2 Lab1	1.000 ch / ea	6	240.62	481	1,000.00	2,000	500.00	1,000			3.10	6	155
4078				Finish Hardware	2.00	ea	2,500	1,250 /ea	ea / -							1,250.00	2,500					
4079				Panic Devices	2.00	ea	1,721	861 /ea	06-Crp2 Lab1	0.250 ea / mh	8	80.21	642	500.00	1,000					1.03	2	78
4080				Thresholds	2.00	ea	378	189 /ea	06-Crp2 Lab1	1.000 ea / mh	2	80.21	160	100.00	200			750.00	1,500	1.03	2	16
4081				Door Lite Glazing	2.00	ea	1,500	750 /ea														
4082				<b>HM Double Door 5E (6'-4" x 7'-2")</b>																		
4083				Caulking Interior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4084				Caulking Exterior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4085				Install HM Double Frames	1.00	ea	1,239	1,239 /ea	06-Crp2 Lab1	1.250 ch / ea	4	240.62	301	450.00	450	450.00	450			3.10	3	35
4086				HM Door Leafs 5E (6'-4" x 7'-2")	2.00	ea	3,104	1,552 /ea	06-Crp2 Lab1	1.000 ch / ea	6	240.62	481	750.00	1,500	500.00	1,000			3.10	6	117
4087				Finish Hardware	2.00	ea	2,500	1,250 /ea	ea / -							1,250.00	2,500					
4088				Panic Devices	2.00	ea	1,721	861 /ea	06-Crp2 Lab1	0.250 ea / mh	8	80.21	642	500.00	1,000					1.03	2	78
4089				Thresholds	2.00	ea	378	189 /ea	06-Crp2 Lab1	1.000 ea / mh	2	80.21	160	100.00	200					1.03	2	16
4090				Door Lite Glazing	2.00	ea	1,500	750 /ea														
4091				<b>HM Double Door 6A (6'-4" x 7'-2")</b>																		
4092				Caulking Interior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4093				Caulking Exterior Doors	40.00	lf	258	6 /lf	06-Laborer	20.000 lf / hr	2	77.36	155	2.00	86					0.25	10	7
4094				Install HM Double Frames	1.00	ea	1,239	1,239 /ea	06-Crp2 Lab1	1.250 ch / ea	4	240.62	301	450.00	450	450.00	450			3.10	3	35
4095				HM Door Leafs 6A (6'-4" x 7'-2")	2.00	ea	3,104	1,552 /ea	06-Crp2 Lab1	1.000 ch / ea	6	240.62	481	750.00	1,500	500.00	1,000			3.10	6	117
4096				Finish Hardware	2.00	ea	2,500	1,250 /ea	ea / -							1,250.00	2,500					
4097				Thresholds	2.00	ea	378	189 /ea	06-Crp2 Lab1	1.000 ea / mh	2	80.21	160	100.00	200					1.03	2	16
4098				<b>HM Single Door 2B (3'-0" x 7'-2") 2hr Fire Rated</b>																		
4099				Caulking Interior Doors	20.00	lf	129	6 /lf	06-Laborer	20.000 lf / hr	1	77.36	77	2.00	43					0.25	5	4
4100				Caulking Exterior Doors	20.00	lf	129	6 /lf	06-Laborer	20.000 lf / hr	1	77.36	77	2.00	43					0.25	5	4
4101				Install HM Single Frames	1.00	ea	867	867 /ea	06-Crp2 Lab1	1.000 ch / ea	3	240.62	241	300.00	300	300.00	300			3.10	3	23
4102				HM Door Leafs 2B (3'-0" x 7'-2") 2hr Fire Rated	1.00	ea	1,821	1,821 /ea	06-Crp2 Lab1	1.000 ch / ea	3	240.62	241	1,000.00	1,000	500.00	500			3.10	3	78
4103				Finish Hardware	1.00	ea	1,250	1,250 /ea	ea / -							1,250.00	1,250					
4104				Panic Devices	1.00	ea	861	861 /ea	06-Crp2 Lab1	0.250 ea / mh	4	80.21	321	500.00	500					1.03	1	39
4105				Thresholds	1.00	ea	189	189 /ea	06-Crp2 Lab1	1.000 ea / mh	1	80.21	80	100.00	100					1.03	1	8
4106				<b>HM Single Door 2C (3'-0" x 7'-2") 2hr Fire Rated</b>																		
4107				Caulking Interior Doors	20.00	lf	129	6 /lf	06-Laborer	20.000 lf / hr	1	77.36	77	2.00	43					0.25	5	4
4108				Caulking Exterior Doors	20.00	lf	129	6 /lf	06-Laborer	20.000 lf / hr	1	77.36	77	2.00	43					0.25	5	4
4109				Install HM Single Frames	1.00	ea	867	867 /ea	06-Crp2 Lab1	1.000 ch / ea	3	240.62	241	300.00	300	300.00	300			3.10	3	23
4110				HM Door Leafs 2C (3'-0" x 7'-2") 2hr Fire Rated	1.00	ea	1,821	1,821 /ea	06-Crp2 Lab1	1.000 ch / ea	3	240.62	241	1,000.00	1,000	500.00	500			3.10	3	78
4111				Finish Hardware	1.00	ea	1,250	1,250 /ea	ea / -							1,250.00	1,250					
4112				Panic Devices	1.00	ea	861	861 /ea	06-Crp2 Lab1	0.250 ea / mh	4	80.21	321	500.00	500					1.03	1	39
4113				Thresholds	1.00	ea	189	189 /ea	06-Crp2 Lab1	1.000 ea / mh	1	80.21	80	100.00	100					1		













City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
4497				Provide & Install Main PLC Cabinets	1.00	ls	496,024	496,024 /ls								496,024.00	496,024					
4498			11 - 330	I/O Programming Points																		
4499				Big Sky Area 10 MFRO Process Bldg																		
4500				I/O Programming	1.00	ls	478,708	478,708 /ls								478,708.00	478,708					
4501		15		MFRO Inter Process Tank																		
4502			11 - 120	Provide and Install Power/Lighting Panelboards/ xfms																		
4503				Big Sky Area 15 Inter Process Tank																		
4504				Switchgear, Transformers, MCC	1.00	ls		/ls														
4505				Disconnects, J-Boxes & Electrical Devises	1.00	ls		/ls														
4506				Grounding	1.00	ls		/ls														
4507				Site Lighting System	1.00	ls		/ls														
4508				I/O Programming	1.00	ls		/ls														
4509				Exposed Conduit	1.00	ls		/ls														
4510				CCTV	1.00	ls		/ls														
4511				Precast Pads & Manholes	1.00	ls		/ls														
4512				Panelboards & Xfms	1.00	ls		/ls														
4513				Under or Inslab PVC Conduit	1.00	ls		/ls														
4514				Provide & Install Analyzers	1.00	ls		/ls														
4515				Startup & Testing	1.00	ls		/ls														
4516				Provide & Install Wire	1.00	ls		/ls														
4517				Fire Alarm	1.00	ls		/ls														
4518				Exposed PVC Coated Conduit	1.00	ls		/ls														
4519				Fiber Optic Install & Test	1.00	ls		/ls														
4520				Solar Panel	1.00	ls		/ls														
4521				Generator	1.00	ls		/ls														
4522				Ductbank Conduit	1.00	ls		/ls														
4523				Ductbank Wire	1.00	ls		/ls														
4524				Access Control	1.00	ls		/ls														
4525				Building Lighting	1.00	ls		/ls														
4526				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4527			11 - 305	Provide & Install Analog Instruments																		
4528				Big Sky Area 15 Inter Process Tank																		
4529				Provide & Install Analog Instruments	1.00	ls	9,358	9,358 /ls								9,358.00	9,358					
4530			11 - 310	Provide & Install Digital Instruments																		
4531				Big Sky Area 15 Inter Process Tank																		
4532				Provide & Install Digital Instruments	1.00	ls	10,412	10,412 /ls								10,412.00	10,412					
4533		25		MFRO Product Water Tank																		
4534			11 - 120	Provide and Install Power/Lighting Panelboards/ xfms																		
4535				Big Sky Area 25 Product Water Tank																		
4536				Generator	1.00	ls		/ls														
4537				Access Control	1.00	ls		/ls														
4538				I/O Programming	1.00	ls		/ls														
4539				Exposed PVC Coated Conduit	1.00	ls		/ls														
4540				Under or Inslab PVC Conduit	1.00	ls		/ls														
4541				Grounding	1.00	ls		/ls														
4542				Fire Alarm	1.00	ls		/ls														
4543				Exposed Conduit	1.00	ls		/ls														
4544				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4545				Precast Pads & Manholes	1.00	ls		/ls														
4546				Building Lighting	1.00	ls		/ls														
4547				Startup & Testing	1.00	ls		/ls														
4548				CCTV	1.00	ls		/ls														
4549				Ductbank Wire	1.00	ls		/ls														
4550				Switchgear, Transformers, MCC	1.00	ls		/ls														
4551				Provide & Install Wire	1.00	ls		/ls														
4552				Solar Panel	1.00	ls		/ls														
4553				Ductbank Conduit	1.00	ls		/ls														
4554				Site Lighting System	1.00	ls		/ls														
4555				Disconnects, J-Boxes & Electrical Devises	1.00	ls		/ls														
4556				Panelboards & Xfms	1.00	ls		/ls														
4557				Fiber Optic Install & Test	1.00	ls		/ls														
4558			11 - 305	Provide & Install Analog Instruments																		
4559				Big Sky Area 25 Product Water Tank																		
4560				Provide & Install Analog Instruments	1.00	ls	11,472	11,472 /ls								11,472.00	11,472					
4561			11 - 310	Provide & Install Digital Instruments																		
4562				Big Sky Area 25 Product Water Tank																		
4563				Provide & Install Digital Instruments	1.00	ls	13,707	13,707 /ls								13,707.00	13,707					
4564			11 - 315	Provide & Install Analyzers																		
4565				Big Sky Area 25 Product Water Tank																		
4566				Provide & Install Analyzers	1.00	ls	84,363	84,363 /ls								84,363.00	84,363					
4567		30		Surge Tank																		
4568			11 - 120	Provide and Install Power/Lighting Panelboards/ xfms																		
4569				Big Sky Area 30 Surge Tank																		
4570				Panelboards & Xfms	1.00	ls		/ls														
4571				Provide & Install Wire	1.00	ls		/ls														
4572				Fiber Optic Install & Test	1.00	ls		/ls														
4573				Ductbank Conduit	1.00	ls		/ls														
4574				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4575				Startup & Testing	1.00	ls		/ls														
4576				Access Control	1.00	ls		/ls														
4577				Exposed PVC Coated Conduit	1.00	ls		/ls														
4578				Precast Pads & Manholes	1.00	ls		/ls														
4579				I/O Programming	1.00	ls																



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GMP2  
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1/4/2021  
4:01 PM

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4586				Grounding	1.00	ls		/ls														
4587				Solar Panel	1.00	ls		/ls														
4588				Under or Inslab PVC Conduit	1.00	ls		/ls														
4589				Disconnects, J-Boxes & Electrical Devises	1.00	ls		/ls														
4590				Site Lighting System	1.00	ls		/ls														
4591				Fire Alarm	1.00	ls		/ls														
4592				Exposed Conduit	1.00	ls		/ls														
4593				Provide & Install Analog Instruments	1.00	ls		/ls														
4594			11 - 320	Provide & Install Local control cabinets																		
4595				Big Sky Area 30 Surge Tank																		
4596				Provide & Install Local Panels	1.00	ls	2,597	2,597 /ls								2,597.00	2,597					
4597		35		Product Water Pump Station																		
4598			11 - 120	Provide and Install Power/Lighting Panelboards/ xfmrs																		
4599				Big Sky Area 35 Product Water PS																		
4600				Ductbank Wire	1.00	ls		/ls														
4601				Solar Panel	1.00	ls		/ls														
4602				Precast Pads & Manholes	1.00	ls		/ls														
4603				Switchgear, Transformers, MCC	1.00	ls		/ls														
4604				I/O Programming	1.00	ls		/ls														
4605				Under or Inslab PVC Conduit	1.00	ls		/ls														
4606				Site Lighting System	1.00	ls		/ls														
4607				CCTV	1.00	ls		/ls														
4608				Generator	1.00	ls		/ls														
4609				Building Lighting	1.00	ls		/ls														
4610				Provide & Install Local Panels	1.00	ls		/ls														
4611				Fire Alarm	1.00	ls		/ls														
4612				Ductbank Conduit	1.00	ls		/ls														
4613				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4614				Exposed Conduit	1.00	ls		/ls														
4615				Startup & Testing	1.00	ls		/ls														
4616				Panelboards & Xfmrs	1.00	ls		/ls														
4617				Provide & Install Analyzers	1.00	ls		/ls														
4618				Grounding	1.00	ls		/ls														
4619				Access Control	1.00	ls		/ls														
4620				Provide & Install Wire	1.00	ls		/ls														
4621				Fiber Optic Install & Test	1.00	ls		/ls														
4622			11 - 210	Exposed RGS-PVC Coated Conduit, hangers, fittings, etc																		
4623				Big Sky Area 35 Product Water PS																		
4624				Exposed PVC Coated Conduit	1.00	ls	7,775	7,775 /ls								7,775.00	7,775					
4625			11 - 235	Disconnect Switches & J-Boxes																		
4626				Big Sky Area 35 Product Water PS																		
4627				Disconnects, J-Boxes & Electrical Devises	1.00	ls	2,538	2,538 /ls								2,538.00	2,538					
4628			11 - 305	Provide & Install Analog Instruments																		
4629				Big Sky Area 35 Product Water PS																		
4630				Provide & Install Analog Instruments	1.00	ls	20,329	20,329 /ls								20,329.00	20,329					
4631			11 - 310	Provide & Install Digital Instruments																		
4632				Big Sky Area 35 Product Water PS																		
4633				Provide & Install Digital Instruments	1.00	ls	17,540	17,540 /ls								17,540.00	17,540					
4634		45		Generator																		
4635			11 - 120	Provide and Install Power/Lighting Panelboards/ xfmrs																		
4636				Big Sky Area 45 Generator																		
4637				Grounding	1.00	ls		/ls														
4638				Ductbank Conduit	1.00	ls		/ls														
4639				Exposed Conduit	1.00	ls		/ls														
4640				Startup & Testing	1.00	ls		/ls														
4641				Precast Pads & Manholes	1.00	ls		/ls														
4642				Under or Inslab PVC Conduit	1.00	ls		/ls														
4643				Building Lighting	1.00	ls		/ls														
4644				Provide & Install Local Panels	1.00	ls		/ls														
4645				Provide & Install Digital Instruments	1.00	ls		/ls														
4646				Switchgear, Transformers, MCC	1.00	ls		/ls														
4647				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4648				Provide & Install Analog Instruments	1.00	ls		/ls														
4649				Access Control	1.00	ls		/ls														
4650				Fiber Optic Install & Test	1.00	ls		/ls														
4651				Site Lighting System	1.00	ls		/ls														
4652				Provide & Install Wire	1.00	ls		/ls														
4653				Panelboards & Xfmrs	1.00	ls		/ls														
4654				I/O Programming	1.00	ls		/ls														
4655				Solar Panel	1.00	ls		/ls														
4656				Disconnects, J-Boxes & Electrical Devises	1.00	ls		/ls														
4657				CCTV	1.00	ls		/ls														
4658				Exposed PVC Coated Conduit	1.00	ls		/ls														
4659				Ductbank Wire	1.00	ls		/ls														
4660				Fire Alarm	1.00	ls		/ls														
4661			11 - 130	Provide and Install Emergency Generator																		
4662				Big Sky Area 45 Generator																		
4663				Generator	1.00	ls	3,264	3,264 /ls								3,264.00	3,264					
4664		55		Off-Site Fiber Optic																		
4665			11 - 030	Fiber Optic Installation/Testing																		
4666				Big Sky Area 55 Off-Site Fiber Optic																		
4667				Fiber Optic Install & Test	1.00	ls	546,611	546,611 /ls								546,611.00	546,611					
4668			11 - 120	Provide and Install Power/Lighting Panelboards/ xfmrs																		
4669				Big Sky Area 55 Off-Site Fiber Optic																		
4670				Site Lighting System	1.00	ls		/ls														
4671				Generator	1.00	ls		/ls														
4672				Provide & Install Local Panels	1.00	ls		/ls														
4673				Access Control	1.00	ls		/ls														
4674				Disconnects, J-Boxes & Electrical Devises	1.00	ls		/ls														

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
4675				Provide & Install Wire	1.00	ls		/ls														
4676				Ductbank Conduit	1.00	ls		/ls														
4677				Exposed PVC Coated Conduit	1.00	ls		/ls														
4678				Panelboards & Xfmrs	1.00	ls		/ls														
4679				Provide & Install Main PLC Cabinets	1.00	ls		/ls														
4680				Provide & Install Analog Instruments	1.00	ls		/ls														
4681				Under or Inslab PVC Conduit	1.00	ls		/ls														
4682				Building Lighting	1.00	ls		/ls														
4683				Ductbank Wire	1.00	ls		/ls														
4684				I/O Programming	1.00	ls		/ls														
4685				Switchgear, Transformers, MCC	1.00	ls		/ls														
4686				Grounding	1.00	ls		/ls														
4687				Solar Panel	1.00	ls		/ls														
4688				Precast Pads & Manholes	1.00	ls		/ls														
4689				CCTV	1.00	ls		/ls														
4690				Fire Alarm	1.00	ls		/ls														
4691				Startup & Testing	1.00	ls		/ls														
4692				Provide & Install Digital Instruments	1.00	ls		/ls														
4693			11 - 205	Exposed Rigid Steel Conduit, hangers, fittings, etc																		
4694				Big Sky Area 55 Off-Site Fiber Optic																		
4695				Exposed Conduit	1.00	ls	7,003	7,003 /ls								7,003.00	7,003					
4696	60			Intermediate Booster Pump Station (IBPS)																		
4697			11 - 30005	Ductbank Conduit																		
4698				Ductbank Conduit	1.00	ls	58,440	58,440 /ls								58,440.00	58,440					
4700			11-10010	Electrical Demo																		
4701				Electrical Demo At Light Poles																		
4702				Laborer #1	0.50	day	309	619 /day	R&M LB JM		8.000 mh / day	4	77.36	309							2,500.00	2,500 194
4703				Electrical Subcontractor	1.00	ls	2,694	2,694 /ls														
4704				Electrical Demo from Light Poles to Handhole																		
4705				Laborer #1	0.50	day	309	619 /day	R&M LB JM		8.000 mh / day	4	77.36	309								
4706				Electrical Subcontractor	1.00	ls	2,694	2,694 /ls														2,500.00 2,500 194
4707			11-20000	Site Ductbank / Conduit U/G																		
4708				Trenching D/L/B Ductbank 1' W x 3' D																		
4709				General Paving	tn			/tn														70.00
4710				Sub Haul & Dump Fee's (SEO)	1.00	ld	323	323 /ld	02a-1015												300.00	300 23
4711				Trenching D/L/B Ductbank 1' W x 3' D	400.00	lf	13,840	35 /lf	15-0520		45.000 lf / day	142	1,237.76	11,002				319.20	2,837			
4712				Trench Spoil Haul Off Support (LE)	1.00	ld	30	30 /ld	40-3550		0.170 hr / ld	0	94.91	16				79.80	14			
4713				Concrete Encasement	12.00	cy	2,909	242 /cy							150.00	1,800					75.00	900 209
4714				Excavation Rollup	35.56	cy		/cy														
4715				Backfill Rollup	23.70	cy		/cy														
4716				Pot Hole - Standard	2.00	ea	849	424 /ea	15-1340_1		2.000 hr / ea	8	172.27	689				39.90	160			
4717				Warning Tape	400.00	lf	30	0 /lf													0.07	28 2
4718				Trenching D/L/B Ductbank - 1.5'W x 3'D																		
4719				General Paving	180.00	sf	7,004	39 /sf														36.11 6,500 504
4720				AC Pavement Sawcutting	400.00	lf	1,078	3 /lf													2.50 1,000 78	
4721				Sawcutter Mob	1.00	ea	108	108 /ea													100.00 100 8	
4722				Slurry Disposal	1.00	ea	70	70 /ea													65.00 65 5	
4723				Sawcut Labor	1.00	day	619	619 /day	15-1100		8.000 hr / day	8	77.36	619								
4724				Sub Haul & Dump Fee's (SEO)	1.00	ld	323	323 /ld	02a-1015												300.00 300 23	
4725				Dump Fee's AC Pavement	1.00	ld	162	162 /ld													150.00 150 12	
4726				Trenching D/L/B Ductbank - 1.5'W x 3'D	250.00	lf	9,731	39 /lf	15-0520		40.000 lf / day	100	1,237.76	7,736				319.20	1,995			
4727				Trench Spoil Haul Off Support (LE)	1.00	ld	30	30 /ld	40-3550		0.170 hr / ld	0	94.91	16				79.80	14			
4728				AC/Conc Haul Off & Dump Fee's (OS)	1.00	ld	312	312 /ld													290.00 290 22	
4729				Concrete Encasement	6.00	cy	1,455	242 /cy							150.00	900					75.00 900 209	
4730				Excavation Rollup	22.22	cy		/cy														
4731				Backfill Rollup	14.82	cy		/cy														
4732				Pot Hole - Standard	2.00	ea	849	424 /ea	15-1340_1		2.000 hr / ea	8	172.27	689				39.90	160			
4733				Warning Tape	250.00	lf	19	0 /lf													0.07	18 1
4734				Trenching D/L/B Ductbank - 2'W x 4' D																		
4735				General Paving	180.00	tn	7,004	39 /tn														36.11 6,500 504
4736				AC Pavement Sawcutting	400.00	lf	1,078	3 /lf													2.50 1,000 78	
4737				Sawcutter Mob	1.00	ea	108	108 /ea													100.00 100 8	
4738				Slurry Disposal	1.00	ea	70	70 /ea													65.00 65 5	
4739				Sawcut Labor	1.00	day	619	619 /day	15-1100		8.000 hr / day	8	77.36	619								
4740				Sub Haul & Dump Fee's (SEO)	1.00	ld	323	323 /ld	02a-1015												300.00 300 23	
4741				Dump Fee's AC Pavement	1.00	ld	162	162 /ld													150.00 150 12	
4742				Trenching D/L/B Ductbank - 2'W x 4' D	450.00	lf	17,516	39 /lf	15-0520		40.000 lf / day	180	1,237.76	13,925				319.20	3,591			
4743				Trench Spoil Haul Off Support (LE)	1.00	ld	30	30 /ld	40-3550		0.170 hr / ld	0	94.91	16				79.80	14			
4744				AC/Conc Haul Off & Dump Fee's (OS)	1.00	ld	312	312 /ld													290.00 290 22	
4745				Concrete Encasement	12.00	cy	2,909	242 /cy							150.00	1,800					75.00 900 209	
4746				Excavation Rollup	22.22	cy		/cy														
4747				Backfill Rollup	14.82	cy		/cy														
4748				Pot Hole - Standard	2.00	ea	849	424 /ea	15-1340_1		2.000 hr / ea	8	172.27	689				39.90	160			
4749				Warning Tape	450.00	lf	34	0 /lf													0.07	32 2
4750			11-30025	Site Lighting System																		
4751				Electrical Sub LS - BSE																		
4752				025 - Site Lighting System	1.00	ls		/ls														
4753			11-30030	030-Fiber Optic Install & test																		
4754				Electrical Sub LS - BSE																		
4755				030-Fiber Optic Install & test	1.00	ls		/ls														
4756			11-30115	105,110,115 SWGR, XFMRs, MCC's																		
4757				Electrical Sub LS - BSE																		
4758				105,110,115 SWGR, XFMRs, MCC's	1.00	ls	120,106	120,106 /ls									120,106.00	120,106				
4759			11-30120	120 - Panelboards & Dry Xfmrs																		
4760				Electrical Sub LS - BSE																		
4761				120 - Panelboards & Dry Xfmrs	1.00	ls	48,211	48,211 /ls									48,211.00	48,211				
4762			11-30125	125 - Provide & Install Stand Alone VFD's																		
4763				Electrical Sub LS - BSE																		

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
4764				125 - Provide & Install Stand Alone VFD's	1.00	ls	294,754	294,754 /ls								294,754.00	294,754					
4765			11-30130	130 - Provide & Install Generator																		
4766				Electrical Sub LS - BSE																		
4767				130 - Provide & Install Generator	1.00	ls		/ls														
4768			11-30135	135 - Start Up & Testing																		
4769				Electrical Sub LS - BSE																		
4770				135 - Start Up & Testing	1.00	ls		/ls														
4771			11-30205	205 - Exposed Conduit																		
4772				Electrical Sub LS - BSE																		
4773				205 - Exposed Conduit	1.00	ls	50,378	50,378 /ls								50,378.00	50,378					
4774			11-30210	210 - Exposed PVC Coated Conduit																		
4775				Electrical Sub LS - BSE																		
4776				210 - Exposed PVC Coated Conduit	1.00	ls		/ls														
4777			11-30215	215 - Under or Inslab PVC Conduit																		
4778				Electrical Sub LS - BSE																		
4779				215 - Under or Inslab PVC Conduit	1.00	ls	53,469	53,469 /ls								53,469.00	53,469					
4780			11-30225	225 & 230 - Provide & Install Wire																		
4781				Electrical Sub LS - BSE																		
4782				215 - Under or Inslab PVC Conduit	1.00	ls	76,827	76,827 /ls								76,827.00	76,827					
4783			11-30245	235, 240, & 245 - Disconnects, J-boxes & Elect Devices																		
4784				Electrical Sub LS - BSE																		
4785				235, 240, & 245 - Disconnects, J-boxes & Elect Devices	1.00	ls	43,668	43,668 /ls								43,668.00	43,668					
4786			11-30250	250 - Grounding																		
4787				Electrical Sub LS - BSE																		
4788				250 - Grounding	1.00	ls	9,460	9,460 /ls								9,460.00	9,460					
4789			11-30260	260 - Building Lighting																		
4790				Electrical Sub LS - BSE																		
4791				260 - Building Lighting	1.00	ls	33,777	33,777 /ls								33,777.00	33,777					
4792			11-30261	261 - Solar																		
4793				Electrical Sub LS - BSE																		
4794				261 - Solar	1.00	ls		/ls														
4795			11-30265	265 - Fire Alarm																		
4796				Electrical Sub LS - BSE																		
4797				265 - Fire Alarm	1.00	ls	19,461	19,461 /ls								19,461.00	19,461					
4798			11-30270	270 - Access Control																		
4799				Electrical Sub LS - BSE																		
4800				270 - Access Control	1.00	ls	9,660	9,660 /ls								9,660.00	9,660					
4801			11-30275	275 - CCTV																		
4802				Electrical Sub LS - BSE																		
4803				275 - CCTV	1.00	ls		/ls														
4804			11-30305	305 - Provide & Install Analog Instruments																		
4805				Electrical Sub LS - BSE																		
4806				305 - Provide & Install Analog Instruments	1.00	ls	15,164	15,164 /ls								15,164.00	15,164					
4807			11-30310	310 - Provide Install Digital Instruments																		
4808				Electrical Sub LS - BSE																		
4809				310 - Provide Install Digital Instruments	1.00	ls	21,501	21,501 /ls								21,501.00	21,501					
4810			11-30320	320 - Provide & Install Local																		
4811				Electrical Sub LS - BSE																		
4812				320 - Provide & Install Local	1.00	ls		/ls														
4813			11-30325	325 - Provide & Install Main PLC Cabinets																		
4814				Electrical Sub LS - BSE																		
4815				325 - Provide & Install Main PLC Cabinets	1.00	ls	86,934	86,934 /ls								86,934.00	86,934					
4816			11-30330	330 - I/O Programming																		
4817				Electrical Sub LS - BSE																		
4818				330 - I/O Programming	1.00	ls	84,486	84,486 /ls								84,486.00	84,486					
4819	Work Code	Area	Est. Item	Description	Takeoff Quantity		Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Consumable Price	Consumable Amount	Tax
4820	12.			Painting																		
4821		05		Plant Sitewide																		
4822			08 - 0070	Guard Posts																		
4823				Guard Post Sitewide Type A																		
4824				Sub - Painting Guard Posts	27.00	ea	3,768	140 /ea								139.57	3,768					
4825			12 - 06650	Manhole PVC Liner																		
4826				Protective Coatings Existing Manhole ROC MH#1	1.00	ea	1,675	1,675 /ea								1,674.81	1,675					
4827				Protective Coatings Existing Manhole ROC MH#1																		
4828				Protective Coatings New Manhole ROC MH#2 to 6	5.00	ea	16,748	3,350 /ea								3,349.61	16,748					
4829				Protective Coatings Existing Manhole ROC MH#2 to 6																		
4830				Protective Coatings Existing Manhole SWR MH#1	1.00	ea	1,675	1,675 /ea								1,674.81	1,675					
4831				Protective Coatings Existing Manhole SWR MH#1																		
4832				Protective Coatings New Manhole SWR MH#2 to 9	8.00	ea	26,797	3,350 /ea								3,349.61	26,797					
4833				Protective Coatings Existing Manhole SWR MH#2 to 9																		
4834				Protective Coatings Manhole MH SD MH#13	1.00	ea	3,350	3,350 /ea								3,349.61	3,350					
4835				Protective Coatings Manhole MH SD MH#13																		
4836				Protective Coatings Manhole SD CO#14	1.00	ea	3,350	3,350 /ea								3,349.61	3,350					
4837				Protective Coatings Manhole SD CO#14																		
4838			12 - 06651	Structures PVC Liner																		
4839				Protective Coatings Precast Catch Basin Product Water Tank	1.00	ea	3,350	3,350 /ea								3,349.61	3,350					
4840				Protective Coatings Precast Catch Basin Product Water Tank																		
4841				Protective Coatings Precast Catch Basin Inter Process Tank	1.00	ea	3,350	3,350 /ea								3,349.61	3,350					
4842				Protective Coatings Precast Catch Basin Inter Process Tank																		



City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	
4853				Paint Double Door Frames	1.00	ea	233	233 /ea								232.61	233					
4854				Paint Doors	2.00	ea	279	140 /ea								139.57	279					
4855				<b>HM Double Door 2D (6'-4" x 7'-2") 2hr Fire Rated</b>																		
4856				Paint Double Door Frames	1.00	ea	233	233 /ea								232.61	233					
4857				Paint Doors	2.00	ea	279	140 /ea								139.57	279					
4858				<b>HM Double Door 5E (6'-4" x 7'-2")</b>																		
4859				Paint Double Door Frames	1.00	ea	233	233 /ea								232.61	233					
4860				Paint Doors	2.00	ea	279	140 /ea								139.57	279					
4861				<b>HM Double Door 6A (6'-4" x 7'-2")</b>																		
4862				Paint Double Door Frames	1.00	ea	233	233 /ea								232.61	233					
4863				Paint Doors	2.00	ea	279	140 /ea								139.57	279					
4864				<b>HM Single Door 2B (3'-0" x 7'-2") 2hr Fire Rated</b>																		
4865				Paint Door Frames	1.00	ea	140	140 /ea								139.57	140					
4866				Paint Doors	1.00	ea	140	140 /ea								139.57	140					
4867				<b>HM Single Door 2C (3'-0" x 7'-2") 2hr Fire Rated</b>																		
4868				Paint Door Frames	1.00	ea	140	140 /ea								139.57	140					
4869				Paint Doors	1.00	ea	140	140 /ea								139.56	140					
4870				<b>HM Single Door 4B (3'-0" x 7'-2")</b>																		
4871				Paint Door Frames	1.00	ea	140	140 /ea								139.57	140					
4872				Paint Doors	1.00	ea	140	140 /ea								139.57	140					
4873				<b>HM Single Door 5A,D,F (3'-0" x 7'-2")</b>																		
4874				Paint Door Frames	3.00	ea	419	140 /ea								139.57	419					
4875				Paint Doors	3.00	ea	419	140 /ea								139.57	419					
4876				<b>HM Single Door 3A,4A,7A,8A,9A,10A (3'-0" x 7'-2")</b>																		
4877				Paint Door Frames	6.00	ea	837	140 /ea								139.57	837					
4878				Paint Doors	6.00	ea	837	140 /ea								139.57	837					
4879				<b>HM Double Door 5H (6'-4" x 7'-2")</b>																		
4880				Paint Double Door Frames	1.00	ea	233	233 /ea								232.61	233					
4881				Paint Doors	2.00	ea	279	140 /ea								139.57	279					
4882				<b>10 - 09000 Interior Finishes</b>																		
4883				<b>2hr Fire Wall - 6" Stud w/Batt Ins - 2 x 5/8" Type X Both Sides</b>																		
4884				Paint Walls	3,400.00	sf	15,818	5 /sf								4.65	15,818					
4885				<b>2hr Fire Wall - 6" Stud Wall - 2 x 5/8" Type X Both Sides</b>																		
4886				Paint Walls	4,500.00	sf	20,935	5 /sf								4.65	20,935					
4887				<b>2hr Fire Wall - 6" Stud Wall - 2 x 5/8" Type X Both Sides</b>																		
4888				Paint Walls	1,400.00	sf	6,513	5 /sf								4.65	6,513					
4889				<b>6" Stud Wall - 1 x 5/8" GYP</b>																		
4890				Paint Walls	1,290.00	sf	6,001	5 /sf								4.65	6,001					
4891				<b>8 1/2" Spandrel Spacer w/3" Insulated Panel</b>																		
4892				Paint Walls	400.00	sf	1,861	5 /sf								4.65	1,861					
4893				<b>12 - 00001 Bonding Painting &amp; Coating Subcontractor</b>																		
4894				<b>Bonding Painting &amp; Coating Subcontractor</b>																		
4895				Bonding Painting & Coating Subcontractor	1.00	ls	11,785	11,785 /ls								11,785.00	11,785					
4896				<b>12 - 09900 Painting</b>																		
4897				<b>Painting Building Structural Steel Frames</b>																		
4898				Painting Building Structural Steel Frames	10.00	ea	111,654	11,165 /ea								11,165.37	111,654					
4899				<b>Field Painting Pipework, Valves, Equipment</b>																		
4900				Field Painting Pipework, Valves, Equipment	1.00	ls	55,827	55,827 /ls								55,826.84	55,827					
4901				<b>Sealing Building Floors</b>																		
4902				Sealing Building Floor	22,900.00	sf	53,268	2 /sf								2.33	53,268					
4903				<b>Pipe Identification</b>																		
4904				ID Devices IBPS Facility	1.00	ls	13,957	13,957 /ls								13,956.71	13,957					
4905				<b>12 - 09940 Protective Coatings</b>																		
4906				<b>Coatings Sulfuric Acid Containment Area</b>																		
4907				Coatings Sulfuric Acid Containment Area	924.00	sf	30,091	33 /sf								32.57	30,091					
4908				<b>Coatings Sodium Hyperchloride Containment Area</b>																		
4909				Coatings Sodium Hyperchloride Containment Area	1,530.00	sf	49,825	33 /sf								32.57	49,825					
4910				<b>30 Surge Tank</b>																		
4911				<b>08 - 0070 Guard Posts</b>																		
4912				<b>Guard Post Surge Tanks Removable</b>																		
4913				Sub - Painting Guard Posts	14.00	ea	1,954	140 /ea								139.57	1,954					
4914				<b>60 Intermediate Booster Pump Station (IBPS)</b>																		
4915				<b>08 - 0070 Guard Posts</b>																		
4916				<b>Guard Post IBPS Type B Removable</b>																		
4917				Sub - Painting Guard Posts IBPS	15.00	ea	1,396	93 /ea								93.04	1,396					
4918				<b>08 - 0210 Roof Structural Steel</b>																		
4919				<b>IBPS Building Roof Trusses</b>																		
4920				Painting Trusses	13.00	ea	30,240	2,326 /ea								2,326.12	30,240					
4921				<b>10 - 04012 CMU - 12" Exterior</b>																		
4922				<b>IBPS CMU Walls</b>																		
4923				Clean & Apply Water Repellents - Subcontract	4,800.00	sf	4,466	1 /sf								0.93	4,466					
4924				Paint Walls One Side (Interior)	4,800.00	sf	22,331	5 /sf								4.65	22,331					
4925				Masonry Wall Graffiti Coating	4,800.00	sf	4,466	1 /sf								0.93	4,466					
4926				<b>10 - 05310 Steel Deck</b>																		
4927				<b>IBPS Steel Deck</b>																		
4928				Painting Metal Decking (underside)	3,900.00	sf	18,144	5 /sf								4.65	18,144					
4929				<b>10 - 08110 Steel Doors &amp; Frames</b>																		
4930				<b>IBPS HM Single Doors</b>																		
4931				Paint Door Frames	8.00	ea	1,489	186 /ea								186.09	1,489					
4932				Paint Doors	8.00	ea	1,489	186 /ea								186.09	1,489					
4933				<b>IBPS HM Double Doors</b>																		
4934				Paint Door Double Frames	2.00	ea	372	186 /ea								186.09	372					
4935				Paint Doors	2.00	ea	372	186 /ea								186.09	372					
4936				<b>12 - 09900 Painting</b>																		
4937				<b>Field Painting Pipework, Valves, Equipment</b>																		
4938				Field Painting Pipework, Valves, Equipment IBPS	1.00	ls	23,261	23,261 /ls								23,261.18	23,261					
4939				<b>Paint Generator &amp; RR Floor Areas</b>																		
4940				Paint Generator & RR Floor Areas	820.00	sf	11,445	14 /sf								13.96	11,445					
4941				<b>Paint Building Soffits</b>																		

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
4942				Paint Exterior Soffits	420.00	sf	5,862	14 /sf								13.96	5,862					
4943				Sealing Building Floors																		
4944				Sealing Building Floor	2,030.00	sf	4,722	2 /sf								2.33	4,722					
4945				Pipe Identification																		
4946				ID Devices IBPS Facility	1.00	ls	4,652	4,652 /ls								4,652.24	4,652					
4947	13.			Rebar																		
4948		05		Plant Sitewide																		
4949				Pressure Reducing SOG																		
4950				Pressure Reducing SOG																		
4951				Slab Rebar by Subcontractor	1.66	tn	2,926	1,764 /tn								0.88	2,926					
4952				Stormwater Diversion SOG																		
4953				Stormwater Diversion SOG																		
4954				Slab Rebar by Subcontractor	0.47	tn	836	1,764 /tn								0.88	836					
4955				MFRO Process Building (Inc Electrical & Chemical)																		
4956				Building SOG																		
4957				MFRO Building SOG																		
4958				Slab Rebar by Subcontractor	110.00	tn	194,018	1,764 /tn								0.88	194,018					
4959				MFRO Inter Process Tank																		
4960				Inter Process Storage Tank Ring Footing																		
4961				Inter Process Ring Footing																		
4962				Wall Rebar by Subcontractor	5.76	tn	10,161	1,764 /tn								0.88	10,161					
4963				MFRO Product Water Tank																		
4964				PW Storage Tank Ring Footing																		
4965				Product Water Storage Tank Ring Footing																		
4966				Wall Rebar by Subcontractor	11.32	tn	19,964	1,764 /tn								0.88	19,964					
4967				PW Storage Tank Equipment Pads																		
4968				Product Water Storage Tank Equipment SOGs																		
4969				Slab Rebar by Subcontractor	0.34	tn	601	1,764 /tn								0.88	601					
4970				PW Storage Tank Pipe Support Pads																		
4971				Product Water Pipe Supports																		
4972				Slab Rebar by Subcontractor	0.07	tn	127	1,764 /tn								0.88	127					
4973				Product Water Pump Station																		
4974				Surge Tank SOG																		
4975				Slab Rebar by Subcontractor	3.79	tn	6,690	1,764 /tn								0.88	6,690					
4976				Surge Tank Supports																		
4977				Surge Tank Supports																		
4978				Wall Rebar by Subcontractor	1.02	tn	1,794	1,764 /tn								0.88	1,794					
4979				Product Water PS Pump Can SOG																		
4980				Slab Rebar by Subcontractor	0.59	tn	1,046	1,764 /tn								0.88	1,046					
4981				Product Water PS Pump Can Walls																		
4982				Wall Rebar by Subcontractor	12.71	tn	22,414	1,764 /tn								0.88	22,414					
4983				Product Water PS SOG																		
4984				Slab Rebar by Subcontractor	10.67	tn	18,814	1,764 /tn								0.88	18,814					
4985				Product Water PS Pump Pads																		
4986				Slab Rebar by Subcontractor	0.30	tn	531	1,764 /tn								0.88	531					
4987				Generator																		
4988				Generator SOG																		
4989				Slab Rebar by Subcontractor	12.80	tn	22,577	1,764 /tn								0.88	22,577					
4990				Intermediate Booster Pump Station (IBPS)																		
4991				IBPS Concrete footings																		
4992				Slab Rebar by Subcontractor	3.39	tn	5,970	1,764 /tn								0.88	5,970					
4993				IBPS Concrete SOG																		
4994				Wall Rebar by Subcontractor	1.34	tn	2,362	1,764 /tn								0.88	2,362					
4995				Slab Rebar by Subcontractor	4.54	tn	8,011	1,764 /tn								0.88	8,011					
4996				IBPS Bathroom SOG																		
4997				Slab Rebar by Subcontractor	0.76	tn	1,333	1,764 /tn								0.88	1,333					
4998				IBPS Generator Pad																		
4999				Slab Rebar by Subcontractor	1.28	tn	2,258	1,764 /tn								0.88	2,258					
5000				IBPS Electrical Pads																		
5001				Slab Rebar by Subcontractor	0.58	tn	1,019	1,764 /tn								0.88	1,019					
5002				IBPS Pump Can Encasement																		
5003				Wall Rebar by Subcontractor	8.13	tn	14,345	1,764 /tn								0.88	14,345					
5004				IBPS Pump Can Encasement SOG																		
5005				Slab Rebar by Subcontractor	0.91	tn	1,605	1,764 /tn								0.88	1,605					
5006				IBPS Transformer and AC Pads																		
5007				Slab Rebar by Subcontractor	0.17	tn	305	1,764 /tn								0.88	305					
5008				IBPS Pump pads																		
5009				Slab Rebar by Subcontractor	0.35	tn	612	1,764 /tn								0.88	612					
5010	14.			Fence																		
5011		05		Plant Sitewide																		
5012				8'0" Wrought Iron Security Fence																		
5013				8'0" Wrought Iron Fence @ MFRO																		





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

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5117				Laborer #2	10.00	day	6,189	619 /day	R&M LB JM	8.000 mh / day	80	77.36	6,189										
5118				Laborer #3	10.00	day	6,189	619 /day	R&M LB JM	8.000 mh / day	80	77.36	6,189										
5119				Laborer #4	10.00	day	6,189	619 /day	R&M LB JM	8.000 mh / day	80	77.36	6,189										
5120				Air Compressor #1 Day	10.00	day	2,736	274 /day	R&M Air Cmprrsr									273.60	2,736				
5121				Boom Truck Rental #1 Day	10.00	day	12,312	1,231 /day	R&M Boom Truck									1,231.20	12,312				
5122				Filanc Backhoe #1	10.00	day	3,515	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	10			25.00	250			39.90	3,192	5.00		50	23
5123				Forklift Rental #1 Day	10.00	day	1,881	188 /day	R&M Forklift									188.10	1,881				
5124				Service Truck #1 Day	10.00	day	2,280	228 /day	R&M Service Truck									228.00	2,280				
5125				Tools #1 Day	10.00	day	274	27 /day	R&M Tools									27.36	274				
5126				Pumps and wells	4.00	ea	19,395	4,849 /ea						4,500.00	18,000							1,395	
5127				Misc Pipe	1.00	ls	2,694	2,694 /ls						2,500.00	2,500							194	
5128				Well Pack	20.00	cy	1,293	65 /cy						60.00	1,200							93	
5129				MSC. Material & Silt Tank Rental	1.00	ls	55,388	55,388 /ls						5,000.00	5,000			50,000.00	50,000			388	
5130				Fuel Material #1	1,800.00	gal	7,758	4 /gal						4.00	7,200							558	
5131				Well Driller	4.00	ea	40,000	10,000 /ea								10,000.00	40,000						
5132				Electrical Subcontractor	1.00	ls	10,000	10,000 /ls								10,000.00	10,000						
5133	Work Code	Area	Est. Item	Description	Takeoff Quantity		Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Consumable Price	Consumable Amount	Tax	
5134	20.			Demolition																			
5135		05		Plant Sitewide																			
5136			20 - 0001	Demo - Utility Location																			
5137																							
5138				Pot Hole - Standard	22.00	ea	23,906	1,087 /ea	15- 1340	4.000 hr / ea	264	249.63	21,967					37.05	1,630	13.00		286	22
5139			20 - 0005	Demo - AC																			
5140				Demo AC Removal @ Plant																			
5141				Laborer #1	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619										
5142				Laborer #2	1.00	day	619	619 /day	R&M LB JM	8.000 mh / day	8	77.36	619										
5143				Service Truck #1 Day	1.00	day	228	228 /day	R&M Service Truck									228.00	228				
5144				Tools #1 Day	1.00	day	27	27 /day	R&M Tools									27.36	27				
5145				Trucking & Disposal: AC, assume 6" thick, 282cy	282.00	cy	0	0 /cy								0.00	0			0.00		0	
5146				SUB - AC Pulverizer: Asphalt Recycling	13,200.00	sf	3,168	0 /sf								0.24	3,168						
5147			20 - 0025	Demo - Trees																			
5148				Tree Removal @ Plant																			
5149				Subcontractor - Tree Removal @ Plant	12.00	ea	17,441	1,453 /ea	02-312 Trackhoe Crew	3.000 hr / ea	144	331.43	11,931					99.18	3,570	150.00		1,800	140
5150			20 - 0045	Demo - Underground Utilities																			
5151				Demo - Underground Utilities																			
5152				Laborer #1	4.00	day	2,476	619 /day	R&M LB JM	8.000 mh / day	32	77.36	2,476										
5153				Laborer #2	4.00	day	2,476	619 /day	R&M LB JM	8.000 mh / day	32	77.36	2,476										
5154				Laborer #3	4.00	day	2,476	619 /day	R&M LB JM	8.000 mh / day	32	77.36	2,476										
5155				Filanc Backhoe #1	4.00	day	1,406	352 /day	01-BaHo JD 410 Nolab	1.000 mh / day	4			25.00	100			39.90	1,277	5.00		20	9
5156				Service Truck #1 Day	4.00	day	912	228 /day	R&M Service Truck									228.00	912				
5157				Tools #1 Day x 3ea	12.00	day	328	27 /day	R&M Tools									27.36	328				
5158				Trucking & Disposal: Underground Utilities	10.00	lds	5,363	536 /lds								240.00	2,400			275.00		2,750	213
5159				Sub - Demolition Underground Utilities	1.00	ls	10,000	10,000 /ls								10,000.00	10,000						
5160			20 - 0055	Demo - AC/Dirt Area at the Yard																			
5161				Demo AC Removal @ Plant																			
5162				Laborer #1	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238										
5163				Laborer #2	2.00	day	1,238	619 /day	R&M LB JM	8.000 mh / day	16	77.36	1,238										
5164				Operating Engineer #1	2.00	day	1,519	759 /day	R&M OE BH	8.000 mh / day	16	94.91	1,519										
5165				Loader Cat 951	2.00	day	160	80 /day	R&M Loader C951									9.98	160				
5166				Service Truck	2.00	day	456	228 /day	R&M Service Truck									228.00	456				
5167				Tools	2.00	day	55	27 /day	R&M Tools									27.36	55				
5168				Trucking & Disposal: AC, assume 12" thick, 3,888cy	3,888.00	cy		/cy															
5169				SUB - AC Pulverizer: AC, assume 12" thick: Asphalt Recycling	91,265.00	sf	9,127	0 /sf								0.10	9,127						
5170			20 - 1010	Demo - SUB: Flatwork, Bldg Foundation, 4Wide, Stockpile Pad																			
5171				Demo Building Concrete Foundations @ Plant, 2,964sf																			
5172				CAT 950 Loader	hr			/hr	02a- 0950			94.91							79.80				
5173				Laborer #1	day			/day	R&M LB JM	8.000 mh / day		77.36											
5174				Laborer #2	day			/day	R&M LB JM	8.000 mh / day		77.36											
5175				Laborer #3	day			/day	R&M LB JM	8.000 mh / day		77.36											
5176				Service Truck #1 Day	day			/day	R&M Service Truck										228.00				
5177				Demo Thumb, Rental	day			/day	R&M Tools										102.27				
5178				Trucking & Disposal: Concretet Assume, 2,964sf 6" thick @ 20% void	cy			/cy								240.00				420.00			
5179				Cat 336 Excavator, Rental fuel is carried in Other	day			/day	01-Excavator Cat 330	8.000 hr / day		94.91							123.21			52.15	
5180				Demo Concrete Driveway/Drive @ Plant, 8,571sf																			
5181				CAT 950 Loader	hr			/hr	02a- 0950			94.91							79.80				
5182				Laborer #1	day			/day	R&M LB JM	8.000 mh / day		77.36											
5183				Laborer #2	day			/day	R&M LB JM	8.000 mh / day		77.36											
5184				Laborer #3	day			/day	R&M LB JM	8.000 mh / day		77.36											
5185				Service Truck #1 Day	day			/day	R&M Service Truck										228.00				
5186				Demo Thumb, Rental	day			/day	R&M Tools										102.27				
5187				Trucking & Disposal: Concretet Assume, 8,571sf 6" thick @ 20% void	cy			/cy								240.00				420.00			
5188				Cat 336 Excavator, Rental fuel is carried in Other	day																		





City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor		Material		Subcontractor		Equipment		Consumable		Tax	
												Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		
5294				Computer Expense - Internet Install - Lump Sum Cost	1.00	LS	20,000	20,000 /LS								10,000.00	10,000			10,000.00	10,000		
5295				Computer Expense - Laptops - Monthly Cost	22.00	Mo.	2,750	125 /Mo.												125.00	2,750		
5296				Copy Machine - Monthly Cost	22.00	Mo.	33,000	1,500 /Mo.								1,500.00	33,000						
5297				Computer Expense - Internet - Monthly Cost	22.00	Mo.	13,200	600 /Mo.								600.00	13,200						
5298				<b>General Conditions - GMP2 IBPS</b>																			
5299				Field Office Trailer - Setup Costs - Lump Sum	1.00	LS	2,500	2,500 /LS								2,500.00	2,500						
5300				Field Office Trailer for FBC JV, small	12.00	Mo.	30,000	2,500 /Mo.								2,500.00	30,000						
5301				Office Furniture - Lump Sum	1.00	LS	1,000	1,000 /LS												1,000.00	1,000		
5302				Janitorial Services - Monthly Cost	12.00	Mo.	1,200	100 /Mo.								100.00	1,200						
5303				Field Office Supplies for FBC JV	12.00	Mo.	1,200	100 /Mo.												100.00	1,200		
5304				Office Drinking Water - Monthly Cost	12.00	Mo.	2,400	200 /Mo.								200.00	2,400						
5305				Computer Expense - Purchase Internet Mobile Hot Spots	1.00	LS	1,000	1,000 /LS												1,000.00	1,000		
5306				Computer Expense - Laptops - Monthly Cost	12.00	Mo.	600	50 /Mo.												50.00	600		
5307				Copy Machine - Monthly Cost	12.00	Mo.	7,800	650 /Mo.								650.00	7,800						
5308				Computer Expense - Internet - Monthly Cost for Data	12.00	Mo.	2,400	200 /Mo.								200.00	2,400						
5309			00.01.05500	<b>OWNER'S REP FIELD OFFICE EXPENSES</b>																			
5310				<b>General Conditions - GMP2 MFRO</b>																			
5311				Drinking Water for Owner - Lump Sum	22.00	Mo.	3,300	150 /Mo.								150.00	3,300						
5312				Internet Install - Lump Sum Cost	1.00	LS	20,000	20,000 /LS								10,000.00	10,000			10,000.00	10,000		
5313				Internet Install - Monthly Cost	22.00	Mo.	13,200	600 /Mo.								600.00	13,200						
5314				Computer Expense - Internet - Monthly Cost	1.00	Mo.	600	600 /Mo.								600.00	600						
5315			00.01.06000	<b>SITE SETUP/MAINT./CLOSEOUT</b>																			
5316				<b>General Conditions - GMP2 MFRO</b>																			
5317				Move In - Lump Sum Cost	60.00	hr	8,908	148 /hr	02b-030-0150		8.000 hr / day	60	654.40	4,908					41.67	2,500	25.00	1,500	
5318				Yard - Setup Costs - Lump Sum	50.00	hr	15,531	311 /hr	06-Carp- Misc		8.000 hr / day	150	1,924.96	12,031						1,000	50.00	2,500	
5319				Move Out - Lump Sum Cost	60.00	hr	6,908	115 /hr	02b-030-0150		8.000 hr / day	60	654.40	4,908					33.33	2,000			
5320				Final Job Clean Up - Lump Sum Cost	60.00	hr	6,142	102 /hr	02b-030-0080		8.000 hr / day	60	618.88	4,642					8.33	500	16.67	1,000	
5321				Field Office Trailer - Water,Sewer,Power setup - Lump Sum Cost	1.00	LS	25,000	25,000 /LS								25,000.00	25,000						
5322				Project Signs - 1MFRO, 1IBPS	2.00	EA	3,925	1,962 /EA	06-Carp- Misc		4.000 hr / EA	24	240.62	1,925							1,000.00	2,000	
5323				Traffic Control Plan - Lump Sum Cost	1.00	LS	3,500	3,500 /LS								3,500.00	3,500						
5324				Photos and Video - Lump Sum Cost	1.00	LS	600	600 /LS								450.00	450				150.00	150	
5325				Photos and Video - Monthly Cost	22.00	Mo.	2,200	100 /Mo.												100.00	2,200		
5326				Site Security - Monthly Cost, MFRO	22.00	Mo.	88,000	4,000 /Mo.								4,000.00	88,000						
5327				<b>General Conditions - GMP2 IBPS</b>																			
5328				Move In - Lump Sum Cost	32.00	hr	6,618	207 /hr	02b-030-0150		8.000 hr / day	32	654.40	2,618					78.13	2,500	46.88	1,500	
5329				Yard - Setup Costs - Lump Sum	24.00	hr	10,275	428 /hr	06-Carp- Misc		8.000 hr / day	72	1,924.96	5,775			187.50	4,500					
5330				Move Out - Lump Sum Cost	32.00	hr	5,118	160 /hr	02b-030-0150		8.000 hr / day	32	654.40	2,618					78.13	2,500			
5331				Final Job Clean Up - Lump Sum Cost	32.00	hr	4,976	155 /hr	02b-030-0080		8.000 hr / day	32	618.88	2,476					78.13	2,500			
5332				Field Office Trailer - Water,Sewer,Power setup - Lump Sum Cost	1.00	LS	10,000	10,000 /LS								10,000.00	10,000						
5333				Traffic Control Plan - Lump Sum Cost	1.00	LS	3,500	3,500 /LS								3,500.00	3,500						
5334				Photos and Video - Monthly Cost	12.00	Mo.	6,600	550 /Mo.								450.00	5,400			100.00	1,200		
5335				Site Security - Monthly Cost	12.00	Mo.	48,000	4,000 /Mo.								4,000.00	48,000						
5336			00.01.07000	<b>INSURANCE/BONDS/PERMIT/LICENSE</b>																			
5337				<b>General Conditions - GMP2 MFRO</b>																			
5338				Bonds - for Complete GMP2	1.00	LS	463,801	463,801 /LS													463,801.00	463,801	
5339				Builders Risk Insurance	1.00	LS	152,782	152,782 /LS													152,782.00	152,782	
5340				<b>Builders Risk Insurance - adjustment for GMP1 See Attachment B</b>	1.00	LS		/LS													0.00		
5341				Licenses	1.00	LS	2,000	2,000 /LS													2,000.00	2,000	
5342				<b>Dewatering / SWPPP Permits, Carried in Engineering Ph2</b>	1.00	LS		/LS															
5343			00.01.08000	<b>STAFF &amp; JOBSITE VEHICLES/CELL PHONES/SMALL TOOLS</b>																			
5344				<b>General Conditions - GMP2 MFRO</b>																			
5345				Cell Phones - Monthly Cost	174.00	Mo.	17,400	100 /Mo.								100.00	17,400						
5346				Staff Vehicles Monthly Cost	174.00	Mo.	139,200	800 /Mo.											800.00	139,200	500.00	87,000	
5347				Fuel & Oil - Staff - Monthly Cost	174.00	Mo.	87,000	500 /Mo.													500.00	87,000	
5348				Jobsite Vehicles - MFRO 2each; IBPS 1each	56.00	Mo.	28,000	500 /Mo.											500.00	28,000			
5349				Small Tools and Hardware - Lump Sum Cost	1.00	LS	175,000	175,000 /LS													175,000.00	175,000	
5350			00.01.09000	<b>TEMPORARY FACILITIES</b>																			
5351				<b>General Conditions - GMP2 MFRO</b>																			
5352				Drinking Water - Site - Monthly Cost	22.00	Mo.	11,000	500 /Mo.													500.00	11,000	
5353				Construction Temporary Power - By Filanc - Lump Sum Cost	1.00	LS	15,000	15,000 /LS								15,000.00	15,000						
5354				Construction Temporary Power - By Filanc - Monthly Cost	22.00	Mo.	33,000	1,500 /Mo.								1,500.00	33,000						
5355				Construction Water - Lump Sum Cost	1.00	LS	8,061	8,061 /LS	03-Lbr1		40.000 mh / LS	40	76.53	3,061					2,500.00	2,500	2,500.00	2,500	
5356				Construction Water - Monthly Cost	22.00	Mo.	5,500	250 /Mo.													250.00	5,500	
5357				Sanitation - Septic Tanks - Monthly Cost, Draining Service	22.00	Mo.	15,400	700 /Mo.													700.00	15,400	
5358				BMP Initial Install/Dust Control	12.00	Mo.	147,367	12,281 /Mo.	03-Lbr1		69.000 mh / Mo.	828	76.53	63,367	1,500.00	18,000			5,500.00	66,000			
5359				SWPPP Plan - Monthly Cost	22.00	Mo.	39,173	1,781 /Mo.	03-Lbr1		20.000 mh / Mo.	440	76.53	33,673							250.00	5,500	
5360				SWPPP Plan - MFRO & IBPS Sites	1.00	LS	10,000	10,000 /LS								10,000.00	10,000						
5361				Rubbish - Monthly Cost	22.00	Mo.	69,637	3,165 /Mo.	03-Lbr														

City of Escondido  
MFRO Facility for Agriculture

GMP2  
SAGE Estimate Details

1/4/2021  
4:01 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total Amount	Grand Total Unit Price	Crew	Labor Productivity	Hours	Labor Price	Labor Amount	Material Price	Material Amount	Subcontractor Price	Subcontractor Amount	Equipment Price	Equipment Amount	Consumable Price	Consumable Amount	Tax
5383				Sublet Testing & Inspection - Certified Welding	1.00	LS	6,456	6,456 /LS								6,456.33	6,456					
5384				Surveying - Lump Sum Cost	1.00	LS	30,000	30,000 /LS								30,000.00	30,000					
5385			01.01.12000	STARTUP/TESTING																		
5386				General Conditions - GMP2 MFRO																		
5387				Trade Support Labor, MFRO 6months; IBPS 2months	8.00	Mo.	122,553	15,319 /Mo.	43-4000	173.000 mh / Mo.	1,384	88.55	122,553									
5388				Startup - Chemical Costs Allowance	1.00	LS	75,000	75,000 /LS													75,000.00	75,000
5389				Warranty Work - 1 year inspection - Lump Sum Cost	1.00	LS	6,542	6,542 /LS	43-4000	40.000 mh / LS	40	88.55	3,542	1,000.00	1,000	1,000.00	1,000	1,000.00	1,000			
5390		03		Commissioning																		
5391			01.01.13000	COMMISSIONING																		
5392				GMP2 COMMISSIONING																		
5393				DB Project Manager - Gary Silverman	2.00	Mo.	10,811	5,406 /Mo.		40.000 mh / Mo.	80	135.14	10,811									
5394				Construction Manager - Matt Appleton	2.00	Mo.	33,908	16,954 /Mo.		173.000 mh / Mo.	346	98.00	33,908									
5395				Deputy Construction Manager - Rich Gomez	2.00	Mo.	39,126	19,563 /Mo.		173.000 mh / Mo.	346	113.08	39,126									
5396				Startup & Commissioning Engineer - Scott Lacy	2.00	Mo.	39,624	19,812 /Mo.		173.000 mh / Mo.	346	114.52	39,624									
5397				Project Engineer - Andrea Farias	2.00	Mo.	24,185	12,093 /Mo.		173.000 mh / Mo.	346	69.90	24,185									
5398				Project Engineer - Javier Martinez	1.00	Mo.	8,967	8,967 /Mo.		173.000 mh / Mo.	173	51.83	8,967									
5399				Jobsite Accountant	2.00	Mo.	11,764	5,882 /Mo.		173.000 mh / Mo.	346	34.00	11,764									
5400				General Superintendent - Jayd Burrows	2.00	Mo.	34,396	17,198 /Mo.	16- MS	173.000 mh / Mo.	346	91.03	31,496			100.00	200	850.00	1,700	500.00		1,000
5401				Field Office Trailer for FBC JV	2.00	Mo.	9,000	4,500 /Mo.								4,500.00	9,000					
5402				Janitorial Services - Monthly Cost	2.00	Mo.	600	300 /Mo.								300.00	600					
5403				Field Office Supplies for FBC JV	2.00	Mo.	1,300	650 /Mo.												650.00		1,300
5404				Office Drinking Water - Monthly Cost	2.00	Mo.	800	400 /Mo.								400.00	800					
5405				Computer Expense - Laptops - Monthly Cost	2.00	Mo.	250	125 /Mo.												125.00		250
5406				Copy Machine - Monthly Cost	2.00	Mo.	3,000	1,500 /Mo.								1,500.00	3,000					
5407				Computer Expense - Internet - Monthly Cost	2.00	Mo.	1,200	600 /Mo.								600.00	1,200					
5408				Cell Phones - Monthly Cost	8.00	Mo.	800	100 /Mo.								100.00	800					
5409				Drinking Water for Owner - Lump Sum	2.00	Mo.	300	150 /Mo.								150.00	300					
5410				Internet Install - Monthly Cost	2.00	Mo.	1,200	600 /Mo.								600.00	1,200					
5411				Photos and Video - Monthly Cost	2.00	Mo.	200	100 /Mo.												100.00		200
5412				Staff Vehicles Montly Cost	8.00	Mo.	6,400	800 /Mo.										800.00	6,400			
5413				Fuel & Oil - Staff - Monthly Cost	8.00	Mo.	4,000	500 /Mo.												500.00		4,000
5414				Drinking Water - Site - Monthly Cost	2.00	Mo.	1,000	500 /Mo.												500.00		1,000
5415				Construction Temporary Power - By Filanc - Monthly Cost	2.00	Mo.	3,000	1,500 /Mo.								1,500.00	3,000					
5416				Construction Water - Monthly Cost	2.00	Mo.	500	250 /Mo.												250.00		500
5417				Sanitation - Septic Tanks - Monthly Cost, Draining Service	2.00	Mo.	1,400	700 /Mo.												700.00		1,400
5418				Rubbish - Monthly Cost	2.00	Mo.	6,331	3,165 /Mo.	03-Lbr1	10.000 mh / Mo.	20	76.53	1,531							2,400.00		4,800
5419				Site Security - Monthly Cost, MFRO	2.00	Mo.	8,000	4,000 /Mo.								4,000.00	8,000					
5420				Trade Support Labor,	2.00	Mo.	30,638	15,319 /Mo.	43-4000	173.000 mh / Mo.	346	88.55	30,638									



City of Escondido

MFRO Facility for Agriculture

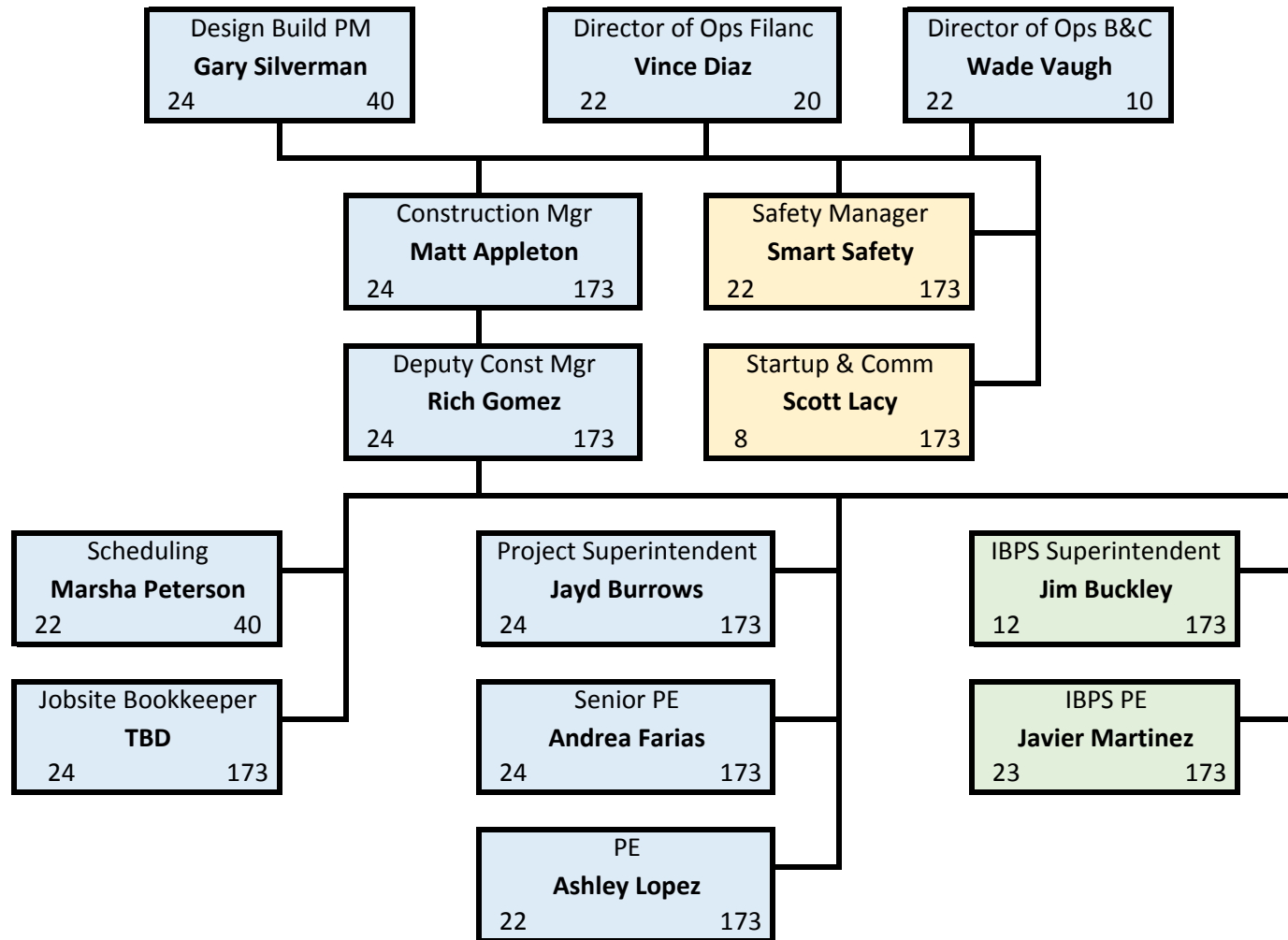
Item	Location	Risk Issue	Potential Cause	Total Exposure	Mitigation	Direct Cost Included for Mitigation	Remaining Exposure	Likelihood %	Contingency \$	Comment
<b>A. Contract Requirements and Construction Administration</b>										
A.01	Project	Performance Guarantee	Equipment performance requires guarantee to effectively treat influent quality	\$5,000,000	Flow down provisions in contract documents put responsibility on equipment vendors.	\$0	\$5,000,000	3%	\$150,000	
A.02	Project	Compensible Delay	Compensible delays could extend the required construction duration by 90 days.	\$1,000,000	Planning, coordination and communication.	\$0	\$1,000,000	50%	\$500,000	
A.03	Project	Schedule Acceleration	Due to funding deadlines or other reasons, the schedule may have to be accelerated, which will require additional crews, additional working hours or other extraordinary efforts	\$1,000,000	Planning, coordination and communication.	\$0	\$1,000,000	50%	\$500,000	
<b>B. Design, Permitting and Regulatory Requirements</b>										
B.01	Plant	Permitting Delays	Delay in securing permits could extend the required construction duration by 50 days.	\$500,000	Get applicable applications in early, through pre-reviews and agency coordination.	\$0	\$500,000	15%	\$75,000	
B.02	Plant	NTP Delay Due to Funding	Delay of NTP will result in cost increases (estimate 3 months delay at \$52,591/mo for escalation and \$251,203/mo for GCs.	\$911,382	Work with subs and suppliers to hold prices for 120 days from bid date.	\$0	\$911,382	0%	\$0	Escalation covers increases up to the anticipated NTP date of March 15, 2021. No contingency currently included for delay.
B.03	IBPS	IBPS Design	Assume 10% increase due to design progression from 60% to 100%. Current cost for the IBPS site is \$5,936,449.	\$593,645	Coordinate as a team to resist adding scope unless truly necessary. We are at 90% design, so the opportunities for increase are few.	\$0	\$593,645	50%	\$296,822	Architectural enhancements to address Planning Department requirements are carried as an allowance in the cost of work.
B.04	Plant	MFRO Plant Design	Assume 10% increase due to design progression from 60% to 100%. Current cost for the MFRO site is \$31,670,215	\$3,167,022	Coordinate as a team to resist adding scope unless truly necessary. We are at 90% design, so the opportunities for increase are few.	\$0	\$3,167,022	25%	\$791,755	
<b>C. Construction</b>										
C.01	Plant	Connections and Utilities	Added cost to provide temporary connections, relocations, address unknown utilities, controls, power, etc.	\$200,000	Coordinate with utilities and proactively pothole.	\$50,000	\$150,000	50%	\$75,000	
C.02	Plant	Turnover of Property	Additional cost to demo existing pit filled with water.	\$60,000	Coordinate with City on best means to drain and remove standing water.	\$0	\$60,000	30%	\$18,000	
C.03	Plant	Turnover of Property	A large volume of buried asphalt concrete was discovered across the entire site. Approximate area of AC is 142,000 sf.	\$71,000	Determined that it is acceptable to pulverize and use materials as backfill.	\$0	\$71,000	0%	\$0	GMP is based on a balanced site. No costs are included for disposal of asphalt materials or import of replacement soils.
C.04	Plant	Hazardous Materials	Existing soil contamination, lead paint, or asbestos on exiting tie-ins.	\$1,000,000	Outside scope of contract and excluded from GMP.	\$0	\$1,000,000	0%	\$0	GMP excludes remediation of any hazardous materials, including treatment and disposal.
C.05	Plant	SCADA Tie-ins	Additional work to integrate with existing systems.	\$100,000	Cost of additional programming by integrator.	\$0	\$100,000	50%	\$50,000	
C.06	Plant & IBPS	Process Equipment Pricing	Increases due to final specs, scope, terms and conditions. Assume 15% of total process equipment cost of \$9,087,912	\$1,363,187	Manage scope creep and negotiate diligently with suppliers.	\$0	\$1,363,187	25%	\$340,797	
C.07	Plant	Neighboring Properties	Work in railroad ROW may be required, including special training and flagging.	\$30,695	Total exposure based on providing specialized training for crews.	\$0	\$30,695	90%	\$27,626	
C.08	IBPS	Work Restrictions	Working limited hours, sound barrier, etc.	\$100,000	Negotiate favorable terms.	\$0	\$100,000	25%	\$25,000	
C.09	Plant	Start-Up Power	City requested JV to include startup costs	\$100,000	City to furnish	\$0	\$25,000	0%	\$0	Assumption is that SDG&E meter will be in place and City will pay power costs directly.
C.10	IBPS	Start-Up Power	City requested JV to include startup costs	\$25,000	City to furnish	\$0	\$25,000	0%	\$0	Assumption is that SDG&E meter will be in place and City will pay power costs directly.
<b>TOTAL</b>				<b>\$15,221,930</b>		<b>\$50,000</b>	<b>\$15,096,930</b>		<b>\$2,850,000</b>	

City of Escondido  
MFRO for Agriculture

12/14/2020

5:40 PM

**ESCONDIDO MFRO GMP2 GENERAL CONDITIONS ORGANIZATION CHART**



Total Office Support	MH
Submittal Coord/O&M	352
Purchasing Admin	324
Construction Detailing	2,080
Estimating, Buyout	704
Job Cost Admin	528
	<b>3,988</b>

Project Title	
Name	
Months	Hours/Month

<b>ESCALATION SUMMARY</b>		<b>Filanc / Brown &amp; Caldwell Joint Venture</b>					<b>12/14/2020 10:53</b>	
BID DATE: 12/15/20								
BID TIME: 4:00 PM								
<b>SUMMARY</b>								
Description	Bid Amount	7/1/2020	7/1/2021	7/1/2022				TOTAL
TOTAL LABOR	\$ 9,744,419	\$ -	\$ 272,844	\$ 409,266	\$ 272,844	\$ -		\$ 954,953
TOTAL MATERIAL	\$ 14,516,579	\$ -	\$ 101,616	\$ -	\$ -	\$ -		\$ 101,616
TOTAL SUBCONTRACT	\$ 15,673,203	\$ -	\$ 521,134	\$ -	\$ -	\$ -		\$ 521,134
TOTAL ESCALATION	\$ 39,934,202	\$ -	\$ 895,594	\$ 409,266	\$ 272,844	\$ -		\$ 1,577,703
								<i>check</i> \$ 1,577,703
								Deduct Firm Sub Contracts \$ (250,000)
								Deduct Process Equipment \$ (65,000)
								<b>Refined Escalation \$ 1,262,703</b>
Form EST102 SUMMARY								

9.80%  
0.70%  
3.33%  
3.95%  
3.16%

<b>LABOR ESCALATION CALCULATOR</b>		<b>Filanc / Brown &amp; Caldwell Joint Venture</b>					<b>12/14/2020 10:53</b>	
BID DATE: 12/15/20								
BID TIME: 4:00 PM								
Percent Labor Performed		0.0%	40.0%	40.0%	20.0%	0.0%	100%	
Expected yearly increase		3.5%	3.5%	3.5%	3.5%	0.0%		
Description	Bid Labor Amount	7/1/2020	7/1/2021	7/1/2022	7/1/2023		TOTAL	
Direct Labor	\$ 5,941,488	\$ -	\$ 166,362	\$ 249,543	\$ 166,362	\$ -	\$ 582,266	
Overhead Labor	\$ 3,802,931	\$ -	\$ 106,482	\$ 159,723	\$ 106,482	\$ -	\$ 372,687	
<b>TOTAL LABOR</b>	<b>\$ 9,744,419</b>	<b>\$ -</b>	<b>\$ 272,844</b>	<b>\$ 409,266</b>	<b>\$ 272,844</b>	<b>\$ -</b>	<b>\$ 954,953</b>	
						<i>check</i>	<b>\$ 954,953</b>	
Form EST102 L								

<b>MATERIAL ESCALATION CALCULATOR</b>		<b>Filanc / Brown &amp; Caldwell Joint Venture</b>						<b>12/14/2020 10:53</b>	
BID DATE: 12/15/20									
BID TIME: 4:00 PM									
Percent Material Purchased		80.0%	20.0%	0.0%				100%	
Expected yearly increase		0.0%	3.5%	0.0%					
Description	Bid Material Amount	2020	2021	2022				TOTAL	
Process Equipment	\$ 7,773,412	\$ -	\$ 54,414	\$ -	\$ -	\$ -	\$ -	\$ 54,414	
Permanent Material	\$ 5,487,323.20	\$ -	\$ 38,411	\$ -	\$ -	\$ -	\$ -	\$ 38,411	
Consumable Material	\$ 1,255,844	\$ -	\$ 8,791	\$ -	\$ -	\$ -	\$ -	\$ 8,791	
<b>TOTAL MATERIAL</b>	<b>\$ 14,516,579</b>	<b>\$ -</b>	<b>\$ 101,616</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101,616</b>	
								<i>check</i> \$ <b>101,616</b>	
Form EST102 M									

<b>SUBCONTRACT ESCALATION CALCULATOR</b>		<b>Filanc / Brown &amp; Caldwell Joint Venture</b>						<b>12/14/2020 10:53</b>	
BID DATE: 12/15/20									
BID TIME: 4:00 PM									
		Percent Sub Performed		5.0%	95.0%	0.0%			100%
		Expected yearly increase		0.0%	3.5%	0.0%			
Description	Bid Subcontract Amount	2020	2021	2022					TOTAL
Firm Subcontract	\$ 15,395,303	\$ -	\$ 511,894	\$ -	\$ -	\$ -			\$ 511,894
Pending Subcontract	\$ 277,900	\$ -	\$ 9,240	\$ -	\$ -	\$ -			\$ 9,240
<b>TOTAL SUBCONTRACT</b>	<b>\$ 15,673,203</b>	<b>\$ -</b>	<b>\$ 521,134</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ 521,134</b>
									<i>check</i> \$ <b>521,134</b>
Form EST102 S									

	Plug/Place holder Subs	Firm Subs	Total Subs
			\$ 15,673,203
01. Concrete	\$ 35,583		
02. Underground Pipe	\$ 48,556		
03. Above Ground Pipe	\$ 71,563		
04. Pipe Supports	\$ -		
05. Earthwork	\$ 72,198		
06. Sitework	\$ -	\$ 373,788	
07. Plant Paving	\$ -	\$ 292,265	
08. Misc. Steel	\$ -	\$ -	
09. Mechanical	\$ -	\$ 1,314,500	
10. Architectural	\$ -	\$ 3,835,298	
11. Elec / Inst	\$ -	\$ 8,005,527	
12. Painting	\$ -	\$ 601,042	
13. Rebar	\$ -	\$ 340,321	
14. Fence	\$ -	\$ 281,955	
15. Landscaping	\$ -	\$ 185,328	
19. Temporary Work, inc Dewatering	\$ 50,000	\$ -	
20. Demolition	\$ -	\$ 165,279	
	\$ 277,900	\$ 15,395,303	\$ 15,673,203

































































Filanc Brown Caldwell JV

Contractor's Compensable Delay Rate Per Day  
Section 5.6

12/14/2020  
4:48 PM

Line	Summary Code	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Grand Total Unit Price	Labor Cost/Unit	Equip Cost/Unit	Material Cost/Unit	Other Cost/Unit	Sub Cost/Unit	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Consumable Price	Consumable Amount	Tax	
1				<b>GMP2 GC Delay Costs per day</b>																						
2				<b>General Conditions GMP2</b>																						
3			3020.	<b>PROJECT MANAGEMENT</b>																						
4				DB Project Manager - Gary Silverman	22.00 Mo.	118,923	5,406 /Mo.	5,405.60 /Mo.					40.000 mh / Mo.	880	135.14 /mh	118,923										
5				Operations Construction Manager FCC - Vince Diaz	22.00 Mo.	74,232	3,374 /Mo.	3,374.20 /Mo.					20.000 mh / Mo.	440	168.71 /mh	74,232										
6				Operations Construction Manager B&C - Wade Vaughn	22.00 Mo.	19,800	900 /Mo.	900.00 /Mo.					10.000 mh / Mo.	220	90.00 /mh	19,800										
7				Construction Manager - Matt Appleton	22.00 Mo.	372,988	16,954 /Mo.	16,954.00 /Mo.					173.000 mh / Mo.	3,806	98.00 /mh	372,988										
8				Deputy Construction Manager - Rich Gomez	22.00 Mo.	430,382	19,563 /Mo.	19,562.84 /Mo.					173.000 mh / Mo.	3,806	113.08 /mh	430,382										
9				Startup & Commissioning Engineer - Scott Lacy	6.00 Mo.	118,872	19,812 /Mo.	19,811.96 /Mo.					173.000 mh / Mo.	1,038	114.52 /mh	118,872										
10				Project Engineer - Andrea Farias	22.00 Mo.	266,039	12,093 /Mo.	12,092.70 /Mo.					173.000 mh / Mo.	3,806	69.90 /mh	266,039										
11				Project Engineer - Ashley Lopez	22.00 Mo.	204,915	9,314 /Mo.	9,314.32 /Mo.					173.000 mh / Mo.	3,806	53.84 /mh	204,915										
12				Project Engineer - Javier Martinez	22.00 Mo.	197,265	8,967 /Mo.	8,966.59 /Mo.					173.000 mh / Mo.	3,806	51.83 /mh	197,265										
13				Scheduling Engineer - Marsha Peterson	22.00 Mo.	110,000	5,000 /Mo.	5,000.00 /Mo.					40.000 mh / Mo.	880	125.00 /mh	110,000										
14				Jobsite Accountant	22.00 Mo.	129,404	5,882 /Mo.	5,882.00 /Mo.					173.000 mh / Mo.	3,806	34.00 /mh	129,404										
15				00.01.01000 PROJECT MANAGEMENT	1.00 LS	2,042,821	2,042,821 /LS	2,042,821.26 /LS		/LS	/LS	/LS				26,294	2,042,821									
16				CONSTRUCTION SUPPORT SERVICES																						
17				Job Cost Administration	22.00 Mo.	15,840	720 /Mo.	720.00 /Mo.					24.000 mh / Mo.	528	30.00 /mh	15,840										
18				00.01.02000 CONSTRUCTION SUPPORT SERVICES	1.00 LS	15,840	15,840 /LS	15,840.00 /LS		/LS	/LS	/LS				528	15,840									
19				SAFETY & QA/QC																						
20				Safety Manager	22.00 Mo.	248,265	11,285 /Mo.	11,284.79 /Mo.		/Mo.	/Mo.	/Mo.	173.000 mh / Mo.	3,806	65.23 /mh	248,265										
21				00.01.03000 SAFETY & QA/QC	1.00 LS	248,265	248,265 /LS	248,265.38 /LS		/LS	/LS	/LS				3,806	248,265									
22				FIELD SUPERVISION																						
23				General Superintendent - Jim Buckley,	12.00 Mo.	217,506	18,125 /Mo.	16,675.47 /Mo.	850.00 /Mo.		500.00 /Mo.	100.00 /Mo.	173.000 mh / Mo.	2,076	96.39 /mh	200,106			100.00 /Mo.	1,200	850.00 /Mo.	10,200	500.00 /Mo.	6,000		
24				General Superintendent - Jayd Burrows,	22.00 Mo.	378,360	17,198 /Mo.	15,748.19 /Mo.	850.00 /Mo.		500.00 /Mo.	100.00 /Mo.	173.000 mh / Mo.	3,806	91.03 /mh	346,460			100.00 /Mo.	2,200	850.00 /Mo.	18,700	500.00 /Mo.	11,000		
25				00.01.04000 FIELD SUPERVISION	1.00 LS	595,866	595,866 /LS	546,565.82 /LS	28,900.00 /LS		/LS	17,000.00 /LS	3,400.00 /LS			546,566					3,400	850.00 /Mo.	28,900	500.00 /Mo.	17,000	
26				SITE SETUP/MAINT./CLOSEOUT																						
27				Site Security - Monthly Cost, MFRO	22.00 Mo.	88,000	4,000 /Mo.																			
28				Site Security - Monthly Cost	12.00 Mo.	48,000	4,000 /Mo.																			
29				00.01.06000 SITE SETUP/MAINT./CLOSEOUT	1.00 LS	136,000	136,000 /LS		/LS	/LS	/LS	136,000.00 /LS														
30				INSURANCE/BONDS/PERMIT/LICENSE																						
31				Builders Risk Insurance	1.00 LS	152,782	152,782 /LS				152,782.00 /LS															
32				00.01.07000 INSURANCE/BONDS/PERMIT/LICENSE	1.00 LS	152,782	152,782 /LS		/LS	/LS	/LS															
33				STAFF & JOBSITE VEHICLES/CELL PHONES/SMALL TOOLS																						
34				Cell Phones - Monthly Cost	174.00 Mo.	17,400	100 /Mo.																			
35				Staff Vehicles Monthly Cost	174.00 Mo.	139,200	800 /Mo.		800.00 /Mo.																	
36				Fuel & Oil - Staff - Monthly Cost	174.00 Mo.	87,000	500 /Mo.			500.00 /Mo.											800.00 /Mo.	139,200	500.00 /Mo.	87,000		
37				00.01.08000 STAFF & JOBSITE VEHICLES/CELL PHONES/SMALL TOOLS	1.00 LS	243,600	243,600 /LS		139,200.00 /LS	/LS	87,000.00 /LS	17,400.00 /LS														
38				TEMPORARY FACILITIES																						
39				Drinking Water - Site - Monthly Cost	22.00 Mo.	11,000	500 /Mo.																			
40				Drinking Water - Site - Monthly Cost	12.00 Mo.	2,400	200 /Mo.				200.00 /Mo.															
41				Construction Temporary Power - By Filanc - Monthly Cost	22.00 Mo.	33,000	1,500 /Mo.																			
42				Construction Temporary Power - By Filanc - Monthly Cost	12.00 Mo.	18,000	1,500 /Mo.																			
43				Construction Water - Monthly Cost	22.00 Mo.	5,500	250 /Mo.			250.00 /Mo.																
44				Construction Water - Monthly Cost	12.00 Mo.	3,000	250 /Mo.			250.00 /Mo.																
45				Sanitation - Septic Tanks - Monthly Cost, Draining Service	22.00 Mo.	15,400	700 /Mo.			700.00 /Mo.																
46				Sanitation - Septic Tanks - Monthly Cost	12.00 Mo.	4,200	350 /Mo.			350.00 /Mo.																
47				Dust Control - Monthly Cost	12.00 Mo.	30,367	2,531 /Mo.	1,530.60 /Mo.	1,000.00 /Mo.																	
48				SWPPP Plan - Monthly Cost	22.00 Mo.	39,173	1,781 /Mo.	1,530.60 /Mo.																		
49				SWPPP Plan - Monthly Cost	12.00 Mo.	21,367	1,781 /Mo.	1,530.60 /Mo.																		
50				Rubbish - Monthly Cost	22.00 Mo.	69,637	3,165 /Mo.	765.30 /Mo.																		
51				Rubbish - Monthly Cost	12.00 Mo.	15,184	1,265 /Mo.	765.30 /Mo.																		
52				00.01.09000 TEMPORARY FACILITIES	1.00 LS	268,228	268,228 /LS	96,427.80 /LS	12,000.00 /LS	/LS	108,800.00 /LS	51,000.00 /LS				1,260	96,428									
53				COMMISSIONING																						
54				DB Project Manager - Gary Silverman	2.00 Mo.	10,811	5,406 /Mo.	5,405.60 /Mo.					40.000 mh / Mo.	80	135.14 /mh	10,811										
55				Construction Manager - Matt Appleton	2.00 Mo.	33,908	16,954 /Mo.	16,954.00 /Mo.					173.000 mh / Mo.	346	98.00 /mh	33,908										
56				Deputy Construction Manager - Rich Gomez	2.00 Mo.	39,126	19,563 /Mo.	19,562.84 /Mo.		/Mo.	/Mo.	/Mo.	173.000 mh / Mo.	346	113.08 /mh	39,126										
57				Startup & Commissioning Engineer - Scott Lacy	2.00 Mo.	39,624	19,812 /Mo.	19,811.96 /Mo.		/Mo.	/Mo.	/Mo.	173.000 mh / Mo.	346	114.52 /mh	39,624										
58				Project Engineer - Andrea Farias	2.00 Mo.	24,185	12,093 /Mo.	12,092.70 /Mo.		/Mo.	/Mo.	/Mo.	173.000 mh / Mo.	346	69.90 /mh	24,185										
59				Project Engineer - Javier Martinez	1.00 Mo.	8,967	8,967 /Mo.	8,966.59 /Mo.		/Mo.	/Mo.	/Mo.	173.000 mh / Mo.	173	51.83 /mh	8,967										
60				Jobsite Accountant	2.00 Mo.	11,764	5,882 /Mo.	5,882.00 /Mo.					173.000 mh / Mo.	346	34.00 /mh	11,764										
61				General Superintendent - Jayd Burrows,	2.00 Mo.	34,396	17,198 /Mo.	15,748.19 /Mo.	850.00 /Mo.		500.00 /Mo.	100.00 /Mo.														



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 16**

**January 13, 2021**

**File No. 0610-90**

SUBJECT: Future Agenda Item Policy

DEPARTMENT: Deputy Mayor Morasco

RECOMMENDATION:

None

BACKGROUND:

At the December 16, 2020 City Council Meeting, Deputy Mayor Morasco requested that an item be placed on the City Council meeting agenda to review the policy that allows for individual Councilmembers to place items on the Future Agenda.

The Rules of Procedure for City Council Meetings and City Council Policies outlined in Section (A) 10 of Resolution No. 2019-65 states that, "Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by City staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming."

To the extent the City Council desires to make changes or amendments to this provision of Resolution No. 2019-65, a new resolution would need to be adopted reflecting those changes. This is a matter fully within the discretion of the City Council.

Staff are prepared to make any such changes and bring forward a new resolution for adoption as requested.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Zack Beck*, City Clerk

01/06/21 4:26 p.m.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 17**

**January 13, 2021**

**File No. 0610-90**

SUBJECT: Review of City Council Meeting Start Time

DEPARTMENT: Deputy Mayor Morasco

RECOMMENDATION:

None.

PREVIOUS ACTION:

On April 10, 2019, the City Council adopted Ordinance No. 2019-05 which amended Article 2, Chapter 2 of the Escondido Municipal Code to move the Closed Session Meeting to 5:00 p.m. and the Regular City Council Meeting time to 6:00 p.m.

BACKGROUND:

At the December 16, 2020 City Council Meeting, Deputy Mayor Morasco requested that an item be placed on the City Council meeting agenda to review the current start time for the City Council regular meetings.

Article 2, Section 2-21 of the Escondido Municipal Code states that, “ (a) The regular meeting time for the Escondido City Council will be on the first four (4) Wednesdays of each month, commencing with closed session items at 5:00 p.m. and a regular public meeting at 6:00 p.m. Such meetings may be canceled from time to time depending on the number of agenda items, availability of council members or related circumstances. Unless publicly noticed otherwise, all meetings shall take place at Escondido City Hall, 201 North Broadway, Escondido, California.”

Additionally, the start time for City Council meetings and closed session is referenced in Section (A) 1 of Resolution No. 2019-65R, the Rules of Procedure for City Council Meetings and City Council Policies.

To the extent the City Council wishes to make any changes to the start time of the regular council and closed session meetings, the Code and Resolution 2019-65R will need to be amended. Any such changes are within the discretion of the City Council.

Staff are prepared to make any such changes and bring forward an ordinance and new resolution for adoption as requested.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Zack Beck*, City Clerk

01/06/21 4:26 p.m.



# FUTURE CITY COUNCIL AGENDA ITEMS

Updated January 7, 2021

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.  
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

**January 20, 2021 NO MEETING (MLK Day)**

**January 27, 2021  
6:00 p.m.**

### CONSENT CALENDAR

**Third Amendment to the Regulatory Agreement and Declaration of Restrictive Covenants for Heritage Park Apartments**  
(C. Holmes)

*The Escondido Community Development Commission issued Multifamily Housing Revenue Bonds in 1985 to assist with the construction of the Heritage Park Apartments. In order to qualify for the financing and comply with applicable tax laws, certain affordability requirements were agreed to in a Regulatory Agreement. The Project Owner is requesting a Third Amendment to the Regulatory Agreement to modify the restricted rents that the Developer may collect from Lower-Income Tenants.*

**Memorandum of Understanding Between the City of Escondido and the Fire (FIR) Bargaining Unit**  
(J. Perpetua)

*Representatives from the FIRE (FIR) Bargaining Unit and the City of Escondido have met and conferred in good faith regarding salary and working conditions.*

**Memorandum of Understanding Between the City of Escondido and the Police-Sworn (POL) Bargaining Unit**  
(J. Perpetua)

*Representatives from the Police-Sworn (POL) Bargaining Unit and the City of Escondido have met and conferred in good faith regarding salary and working conditions.*

**PUBLIC HEARINGS**

**General Plan Amendment, Specific Plan Amendment, Density Transfer Agreement, Planned Development Permit (Master and Precise Development Plan), Specific Alignment Plans, Grading Exemptions, Tentative Subdivision Map, and Non-Emergency Demolition Permit; and Final Environmental Impact Report for the Palomar Heights Project (SUB 18-0011, PHG 18-0049, and ENV 18-0009)**  
(M. Strong)

*The project proposes to construct 510 residential dwelling units (258 for-rent apartments, 90 for-rent senior apartments, and 162 for-sale row-homes and villas) and up to 10,000 square feet of commercial/office space on properties formerly occupied by the Palomar Hospital Downtown Campus and surrounding buildings (all of which would be demolished to accommodate the project). All units would be mapped as condominiums, however it is anticipated that only the row-homes and villas would be sold at this time. Valley Boulevard would become a one-way street (northbound-only) with parking on both sides. Commercial components of the project would be located at the E. Grand Avenue/Valley Boulevard intersection. The project would require make use of 13 dwelling units from the City's downtown Density Credit Pool for the senior apartment building (west of Valley Boulevard), but would be placing excess 861 dwelling units from the main portion of the project (east of Valley Boulevard) back into the pool. Valley Boulevard would become a one-way street (northbound-only), with on-street parking on both sides. The proposal also includes a request to certify the Final Environmental Impact Report for the project and adopt the related Findings and Mitigation Monitoring and Reporting Program.*

**CURRENT BUSINESS**

**Building Permit Plan Check Services Contract Award**  
(M. Strong)

*The City contracts out building permit plan check services. The current contract with EsGil has expired and extends provisionally on a month to month basis. This agenda item is intended to authorize a formal extension, or to enter into a new contract with a new firm through a competitive procurement process.*

**FUTURE AGENDA ITEMS**



# Weekly Activity Report



January 7, 2021

## COVID-19 UPDATES



### LED Street Light Conversions

Escondido's Public Works Department is in the process of retrofitting City sidewalk streetlights to a newer, more efficient LED version. These new LED's provide directional lighting, are 50% more efficient and significantly lower maintenance and operation costs. They will result in fewer outages and reflect the true color of objects, resulting a safer Escondido.

### Escondido's Graffiti Program Highlighted by APWA

The American Public Works Association has highlighted Escondido's use of technology to help combat graffiti in the City. By combining mapping technology, a mobile app for employees and the ReportIt! application, the graffiti eradication program now reports tags being removed within 24 hours or less. Read more about how we are using this technology to keep Escondido clean and safe [here](#), and make sure to download the ReportIt! app from your smartphone's app store today to help out.



### Small Business COVID Relief Grants

The State of California has launched the website for small business and nonprofit COVID-19 Relief Grants. The application period opened on December 30, 2020 and will end on January 13.

This grant provides micro grants ranging from \$5,000 to \$25,000 to eligible small businesses and nonprofits impacted by COVID-19 and the related health and safety restrictions.

Visit [www.CaReliefGrant.com](http://www.CaReliefGrant.com) for more information and to apply.

#### California Small Business COVID-19 Relief Grant Program





## **Survey – Futsal Courts in Washington Park**

The City has an exciting opportunity to provide more space to play soccer in our community by installing two futsal courts, otherwise known as Mini-Pitch Systems, in Washington Park. Mini-Pitches are essentially hard surface soccer arenas that are typically installed on underutilized tennis and basketball courts. Washington Park is being considered for this opportunity because of the existing infrastructure that would lend itself to this project at no cost to the City.

Let us know what you think here: <https://recreation.escondido.org/survey>



## **POLICE DEPARTMENT UPDATES:**

### **Stabbing Incident Linked to Escondido**

On December 27, 2020, California Highway Patrol responded to a call for help in the area of I-8 and Sunrise Hwy. They discovered an adult male victim who had been stabbed multiple times in the chest and stomach. The victim stated that he had been picked up in Escondido where the stabbing was believed to have occurred. Escondido detectives began investigating, but quickly learned that there was more to the story. Although the victim lives in Escondido and was picked up in the city, the stabbing did not occur in the city and the suspects are believed to be acquainted with the victim. Escondido detectives are assisting the Sheriff's Department who are now the lead agency on the investigation.

### **Suspects Arrested in Two Separate Burglaries**

On January 1, officers responded to the parking lot of Daley Ranch regarding three subjects seen breaking into a parked car. Officers detained all three suspects and determined that they were responsible for breaking into two cars. Less than an hour later, officers responded to a residence in the 1900 block of Sunset Dr. regarding a suspect who had just broken into an occupied house. Responding officers observed the suspect running away from the area and tracked him down to a nearby apartment where he was taken into custody. Officers discovered that he was on parole for burglary. Police were able to book all four suspects into jail for burglary related charges.

## **Community Engagement:**

### **Secret Santa Brings Much Needed Holiday Cheer**

For several years now, an anonymous donor has gifted the Escondido Police Department with generous cash donations for officers to pass out to residents in need over the holidays. This holiday tradition has been such a blessing for our officers and the community. As patrol officers encounter folks in need throughout their shift, they are able to bring a little joy to what otherwise may be a depressing encounter. Most of the recipients are victims of a crime and the money is able to restore some of their loss or uplift their spirits. We are so thankful to have the opportunity to participate in this truly charitable program that exemplifies the traditional holiday spirit.

## **Community Tools:**

- [www.arjis.org](http://www.arjis.org) For crime data/mapping, Megan's Law info, etc.
- [www.myneighborhoodupdate.net](http://www.myneighborhoodupdate.net) Search for Escondido, CA to see radio call information.

## **Tip of the Week:**

As we begin a new year, let's all do our part to help keep Escondido safe. Please drive sober and obey traffic laws, report graffiti on the Report-It App, don't fall prey to online or phone scams, and don't leave valuables in your parked cars. Together, we can make a difference in our community.

## **FIRE DEPARTMENT UPDATES:**

On December, 29, 2020, crews from Fire Stations 1, 2 and 7 conducted joint advanced rescue training along with City Park Ranger staff at Lake Dixon in a rock-climbing area. This training helped Firefighters and Rangers practice and improve skills together.

On December, 29, 2020, at approximately 1:57 a.m., Firefighters responded to a two-story home on Jeffery Avenue that had a fire in the garage that extended into the living area. The home sustained extensive smoke damage to both the first and second stories. Fire damage was limited to the area directly adjacent to the garage, but the home required extensive overhaul to ensure fire had not entered any void spaces. No civilians or firefighters were injured.

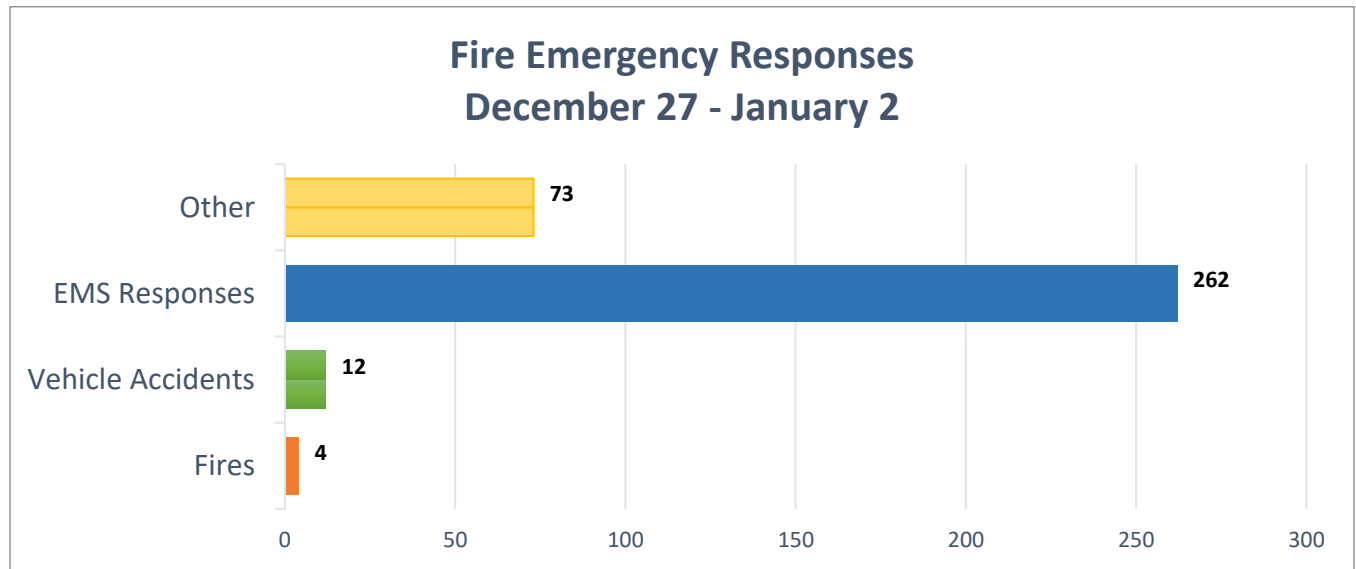


On January 1, at approximately 2:15 p.m., the Escondido Fire Department was dispatched to a reported fire at an apartment complex on Rock Springs Road. Firefighters reported smoke from a distance and upon arrival found an apartment on the second floor fully involved in fire that was threatening adjoining units. Aggressive firefighting contained fire damage to a single apartment, however, a second apartment sustained significant water damage. One apartment resident was evaluated for a minor injury that did not require treatment. A Building Inspector evaluated the damaged apartments and deemed both uninhabitable. SDG&E restored electrical service to the adjacent apartments that were not damaged by the fire.



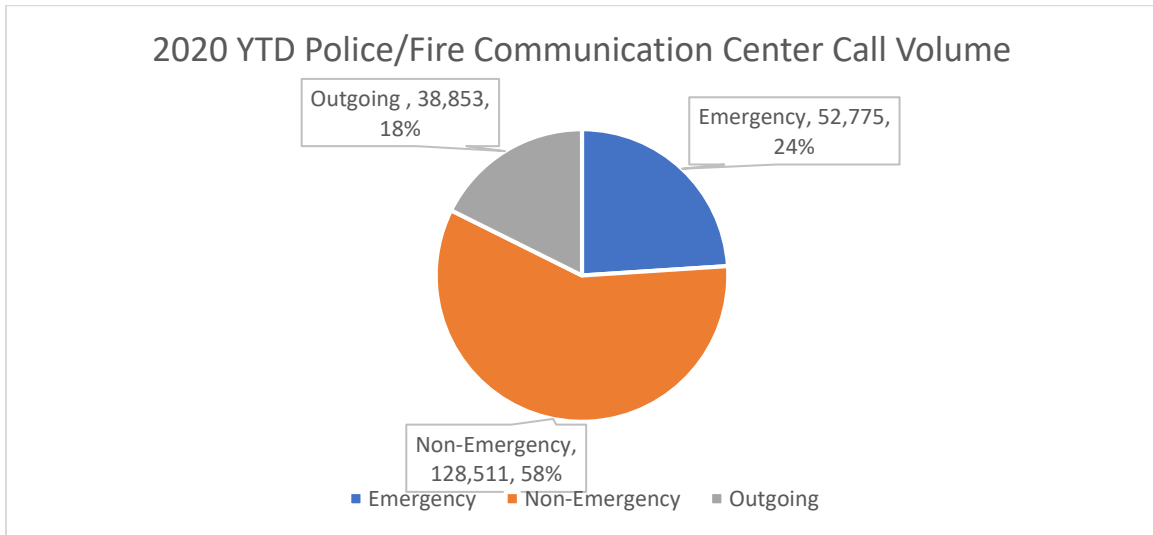
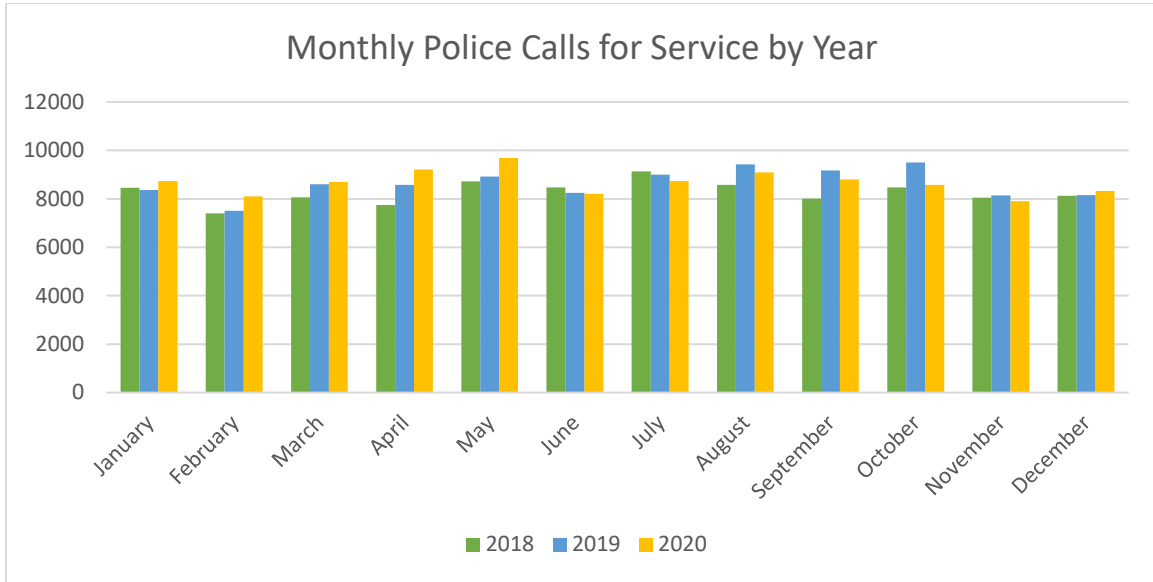
## BY THE NUMBERS

### Fire:

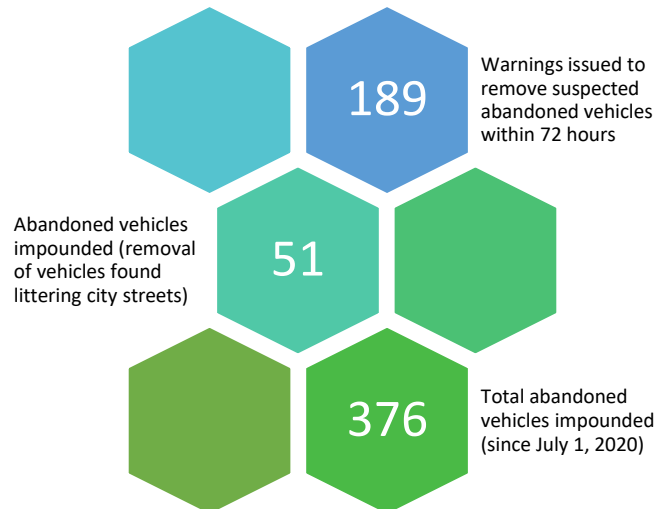


Total Emergency Responses (Year to Date)	15,264
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**Police:**

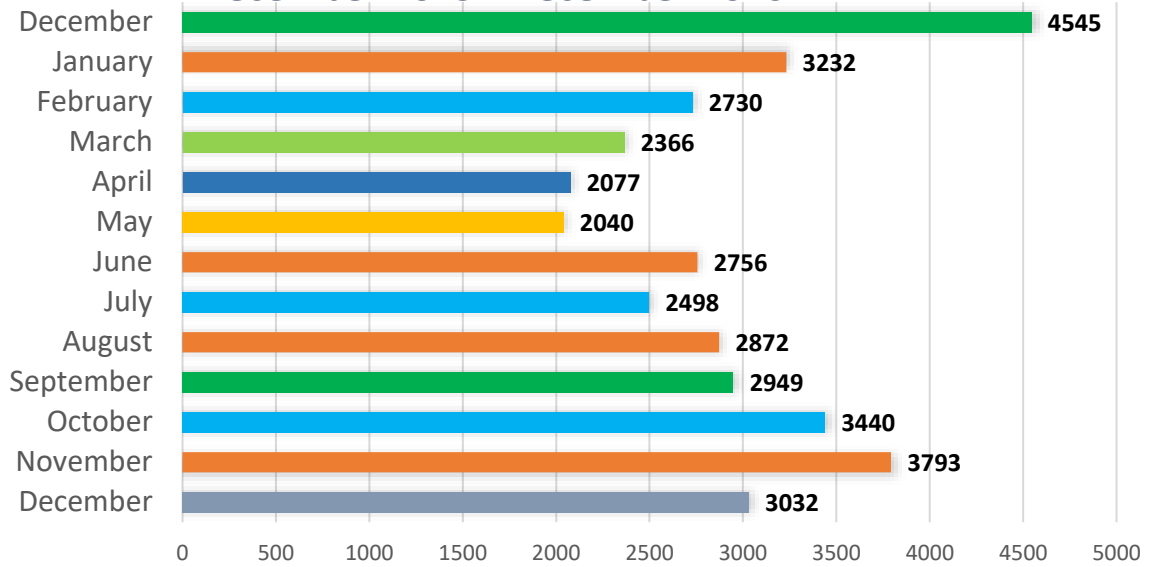


**December Abandoned Vehicle Data**

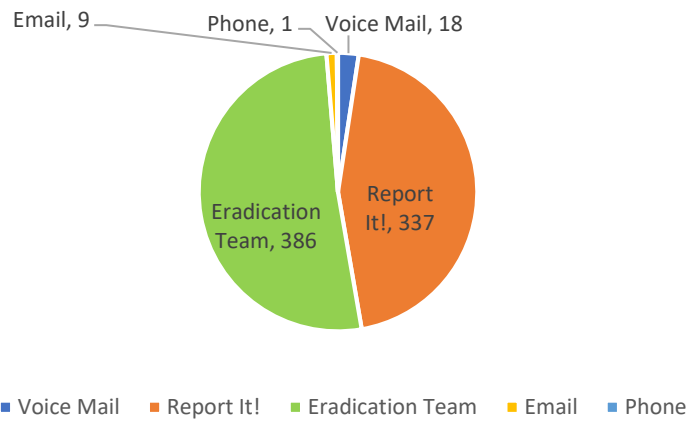


**Public Works:**

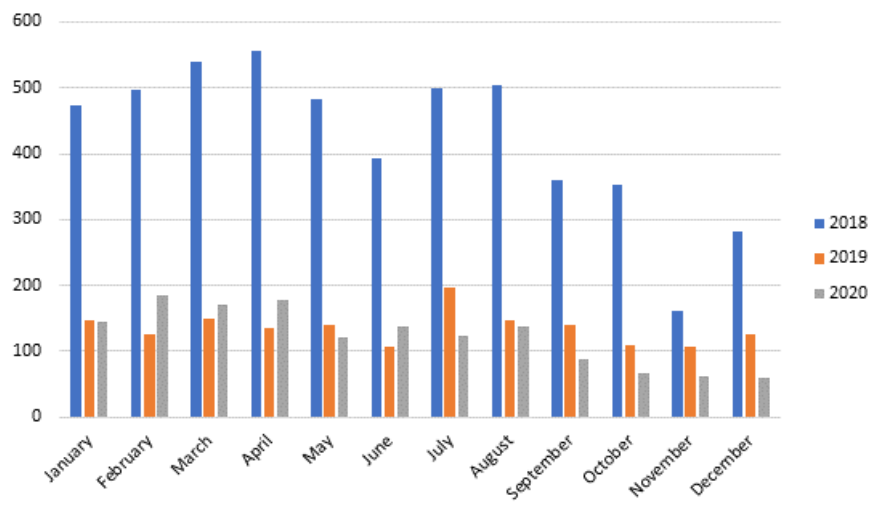
**Number of Graffiti Tags Removed  
December 2019 - December 2020**



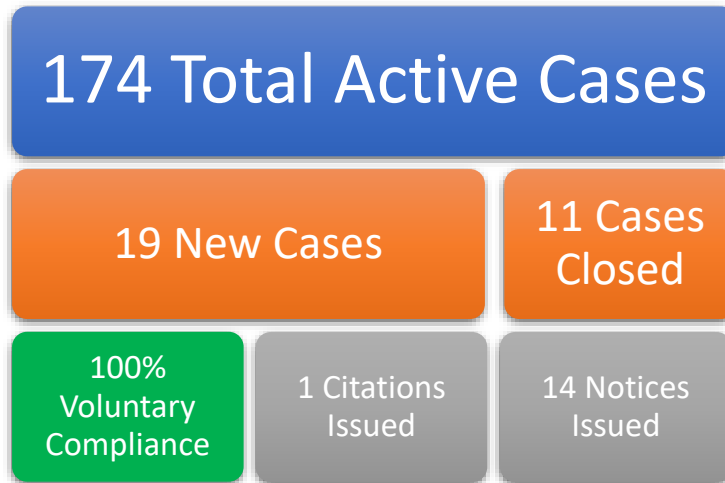
**How Graffiti Was Reported - December 2020**



**NUMBER OF SHOPPING CARTS REMOVED**

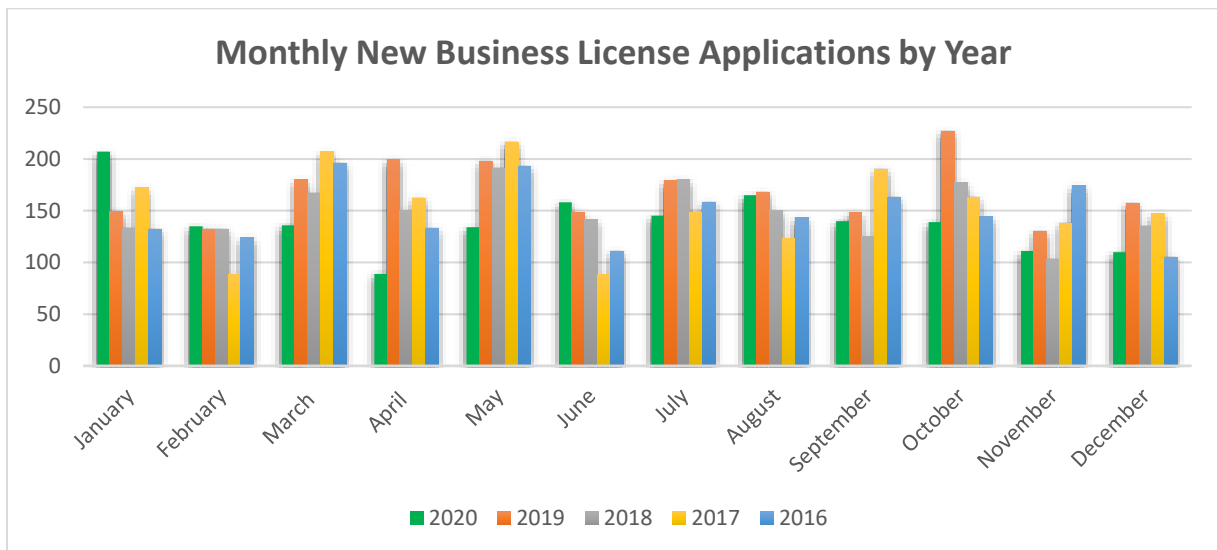


**Code Enforcement:**



Total Code Cases (Year To Date)	2,657
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**Business Licenses:**



**Graffiti Restitution:**

Collected Past Week	Collected Year to Date
\$173.96	\$173.96

## COMMUNITY DEVELOPMENT & ENGINEERING

### Building Permits and Inspections:

1. During the week that marked the end of 2020, the counter staff conducted in person meetings with 62 applicants and was able to process 92 applications and issue 87 permits.
2. The total permit valuation for the week was \$671,361.00
3. The inspection staff completed 160 building inspections.

### Development and Capital Projects Update:

Curious what's happening with development projects around the city? See below for milestone activities that have happened since last week. Skip to the bottom of this section for a list of projects that are in progress but do not have an update this week. To learn about previous applications for residential and commercial development permits, please visit the [Development Project Information Archive](#) page or contact the [Planning Division](#).

#### Commercial / Office / Industrial:

1. 7-Eleven Gas and Convenience Store – (Developer: Golcheh Group) 900 W. Mission Ave. – A proposal to relocate a 7-Eleven from the northeastern corner of Mission/Rock Springs to the northwestern corner and add a gas station. The request includes a new 4,000 square foot convenience store with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) vehicles. The Planning Commission reviewed the application on December 16, 2020 and voted to recommend approval to the City Council. The City Council is the final decision-maker for this project. As of this writing, the project is tentatively scheduled to be reviewed and considered by the City Council on January 13, 2021.
2. Carvana – (Developer: Jo Ryan, Carvana) 559 N. Hale Avenue – An approved vending machine car dealership. The project consists of an approximately 5,800 square feet, eight-(8) tier glass and steel tower structure up to 75 feet in height. Demolition of the old Talone's Meat Market has started. After it is completed, site improvements will be made to implement the project.

#### Housing:

3. Oak Creek (Builder: KB Homes) – this is an approved residential project for 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane. KB Homes has started the road widening improvements for the section of Hamilton Rd between Felicita and Miller along with a section of Hamilton east of Miller. The scope of work will include new sidewalk, curb and gutter along with road widening improvements. Work will be completed in two phases. Phase I will focus the south side of Hamilton. Hamilton will be restricted to a single lane west bound travel with east bound traffic detoured. Phase II will complete the north side of Hamilton. Work is schedule to start the first week in January and be completed by mid-February. Message boards have been placed notifying residents of the road work, closure and detours.



4. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue. The developer, Trumark, has nearly completed onsite water, storm drain and sewer utilities. The contractor is now focusing on new home construction.
5. Habitat for Humanity 10-Unit Condominium Development (Developer: San Diego Habitat for Humanity). This is a Tentative Subdivision Map and Condominium Permit for a residential project involving 10 condominium units at 245 E. El Norte Parkway. All units will be for sale to low-income households. The project was taken to the Planning Commission hearing on November 10, 2020. The Planning Commission voted to recommend approval of the project, with the addition of a condition requiring the unit garages to be sized to accommodate individual trash bins in addition to vehicles (as an alternative to a common trash enclosure at the center of the site). The project was reviewed and considered by the City Council on December 16, 2020. The project was unanimously approved. The next step is to process and approve engineering and building plans before construction can begin.
6. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) - 137 townhome condo units on both sides of Nutmeg between I-15 and Centre City Parkway. The northern portion of the project was approved by the City Council in November 2019. The applicant is now requesting plan approvals for the southern portion. The southern portion was reviewed and approved by the Planning Commission at their meeting on October 13, 2020. The City Council conducted the public hearing for this project on November 18, 2020 and approved the project. The second reading of the ordinance was approved on December 16, 2020. The next step is to process and approve engineering and building plans before construction can begin.
7. Jack's Creek TR 951 and SUB 17-0026 – (Developer New Pointe Development). A 12-lot, single-family residential subdivision on 3.31 acres. The site is located at the westerly terminus of Jack's Creek Road, north of El Norte Parkway, addressed as 640 Oakwood Creek Glen, formally 2888 E. Washington Avenue. The contractor has completed the grading for 10 of the 12 new home pads. Framing has started for six of the homes.
8. Palomar Heights (Developer: Ninia Hammond, Integral Communities) – Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units with 10,000 square feet of commercial. The project was reviewed and considered by the Planning Commission at their meeting on September 22, 2020. With a 4-2 vote, the Planning Commission is recommending City Council approval of the project, with the added condition that inclusionary housing be considered as part of the project. City Council is the final decision-maker for this project. A public hearing date has not been set, however it is anticipated that the City Council will review and consider the project in early 2021. A project webpage containing draft documents and plans can be accessed at the following link:  
<https://www.escondido.org/palomarheights.aspx>
9. The Villages at Escondido Country Club (Builder: Lennar Homes) 380 residences located on the former golf course off of Country Club Lane, north of El Norte Parkway. In Village I, Lennar has opened the model homes to the public. Eighteen homes are under contract. The Building Department issued the first 36 Photovoltaic permits (each home will have

solar). In Village II, final clearing and grubbing, along with rough grading has been completed. The contractor is working with the Vista Irrigation District to complete the realignment of their water main that crosses the project site. In Village III, rough grading is nearing completion and the contractor is installing the storm drain, private water, and sewer lines.

Final striping and signage have been installed at the Country Club/Golden Circle Traffic Circle.



#### City Projects or Other Capital Improvement Projects:

10. SDG&E 16" Gas Main Replacement – In January 2019, the CPUC's Safety Enforcement Division approved SDG&E's test or replace plan for Line 1600, a 16-inch natural gas transmission pipeline which was not strength tested in 1949 when it was constructed. This next phase of PSEP projects will include 19 separate projects that will take place in the cities of San Diego, Escondido and Poway, as well as the County of San Diego. As part of these projects, approximately 37 miles of existing pipe in more populated areas will be replaced and approximately 13 miles of existing pipe in less populated areas will be strength tested. Approximately 5.4 miles of replacement and 2.7 miles of strength testing is expected to occur in Escondido from 2020-2024. Phase 1 is complete. SDG&E is looking to initiate Phase 2. Construction is scheduled to conclude in July 2021. Potholing for the new gas main has started in the County section of the project along Bear Valley Parkway.
11. Spruce Street/Transit Center Pedestrian Bridge Project – The contractor, Palm Engineering, has completed two of the three channel reaches with planting remaining in one reach. The project has entered the final punch list phase for completion.
12. Storm Drain Pipe Lining and Rehabilitation Project Phase II - This project was awarded at the September 16, 2020 City Council meeting. The work consists of construction including: storm drain cleaning, inspection, CCTV, repairing and grouting of voids, point repairs, grouting of existing flow line, cured in place piping lining, storm drain structure floor repairs, post CCTV and inspection, overall rehabilitation of existing corrugated metal pipe storm drain systems. The pre-construction meeting for this project has been held.

13. Multi Neighborhood Street Light L.E.D. retrofit Project Phase II - This project generally consists of the removal of approximately 725 non-LED street light fixtures and safety light fixtures, and the replacement with specified LED street light fixtures and LED safety light fixtures at various locations within the City of Escondido. A pre-construction meeting will take place in the upcoming weeks.

### **Ongoing Projects - No Updates This Week:**

Projects that do not have any changes or updates this week will be listed here to indicate that they're still in progress. When an update occurs, the project will appear above in the Development and Capital Projects section.

#### Commercial / Office / Industrial:

14. Raising Cane's Restaurant – (Developer: Ada Fermin, PM Design Group) 1280 W. Valley Parkway – An approved demolition of vacant, former Coco's restaurant building and construction of new 3,744 square foot drive-through restaurant for Raising Cane's.
15. Mercedes Benz Expansion – (Developer: Jody Stout, Integrity Design and Construction) 1101 W. 9th Avenue – A Master and Precise Plan modification to demo the existing dealership showroom and construct a new showroom, office, parts storage and service building.
16. Burros and Fries - (MPA Architects) 1107 E. Valley Parkway – An approved 5,224 square foot commercial building, with associated landscaping and parking. The building includes a 1,850 square foot drive-through restaurant (Burros and Fries) and 3,374 square feet of additional retail space.
17. ERTC/Palomar Health Parking Structure (Developer: McCarthur Construction). An application request was received on October 21, 2020 to build 1,906 parking spaces at the new hospital campus. The proposed parking garage is six stories.

#### Housing:

18. Villa Portofino – (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd.
19. Hacienda De Vega Redevelopment – (Developer: Tony Cassolato) An approved proposed residential condominium development consisting of 42 three-story attached townhomes on 1.75 acres.
20. Harvest Hills, formerly called Safari Highlands Ranch (Developer: Jeb Hall, Concordia Homes) - 550 residential subdivision, east of Rancho San Pasqual. A project webpage containing draft documents and plans can be accessed at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

21. North Avenue Estates (Developer: Casey Johnson) – This is an approved residential project for 34 lots at North Avenue/Conway Drive.
22. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) - 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch. A project webpage containing draft documents and plans can be accessed at the following link:  
  
<https://www.escondido.org/daley-ranch-resort-specific-plan.aspx>
23. Del Prado (Developer: Kerry Garza, Touchstone Communities) – An approved 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road.
24. Pradera (Developer: Moses Kim, Lennar Homes) – This approved project consists of a 70-unit single-family development located at the northeastern corner of Ash Street and Lehner Avenue.
25. Casa Mercado Apartments (Developer: Paul Mayer, Pemcor) – A four-story, 120-unit apartment complex on 2.31 acres on Second Avenue and Pine Street.
26. Fig Apartments (Developer Claude Marengo) – A 15-unit, three-story, multi-family residential apartment complex consisting of three stories on 0.59 acres.
27. Reed Road Assisted Living Facility (2525 Reed LLC) – A new residential care facility is proposed on a 4.2-acre site on 2525 Reed Road.
28. Iwashita Apartments (Developer: Iwashita Development) – A seven-story, mixed-use project at 322 S. Escondido Boulevard for 172 units.
29. Interfaith Recuperative Care Facility/Hotel – (Developer: Interfaith) 555 North Center City Parkway – Conversion of the existing lodging facility (America’s Best Value Inn) and construction of new residential care facility designed to provide quality emergency housing, services, and supervision to at-risk individuals, homeless, etc. The application proposes to conduct this service, and be permitted as a hotel.
30. Apollo Residential Care (NOAA Group) – An approved Conditional Use Permit for an assisted living and memory care facility, with 78 units accommodating 99 beds at 3141 East Valley Parkway.
31. East Valley Parkway Apartments (Developer: John Wurster) – A 50-unit mixed use affordable apartment complex consisting of four stories situated on a 21,000 square foot vacant parcel in the historic District of the Downtown.
32. Membrane-Filtration Reverse Osmosis Facility/MFRO (Developer: City of Escondido Utilities Department) 901 W. Washington.
33. Lake Wohlford Replacement Dam – the project involves a new dam downstream (west) of the existing dam and partial deconstruction of the existing dam. The replacement dam

would feature an outlet tower that is integrated into the dam's upstream face; the top of the existing outlet tower would be demolished, and the bottom of the existing outlet tower and the outlet pipe would be filled with sand and abandoned in place. The project would entail improvement and extension of an existing unpaved access road located west of the Lake Wohlford Marina, extending it to the right (north) abutment of the replacement dam.

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