

RECORDING REQUESTED BY
When recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Game
Wildlife Conservation Board
1416 Ninth Street
Sacramento, CA 95814

RECORDED IN
OFFICIAL RECORDS
OF SAN LEO COUNTY, CA.

88 DEC -1 PM 12:30

VERA L. LYLE
COUNTY RECORDER

Space above this line for Recorder's use

NO FEE

LEASE AND OPERATING AGREEMENT
FOR
OCEAN BEACH FISHING PIER

This Lease and Operating Agreement is made and entered into this 11th day of August, 1988, between the City of San Diego hereinafter called "Operator" and the STATE OF CALIFORNIA, acting through the Department of Fish and Game, hereinafter called "State". Operator and State hereby agree as follows:

I. RECITALS

- (a) Operator has under its control those certain lands described in Exhibit C hereof which Operator and State desire to use for wildlife related public recreation purposes.
- (b) The development, use, operation and maintenance of said lands on a cooperative basis between Operator and State is herein referred to as the "Project".
- (c) The lease of Operator's lands to State for purposes of the Project, and the development, use, operation and maintenance of said lands on a cooperative basis is in accordance with the authorization of State's Wildlife Conservation Board on August 11, 1988, and Operator's Resolution No. R-271394.

RECEIVED

NOV 4 1988

CHIEF COUNSEL
Department of General Services

II. GENERAL TERMS AND CONDITIONS

- (d) PROJECT NAME: The name of this project, as appearing in the heading hereof, shall be used in all documents, signs, publications, brochures, general literature or news releases, and Operator shall not rename the Project without the approval of State.
- (e) EXHIBITS: This agreement incorporates by reference Exhibit A (Standard Terms and Conditions), Exhibit B (Plans or Project Description) and Exhibit C (Project Area Legal Description).
- (f) PROJECT DEVELOPMENT: Any development or improvement of facilities on said area, as described in Exhibit B, will be carried out by separate agreement.
- (g) LEASE OF PROJECT LAND: Operator hereby grants and conveys to the State certain rights and interests in the land described in Exhibit C, herein referred to as "Project Area", as more particularly provided in Exhibit A.
- (h) TERM: The term of this agreement is twenty-five (25) years commencing with the date hereof. This agreement may be extended or amended by mutual agreement of the parties hereto, or terminated as hereinafter provided.
- (i) NOTICES: Notices required between the Operator and State will be deemed to have been given when mailed to the respective addresses below, first-class postage fully prepaid thereon:

To Operator: City of San Diego
202 C Street
San Diego, CA 92101

To State: Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

OPERATOR
City of San Diego

STATE OF CALIFORNIA
Department of Fish and Game

By *Coleman Conrad*
Coleman Conrad, Deputy City Manager

Date signed 10-10-88

By *John Schmitt*

Date signed 10/21/88

ATTEST: _____

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

By *John Schmitt*

<i>Kay</i>			
FORM	POLICY	BUDGET	<i>aw</i>
Department of General Services			
APPROVED			
<i>Fred W. Gustin</i>			
NOV 10 1988			
By	ELIZABETH YOST Chief Deputy Director		

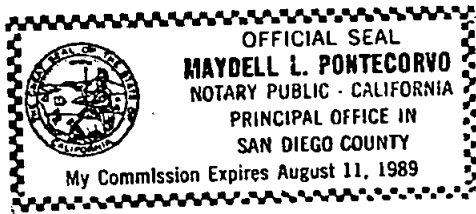
(A.1.51) Rev. 8/88

STATE OF CALIFORNIA)
)
 COUNTY OF SAN DIEGO)

ss.

On this 10th day of October 1988,
 before me, the undersigned, a Notary Public in and for said
 County and State, residing therein, duly commissioned and sworn,
 personally appeared Coleman Conrad, known to me to be
 the Deputy City Manager of the City of San Diego, the
 municipal corporation that executed the within instrument, and
 known to me to be the person who executed the within instrument
 on behalf of the municipal corporation therein named, and
 acknowledged to me that such municipal corporation executed the
 same.

IN WITNESS WHEREOF, I have hereunto set my hand and
 official seal in the County of San Diego, State of California,
 the day and year in this certificate first above written.



Maydell L. Pontecorvo
 Notary Public in and for the County
 of San Diego, State of California

STATE OF CALIFORNIA
)
 COUNTY OF Sacramento } ss.



On this 21st day of November, in the year 1988,
 before me Sandy Daniel,
 personally appeared W. John Schmidt,
 personally known to me (or proved to me on the basis of satisfactory
 evidence) to be the person who executed this instrument as _____
Executive Officer, Wildlife Conservation Board of State of California,
Department of Fish and Game and acknowledged to me that the
State of California, Department of Fish and Game, Wildlife Conservation Board
 executed it.

(This area for official notarial seal) WITNESS my hand and official seal.

(Ack. - Public Agency, 9/85)

Signed: Sandy Daniel
 Notary Public, State of California

PROJECT: Ocean Beach Fishing Pier
City of San Diego

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO
LEASE AND OPERATING AGREEMENT

I. LEASE

1. LEASED PREMISES: Operator hereby leases to State and State hires from Operator those certain lands described in Exhibit C hereof for the purposes of the Project.
2. RENT: The sole consideration of this lease shall be the public use and benefit resulting from the Project.
3. PURPOSE AND USE: The leased premises and every part thereof shall be used only for sport fishing and hunting or other wildlife-related or appropriate recreational activities. Subject to Paragraph 8 hereof, Operator may use the premises for temporary or special purposes through agreement with others. The premises and Project facilities shall be available without charge, and there shall be no restrictions to public ingress or egress at any time except when it is necessary to close the area for maintenance, repair, public safety, security, or for protection of the structure or facilities. Operator shall notify State within 48 hours of making such closures.
4. TITLE ASSURANCES: Operator shall retain ownership of or rights in all land within the Project area, subject to this agreement, and shall not sell, exchange, transfer, mortgage, or convey in any manner all or any portion of the real property described in Paragraph 1, or any land required for access thereto, without advance written approval of State. Operator warrants that there shall be no encumbrance, lien, easement, license, title, cloud or other interest which may interfere with the Project or use thereof by the public.

II. MAINTENANCE AND OPERATION

- 1
- 2 5. MAINTENANCE: Operator shall provide all normal Project maintenance
- 3 and operation of the area and improvements thereon for and in
- 4 accordance with the purposes expressed and, except for occurrences
- 5 beyond the control of the Operator, or "Acts of God", shall make all
- 6 reasonable and necessary repairs, replace broken, damaged or worn
- 7 structural components or fixtures so as to keep the structures and
- 8 facilities in a safe usable condition, and perform housekeeping opera-
- 9 tions as required so as to keep the premises and improvements clean,
- 10 attractive, and free of accumulations of litter, garbage, or debris.
- 11 Equipment and materials not needed for routine maintenance operations
- 12 shall not be stored or stockpiled on the premises.
- 13 6. PROJECT SIGNS: A Project sign and directional signs, if required, will
- 14 be provided and installed at Project cost, and maintained by Operator.
- 15 The Project sign shall show the name of the Project, the Operator and
- 16 the State agency or agencies involved. The location and makeup of the
- 17 Project sign or directional signs, including dimensions, materials and
- 18 lettering shall be as mutually agreed upon by Operator and State.
- 19 Directional signs shall also be installed and maintained by Operator as
- 20 required on or off the site to direct the public to the Project or
- 21 Project facilities, or for safe and appropriate public use of the area
- 22 and Project facilities.
- 23 7. ADDITIONAL IMPROVEMENTS: Except as provided by separate agreement as
- 24 hereinabove described, State shall not be obligated to make or cause to
- 25 be made any further developments or to make improvements or repairs to
- 26 any structures or facilities within the Project area. However,
- 27 Operator may at its own cost place or construct on the premises any
- 28 structures, alterations or improvements in addition to those set forth

and described herein as the Project, provided that they:

- (a) are in accord with the purposes herein set forth;
- (b) are constructed, maintained and operated for the use, enjoyment, service and protection of the public;
- (c) do not directly or indirectly reduce, restrict or interfere with the primary purposes of the Project; and
- (d) have the prior written approval of the State.

Any improvements made and installed on the premises at Operator's cost shall be and remain the property of Operator.

8. CONCESSIONS: Operator may enter into agreements with others to provide services, conveniences or facilities to complement the Project improvements provided that:

- (a) the purpose of any such agreement is consistent with the purposes and uses described herein;
- (b) any revenues received by Operator from such concession agreements are deposited in a special account identified with the Project and are used solely for operation and maintenance of Project;
- (c) Operator maintains adequate records of revenues and expenditures relating to any such concession agreements and makes them available for audit when requested by State; and
- (d) such agreements are approved by State prior to award.

III. GENERAL PROVISIONS

9. ASSIGNMENT: Operator shall not assign this agreement in whole or in part, nor delegate any of its rights, duties or interests unless otherwise specifically provided for in the agreement.

1 10. LIABILITY: Operator hereby waives all claims and recourse against
2 State including the right to contributions for any loss or damage
3 arising from, growing out of, or in any way connected with or incident
4 to this agreement or the Project except claims arising from the
5 concurrent or sole negligence of State, its officers, agents and
6 employees. Further, Operator shall indemnify, hold harmless, and
7 defend State, its officers, agents and employees against any and all
8 claims, demands, damages, costs, expenses or liability arising out of
9 the design, construction, operation, maintenance, existence or failure
10 of the Project. If State is named as co-defendant pursuant to
11 Government Code Sections 895 et seq., Operator shall notify State and
12 represent it, unless State elects to represent itself, in which case
13 State shall bear its own litigation costs, expenses and attorney's
14 fees.

15 11. INDEPENDENT CONTRACTOR: Operator and any of its officers, agents and
16 employees shall, in the performance of this agreement, act in an
17 independent capacity and not as officers, agents or employees of State.

18 12. NON-DISCRIMINATION: Operator hereby certifies that in the performance
19 of its responsibilities and duties under this agreement and any
20 assignment thereof and in the administration of any concession
21 agreement for services or accommodations, it will comply with all State
22 and Federal non-discrimination laws, and the area will be open and
23 accessible for the use and enjoyment of the general public on equal and
24 reasonable terms.

25 13. BREACH: In the event Operator fails to comply with any of the terms
26 and conditions of this agreement, State may, after written notice to
27 Operator to remedy the breach and a period of ninety (90) days, correct
28 any deficiency or cause of breach and charge Operator all costs in

connection therewith, including administrative costs.

14. TERMINATION: This agreement may be terminated by mutual consent of either party hereto by giving notice to the other party as herein provided.

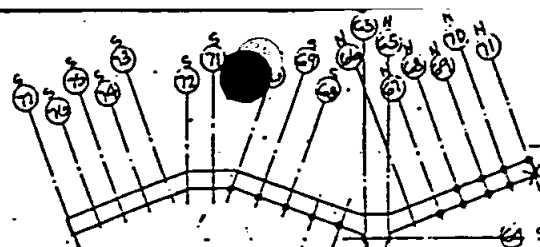
15. WAIVER OF RIGHTS: It is the intention of the parties to this agreement that from time to time either party may waive certain of its rights under the agreement. Any such waiver by the parties hereto of their rights with respect to default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any other default or matter.

16. REMEDIES NOT EXCLUSIVE: The use by either State or Operator of any remedy specified in the agreement for the enforcement of the agreement is not exclusive and shall not deprive the party using such remedy, or limit the application of any other remedy provided by law.

17. SUCCESSORS AND ASSIGNS: This agreement and all its provisions shall apply to and bind the successors and assigns of the parties hereto.

18. OPINIONS AND DETERMINATIONS: Where the terms of the agreement provide for action to be based upon the opinion, judgement, approval, review, or determination of either State or Operator, such terms are not intended to be and shall never be construed as permitting such opinion, judgement, approval, review or determination to be arbitrary, capricious or unreasonable.

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SHEETS 10, 11, 12, 20, 21, 22
NORTH TO SOUTH

SHEETS 9, 19
FOR DAMAGE INDICATIONS

SHEETS 8, 18
FOR DAMAGE

SHEETS 7, 17

SHEETS 6, 16

SHEETS 5, 15

SHEETS 4, 14
FOR DAMAGE

SHEETS 3, 13
FOR DAMAGE

NOTES:

1. O : INDICATES PILE INSPECTED BY BOAT.
2. X : INDICATES PILE WHERE DAMAGE OBSERVED, SEE REFLECTED SOFFIT PLANS FOR DETAILS.

E.J. #4

20' OCTAGONAL PILES
16' OCTAGONAL PILES

E.J. #3

E.J. #2

E.J. #1

STA. 19+36

STA. 16+40

STA. 11+60

STA. 6+80

STA. 3+80

STA. 2+30

STA. -0+55

SCALE: 1" = 150'

CLIENT: CITY OF SAN DIEGO
PROJECT: O.B. PIER REPAIR
SUBJECT: PIER PLAN (REFERENCE)

W.D. NO 86039
DATE 8-14-87
BY CBS
SHEET 2 OF



FERVER ENGINEERING
SAN DIEGO

OCEAN BEACH FISHING PIER
AGREEMENT WC-1415
EXHIBIT B, PAGE 1

COST ESTIMATE

CLIENT: City of San Diego

DATE: 7/31/87

PROJECT: OCEAN BEACH FISHING PIER REPAIR

BY: RED

FILE NO: 86039

SHEET 1 OF 5

DESCRIPTION	UNITS	QUANTITY	UNIT COST	C O S T
SUMMARY				
BUY MATERIALS				187,290 A
EQUIPMENT AND RENTALS				153,480 B
WORKING CREW				729,600 C
SUBTOTAL				1,070,370
GENERAL REQUIREMENTS			10%	107,037
SUBTOTAL				1,177,407
CONTRACTOR OVERHEAD AND PROFIT			15%	176,611
SUBTOTAL				1,354,018
CONTINGENCY ALLOWANCE			10%	135,402
TOTAL				1,489,420

NOTE: COST OF SUCH THINGS AS ENGINEERING, PROJECT ADMINISTRATION, INSPECTIONS, PERMITS, INFLATION FACTOR AND THE LIKE ARE NOT INCLUDED ABOVE.

OCEAN BEACH FISHING PIER
AGREEMENT WC-1415
EXHIBIT B, PAGE 2

COST ESTIMATE

CLIENT: City of San Diego

DATE: 7/31/87

PROJECT: OCEAN BEACH FISHING PIER REPAIR

BY: RED

FILE NO: 86039

SHEET 2 OF 5

DESCRIPTION	UNITS	QUANTITY	UNIT COST	C O S T
BUY MATERIALS A				
LONGITUDINAL BEAMS TO BE ADDED TO SELECTED BAYS, IN PIER DECK, CAST-IN-PLACE CONCRETE				
- REINFORCING STEEL EPOXY COATED	LB	70,100	.45	31,545
- CONCRETE, REGULAR WEIGHT PORTLAND CEMENT CONCRETE	CY	210	75.00	15,750
- SILANE COATING (6,720SF)	GAL	54	35.00	1,890
- EPOXY COATING FOR IN PLACE EXISTING STEEL	LS			100
PILE CAPS, REPAIR REINFORCING STEEL AND APPLY POLYMER CONCRETE				
- REINFORCING STEEL	LB	850	.45	383
- REINFORCING STEEL BAR SPLICE DETAIL MATERIAL	EA	184	1.00	184
- TROWEL ON SIKATOP 122	CF	432	87.72	37,895
- EPOXY COATING FOR IN PLACE EXISTING STEEL	LS			100
PIER DECK TOPPING SLAB, REPAIR SPALLS AND CRACKS				
- EPOXY COATING FOR IN PLACE EXISTING STEEL	LS			100
- MORTAR, SELF LEVELING TYPE, SIKATOP 111	CF	324	80.72	26,153
- EPOXY BINDER FOR CRACK INJECTION (80LF)	GAL	2	43.47	87
PIER DECK UNDERSIDE SOFFITS, REPAIR SPALLS AND CRACKS				
- EPOXY COATING FOR IN PLACE EXISTING STEEL	LS			100
- TROWEL ON SIKATOP 122	CF	648	87.72	56,843
- EPOXY BINDER FOR CRACKS INJECTION (385LF)	GAL	7	43.47	304
PIER PILES, REPAIR CRACKS, CHIP OUT AND APPLY POLYMER CONCRETE (14 LOCATIONS)				
EPOXY INJECTION (2 LOCATIONS)				
- EPOXY COATING FOR IN PLACE EXISTING STEEL	LS			100
- TROWEL ON SIKATOP 122	CF	41	87.72	3,597
- EPOXY BINDER FOR CRACK INJECTION (6LF)	GAL	1	43.47	43

COST ESTIMATE

ENT: City of San Diego
 PROJECT: OCEAN BEACH FISHING PIER REPAIR
 FILE NO: 86039

DATE: 7/31/87

BY: RED

SHEET 3 OF 5

DESCRIPTION	UNITS	QUANTITY	UNIT COST	C O S T
BUY MATERIALS (CONT'D.)				
EXPANSION JOINT REPAIRS				
- EPOXY COATING FOR IN PLACE	LS			100
STEEL PLATES				
- GALVANIZED STEEL REPLACEMENT				
PLATES (5-1/4" X 1 1/2") AND				
(3-1/4" X 15")	LB	900	1.50	1,350
- MACHINE SCREWS, SS	LS			200
- ELASTOMERIC BEARING PAD				
REPLACEMENT 4- 8" X 5" X 2 1/2"	LB	30	5.00	150
- STAINLESS STEEL BEARING PAD				
PLATE 1- 11 1/2" X 1/4" X 8"	LB	7	7.50	53
MATERIALS CONTINGENCY ITEMS				
- SIKATOP WASTE ALLOWANCE	CF	56	80.72	4,520
- EPOXY BINDER WASTE ALLOWANCE	GAL	1	43.47	43
- EPOXY COATING WASTE ALLOWANCE	LS			100
GUARDRAIL				
- MISCELLANEOUS MINOR DETAIL				
MATERIALS (5,290LF)	LS			2,500
- PAINT	GAL	300	10.00	3,000
LIGHT POLES				
- CRACK FILL MATERIAL	LS			100
TOTAL BUY MATERIALS				187,290 A

COST ESTIMATE

CLIENT: City of San Diego

DATE: 7/31/87

PROJECT: OCEAN BEACH FISHING PIER REPAIR

BY: RED

FILE NO: 86039

SHEET 4 OF 5

DESCRIPTION	UNITS	QUANTITY	UNIT COST	C O S T
EQUIPMENT ACQUISITION AND RENTALS B				
SCAFFOLD SYSTEM, BUY AND FABRICATE SCAFFOLDING SYSTEM TO HANG FROM UNDERSIDE OR PIER, COVER ABOUT 7-BAYS/REUSE ABOUT 13 TIMES	SF	4,200	14.50	60,900
BEAM FORM SETS				
2 SETS/REUSE ABOUT 40 TIMES	SF	168	15.00	2,520
ARC WELDING SETS (1)	MO	12	500.00	6,000
EPOXY INJECTION SET (1)	MO	12	100.00	1,200
CONCRETE BUGGIES (2)	DAY	90	180.00	16,200
CHIPPING HAMMERS (4)	MO	12	480.00	5,760
AIR COMPRESSORS (2)	MO	12	1,500.00	18,000
SAND BLAST ASSEMBLY (1)	MO	12	1,000.00	12,000
CORE DRILL (1)	MO	12	375.00	4,500
CONCRETE SAW (1)	MO	12	550.00	6,600
ENGINE GENERATOR SET (1)	MO	12	950.00	11,400
MISCELLANEOUS RENTAL ITEMS	MO	12	250.00	3,000
MISCELLANEOUS SMALL TOOLS	MO	12	150.00	1,800
MISCELLANEOUS EXPENSES	MO	12	300.00	3,600
TOTAL EQUIPMENT ACQUISITION AND RENTALS				153,480 B
WORKING CREW C				
WORKING FOREMAN (1)	MO	13	4,600.00	59,800
SCAFFOLD PLACING (3)	MO	12	10,200.00	122,400
CHIPPING, SURFACE PREPARATION AND CRACK PREPARATION (4)	MO	12	13,600.00	163,200
FORMS, REBAR PLACING AND REBAR WELDING, REBAR COATING AND COATING TOUCH-UP (1)	MO	12	3,400.00	40,800
CAST-IN-PLACE CONCRETE PLACING, POLYMER CONCRETE PATCHING AND EPOXY INJECTION (4)	MO	11	13,600.00	149,600
FORM STRIPPING, POINT-UP AND INSPECTION (1)	MO	11	3,400.00	37,400
SCAFFOLD REMOVAL (3)	MO	11	10,200.00	112,200
MISCELLANEOUS TOPSIDE WORK AND STANDBY (1)	MO	13	3,400.00	44,200
TOTAL WORKING CREW				729,600 C

OCEAN BEACH FISHING PIER
LEASE & OPERATING AGREEMENT
EXHIBIT C, LEGAL DESCRIPTION

PARCEL 1:

All that portion of the tidelands and of the submerged lands, lying within the boundaries of the City of San Diego, TOGETHER WITH that portion of Niagara Avenue and Ocean Boulevard as said Niagara Avenue and Ocean Boulevard are shown on Map No. 279, filed in the Office of the County Recorder of said San Diego County, May 28, 1939, in the City of San Diego, State of California, lying within a strip of land 80.00 feet wide the center line of which is described as follows:

Commencing at an intersection of the center line of Niagara Avenue and the Southwesterly prolongation of the Northwesterly line of Block 72 of OCEAN BEACH, according to Map thereof No. 279, filed in the Office of the County Recorder of said San Diego County, May 23, 1939; thence along the center line of said Niagara Avenue, South 53° 52' 33" East 56.20 feet to the TRUE POINT OF BEGINNING; thence retracing along said center line and the Northwesterly prolongation thereof North 53° 52' 33" West 306.20 feet.

PARCEL 2:

All that portion of the tidelands and of the submerged lands lying within the boundaries of the City of San Diego, County of San Diego, State of California, lying within a strip of land 600.00 feet wide lying 300.00 feet on either side of the following described center line:

Commencing at an intersection of the center line of Niagara Avenue and the Southwesterly prolongation of the Northwesterly line of Block 72 of OCEAN BEACH, according to Map thereof No. 279, filed in the Office of the County Recorder of said San Diego County, May 23, 1939; thence along said center line and the Northwesterly prolongation thereof, North 53° 52' 33" West 250.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 53° 52' 33" West 159.68 feet; thence South 89° 37' 27" West 2120.35 feet.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERALOcean Beach Fishing Pier
San Diego CountySTATE OF CALIFORNIA
STD. 2 (REV. 2/85) (8/88)

- ☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 11th date of August, 19 88,
 in the State of California, by and between State of California, through its duly elected or appointed,
 qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer.	AGENCY Department of Fish and Game WILDLIFE CONSERVATION BOARD	CONTRACT NUMBER WC-1415	AM. NO.
City of San Diego		CONTRACTOR'S ID. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

THIS AGREEMENT for Ocean Beach Fishing Pier, San Diego County,
 is entered into pursuant to Section 1350 of the Fish and Game Code and in accordance with the
 Wildlife Conservation Board meeting of August 11, 1988, and Contractor's
 Resolution No. R-271394. The State and Contractor agree as follows:

- (a) Contractor's responsibilities and State's payments under this agreement include the provisions of Exhibit A and B attached hereto or made a part hereof by reference.
- (b) State will pay 50 percent of Contractor's actual and direct project costs including up to 10 percent for engineering and administration, said total payment not to exceed Five Hundred Thousand Dollars & No Cents (\$ 500,000.00).
- (c) The term of this agreement is from the date hereof to June 30, 19 90, provided that the time of completion shall be extended by delays actually incurred by "Acts of God", labor difficulties, unavailability of materials, or other events not reasonably foreseeable or controllable by Contractor.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Fish and Game WILDLIFE CONSERVATION BOARD		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) City of San Diego			
BY (AUTHORIZED SIGNATURE) X		BY (AUTHORIZED SIGNATURE) X			
PRINTED NAME OF PERSON SIGNING W. John Schmidt		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Executive Officer 1416 Ninth Street, Sacramento, CA 95814		ADDRESS 202 C Street, San Diego, CA 92101			
AMOUNT ENCUMBERED \$ 500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay		FUND TITLE Parklands		Department of General Services Use Only
UNENCUMBERED BALANCE \$	(OPTIONAL USE)				
ADJ. INCREASING ENCUMBRANCE \$	ITEM 3640-490 Reapprop. 3640-301-722(2) 11/85	CHAPTER 313	STATUTE 1978	FISCAL YEAR 88/89	
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 9210.12 (881841)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER X <i>[Signature]</i>		DATE 9/6/88			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY X		DATE			

STANDARD AGREEMENT - ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV. 2/85) (8/88)
San Diego County
OCEAN BEACH FISHING PIER
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 11th date of August, 1988,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer.	AGENCY Department of Fish and Game WILDLIFE CONSERVATION BOARD	CONTRACT NUMBER WC-1415	AM. NO.
City of San Diego		CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

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- (b) State will pay 50 percent of Contractor's actual and direct project costs including up to 10 percent for engineering and administration, said total payment not to exceed Five Hundred Thousand Dollars & No Cents (\$ 500,000.00).
- (c) The term of this agreement is from the date hereof to June 30, 1990, provided that the time of completion shall be extended by delays actually incurred by "Acts of God", labor difficulties, unavailability of materials, or other events not reasonably foreseeable or controllable by Contractor.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Fish and Game WILDLIFE CONSERVATION BOARD	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) City of San Diego				
BY (AUTHORIZED SIGNATURE) X <u>W. John Schmidt</u>	BY (AUTHORIZED SIGNATURE) X <u>Coleman Conrad</u>				
PRINTED NAME OF PERSON SIGNING W. John Schmidt	PRINTED NAME AND TITLE OF PERSON SIGNING Coleman Conrad, Deputy City Manager				
TITLE Executive Officer	ADDRESS 1416 Ninth Street, Sacramento, CA 95814				
AMOUNT ENCUMBERED \$ <u>500,000.00</u>		PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay		FUND TITLE Parklands	
UNENCUMBERED BALANCE \$ <u> </u>		(OPTIONAL USE)		Department of General Services-- Use Only Key POLICY SUCCESSION <u> </u>	
ADJ. INCREASING ENCUMBRANCE \$ <u> </u>	ITEM 3640-490 Reapprop.	CHAPTER 313	STATUTE 1978	FISCAL YEAR 88/89	
ADJ. DECREASING ENCUMBRANCE \$ <u> </u>	OBJECT OF EXPENDITURE (CODE AND TITLE) 9210.12 (881841)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER X <u>Margy L. Lyons</u>			DATE 9/6/88		
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY X <u>W. John Schmidt</u>			DATE 10/21/88		

Department of General Services--
Use Only
Key POLICY SUCCESSION
Department of General Services
APPROVED
Fred W. Lester
NOV 09 1988
By ELIZABETH VOST
Chief Deputy Director

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence in this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

EXHIBIT A
STANDARD AGREEMENT # WC-1415

- (A) Furnish all labor, materials, tools, transportation, permits, equipment, taxes, and services necessary to construct the project in accordance with the plans approved by the State or description of project marked "Exhibit B" attached hereto or made a part hereof by reference.
- (B) The State will reimburse project costs up to the amount of this agreement in lump sum or monthly progress payments as follows:
 - (1) Upon receipt of a written request for payment, the State will, by inspection or otherwise, certify satisfactory performance and completion of the work for which payment is requested.
 - (2) For work completed by contracts, either negotiated or through public bid procedures, the request for payment should include a copy of the contract, with three copies of invoices, warrants or other evidence of payment to back up the claim.
 - (3) For work accomplished or costs incurred in any other manner (salaries, wages, materials, taxes, permits, equipment rental, fuel, etc.), the request for payment should include invoices in triplicate itemized as to actual and direct expenditures.
- (C) Records pertaining to this contract shall be subject to the examination and audit of the Auditor General and the State for a period of three years after final payment under the contract. Adequate records for such audit in form approved by the State shall be maintained and expenditures not approved by the State shall be borne by others.
- (D) This agreement shall not be assigned in whole or in part without prior written consent from the State, but nothing herein contained shall be construed as precluding the subcontracting of any or all of the work herein described.
- (E) Nothing herein contained shall be construed to exempt any work from the provisions of Part 7 (commencing with Section 1720) Division 2 of the Labor Code.
- (F) Work under this agreement shall commence within thirty days of written notice from the State to proceed, and shall be completed within the term hereinabove given.
- (G) Air Pollution (Government Code Sections 14381 and 11017).
Comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to this contract. All local air pollution control rules, regulations, and ordinances, which are more stringent than any applicable State air pollution control statute, rule or regulation shall be complied with, notwithstanding any other provision of law.
- (H) Fair Employment Practices Addendum, Part A, only, is made a part hereof by reference.
- (I) Minority Business Enterprise Development Statement Addendum is made a part hereof by reference.

PART "A"

FAIR EMPLOYMENT PRACTICES ADDENDUM (Applicable to PUBLIC WORKS contracts)

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, 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, color, religion, ancestry, sex, age, 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 (Std. Form 809) to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) 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 Labor Unions, Std. Form 808, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish, or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Section 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Human Resources Development) of the content of the anti-discrimination clause.

(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination program in hiring, referral, up-grading, and training.
2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(Applicable to all other contracts)

FAIR EMPLOYMENT PRACTICE ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, 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, color, religion, ancestry, sex, age, 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 shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

Minority Business Enterprise
Development Statement

The Contractor shall comply with Executive Order 12432, Minority Business Enterprise Development as follows:

- A. Place minority business firms on bidder's mailing lists.
- B. Solicit these firms whenever they are potential sources of supplies, equipment, construction or services.
- C. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- D. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, Department of the Interior (DOI), the Business Utilization and Development Specialists who reside in each DOI bureau and office, and similar State and local offices, where they exist.