

# City of San Diego

CONTRACTOR'S NAME: Crest Equipment, Inc.

ADDRESS: 161 Scottford Drive, El Cajon, CA 92021

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CITY CONTACT: Lisa Nguyen - Contract Specialist, Email: ltnguyen@sandiego.gov

Phone No. (619) 533-3435, Fax No. (619) 533-3633

J. Straughn/H. McLintock/Lad

## CONTRACT DOCUMENTS

## ORIGINAL



## FOR



### El Camino Real & SR56 Bike Path Connector

BID NO.: \_\_\_\_\_ L-16-1373-DBB-2

SAP NO. (WBS/IO/CC): \_\_\_\_\_ S-00981

CLIENT DEPARTMENT: \_\_\_\_\_ 2116

COUNCIL DISTRICT: \_\_\_\_\_ 1

PROJECT TYPE: \_\_\_\_\_ IA

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**1:30 PM**

**SEPTEMBER 16, 2015**

**CITY OF SAN DIEGO**

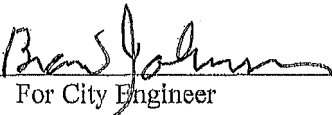
**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

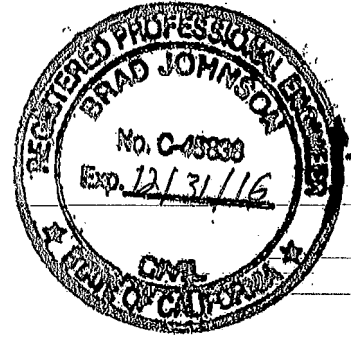
# ENGINEER OF WORK

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

  
For City Engineer

8/5/15  
Date

Seal:



**TABLE OF CONTENTS**

<b>DESCRIPTION OF SECTION</b>	<b>PAGE NUMBER</b>
1. NOTICE INVITING BIDS .....	4
2. INSTRUCTIONS TO BIDDERS .....	5
3. CONTRACT AGREEMENT AND PERFORMANCE BOND, LABOR AND MATERIALMEN’S BOND .....	17
1. Contract Agreement .....	18
2. Performance Bond, Labor and Materialmen’s Bond.....	20
4. ATTACHMENTS:	
A. SCOPE OF WORK .....	23
B. INTENTIONALLY LEFT BLANK.....	25
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	26
D. INTENTIONALLY LEFT BLANK.....	30
E. SUPPLEMENTARY SPECIAL PROVISIONS .....	31
SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES .....	49
1. Appendix A - Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements .....	50
2. Appendix B - Fire Hydrant Meter Program .....	177
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	191
4. Appendix D - Sample City Invoice.....	193
5. Appendix E - Location Map .....	195
6. Appendix F - Long-Term Revegetation Maintenance Agreement .....	197
7. Appendix G - Sample of Public Notices.....	215
F. INTENTIONALLY LEFT BLANK.....	217
5. CERTIFICATIONS AND FORMS .....	218

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **FULL AND OPEN COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors) and SLBE-ELBE Construction **LIMITED COMPETITION** Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the **El Camino Real & SR56 Bike Path Connector** (Project) as described in ATTACHMENT A.
3. **PRE-BID MEETING:**
  - 3.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on August 27, 2015.**
  - 3.2. All potential bidders are encouraged to attend.
4. **PREQUALIFICATION OF CONTRACTORS:**
  - 4.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
  - 4.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).
  - 4.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

## INSTRUCTIONS TO BIDDERS

1. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in **electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation for the performance of work on **El Camino Real & SR56 Bike Path Connector** (Project).
  - 1.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
  - 1.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - 1.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
  - 1.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
  - 1.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
  - 1.6. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
  - 1.7. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**1.8. BIDS MAY BE WITHDRAWN** by the Bidder prior to, but not after, the time fixed for opening of bids.

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

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

## **2. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

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

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

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

**2.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee may be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES:**

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

**Total voluntary subcontractor participation percentage for this project is  
44.8%.**

- 4.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
- 4.4. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

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

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

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

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

- 6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

- 7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

- 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**7.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**7.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**7.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

**7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

**7.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

**7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design



professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 7.9.1.** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

## **8. INSURANCE REQUIREMENTS:**

- 8.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

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

9. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

10. **CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on eBidding web site at the time of bid submission.

11. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

12. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein.

12.1. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

12.2. The Bidder agrees to the construction of **El Camino Real & SR56 Bike Path Connector**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

12.3. Unit prices shall be entered for all unit-price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceeds two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.

### 13. SUBCONTRACTOR INFORMATION:

13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME and ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT or SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

13.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in

addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

14. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

15. **AWARD PROCESS:**

15.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

15.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

15.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City and approval as to form the City Attorney's Office.

15.4. The low Bid will be determined by Base Bid alone.

15.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

16. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement may render the bid **non-responsive** and ineligible for award.

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

18. **SUBMISSION OF QUESTIONS:**

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

Public Works Contracts  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- 18.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
  - 18.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
  - 18.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 21.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
  - 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
  - 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
  - 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

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

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- 22.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 22.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options as detailed herein.

**23. BID RESULTS:**

- 23.1. The availability of the bids on the City’s eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain Bid results, visit the City’s eBidding site, request results via e-mail to the “City Contact” person listed in the title page of these documents, or via courier, personal delivery or U.S. Postal service delivery of a request for results accompanied by provide a self-addressed, stamped envelope, referencing bid number and bid tabulations will be mailed. Bid results cannot be given over the telephone.

**24. THE CONTRACT:**

- 24.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

**25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

**26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**27. PRE-AWARD ACTIVITIES:**

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**28. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

- 28.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix F.



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

# CONTRACT AGREEMENT

## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and CREST EQUIPMENT, INC., herein called "Contractor" for construction of El Camino Real & SR56 Bike Path Connector; Bid No. L-16-1373-DBB-2; in the amount of ONE HUNDRED SIXTY NINETY THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS 00/100 (\$169,998.00), which is comprised of the Base Bid alone.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Long Term Revegetation Maintenance Contract.
  - (e) That certain documents entitled **El Camino Real & SR56 Bike Path Connector**, on file in the office of the Public Works Department as Document No. **S-00981**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **El Camino Real & SR56 Bike Path Connector**, Bid Number **L-16-1373-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

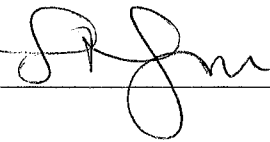
**CONTRACT AGREEMENT (continued)**

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Lisa Nguyen  
Contract Specialist

Print Name: RYAN P. GERRETT  
Deputy City Attorney

Date: 10/26/15

Date: 10/27/15

**CONTRACTOR**

By Wend Belio

Print Name: Wend Belio

Title: President

Date: 9.28.15

City of San Diego License No.: B2003025367

State Contractor's License No.: 892791

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

100005405

# PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

\_\_\_\_\_  
CREST EQUIPMENT, INC. \_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
ONE HUNDRED SIXTY NINETY THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS  
00/100 (\$169,998.00) for the faithful performance of the annexed contract, and in the sum of  
ONE HUNDRED SIXTY NINETY THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS  
00/100 (\$169,998.00) for the benefit of laborers and materialmen designated below.

### Conditions:

If the Principal shall faithfully perform the annexed contract **El Camino Real & SR56 Bike Path Connector**, Bid Number **L-16-1373-DBB-2**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

CREST EQUIPMENT, INC., a corporation, as principal, and  
State National Insurance Company, Inc. administered by:  
Contractor Managing General Insurance Agency, Inc.\*\*, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
ONE HUNDRED SIXTY NINETY THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS  
00/100 (\$169,998.00) for the faithful performance of the annexed contract, and in the sum of  
ONE HUNDRED SIXTY NINETY THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS  
00/100 (\$169,998.00) for the benefit of laborers and materialmen designated below.

\*\*20335 Ventura Blvd Suite 426, Woodland Hills, CA 91364

#### Conditions:

If the Principal shall faithfully perform the annexed contract **El Camino Real & SR56 Bike Path Connector**, Bid Number L-16-1373-DBB-2, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated September 29, 2015

Approved as to Form

Crest Equipment, Inc.

Principal

By Wendy Belio

Wendy Belio

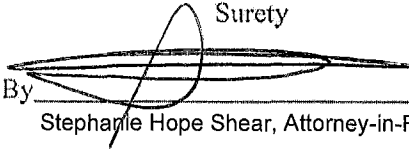
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

State National Insurance Company, Inc. administered by:  
Contractor Managing General Insurance Agency, Inc.

Surety

By   
Stephanie Hope Shear, Attorney-in-Fact

Approved:

By   
Lisa Nguyen, Contract Specialist

20335 Ventura Blvd., Ste. 426

Local Address of Surety

Woodland Hills, CA 91364

Local Address (City, State) of Surety

866-363-2642

Local Telephone No. of Surety

Premium \$ \$4,400.00

Bond No. CDGP102440

Bond No: CDGP102440

State National Insurance Company, Inc. Administered by:  
**CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.**

Premium: \$4,400.00

**POWER OF ATTORNEY**

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear  
(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:  
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.

  
Terry L. Ledbetter, President

  
Trace Ledbetter, Secretary


STATE OF TEXAS  
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]



  
Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 29th day of September, 2015

  
Trace Ledbetter, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

On SEP 29 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*

personally appeared STEPHANIE HOPE SHEAR  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_

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

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

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_



# ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** To include the construction of new driveway, concrete pavement, curb and gutter, drainage ditch, storm drain, headwalls, peeler log fence, signage and striping, and re-vegetation of impacted areas.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **36966-01-D** through **36966-04-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$250,000**.
3. **LOCATION OF WORK:** The location of the Work is as follows: See location map attached.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including Plant Establishment Period, shall be **143 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
  - 5.1. The City has determined the following licensing classification(s) for this contract:
    - CLASS A

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.



**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:

The Normal Working Hours are 7:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

#### **2-5.3.1 General.** To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.
  - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

**2-9.1 Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

#### SECTION 4 - CONTROL OF MATERIALS

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on the City's Product Submittal Form available at.

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

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

### 6-1.1 **Construction Schedule.** To item 20, ADD the following:

The 120 calendar days (88 working days) for Plant Establishment Period is included in the stipulated Contract Time.

### 6-2.1 **Moratoriums.** To the City Supplement, ADD the following:

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

- a) Due to moratorium, work onsite cannot begin prior to Sep 1<sup>st</sup>
- b) If Least Bell's Vireo are present from March 15<sup>th</sup> to September 15<sup>th</sup>.
- c) If the southwestern Willow Fly Catchers are present from May 1<sup>st</sup> to September 1<sup>st</sup>.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

#### 7-3.1 **Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of

cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by

responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.**

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

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

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

Workers' Compensation                                  Statutory Employers Liability



Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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

**7-4.1.1 Waiver of Subrogation.**

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

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

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

1. Site Development Permit/Coastal Development Permit

**7-10.6.2 Project Identification Sign.** To the City Supplement, item 1, ADD the following:

Project Identifications Signs are to be provided to the Contractor by the City. You shall pickup the Project Identification Signs from the Sign Shop located at 2781 Caminito Chollas, San Diego CA 92105. The contact person is Doug Tresser (619) 527-7531. Signs shall be installed at the beginning and ending of the street where construction is actively occurring at the direction of the Resident Engineer

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

**7-16 COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

**ADD:**

**7-16 COMMUNITY OUTREACH.**

## 7-16.1

### General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with you to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You will perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting of your activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSShare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>

4. You shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
  - a) Your contact information is made available on any outreach materials or;
  - b) You will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDSShare site as an Outlook Message Format (\*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

**7-16.1.1 Quality Assurance.**

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
  - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee,
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, and the City to the public.

**7-16.1.2 Submittals.**

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
  - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
  - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even your response to the individual is still incomplete. You shall upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

**7-16.2 Community Outreach Services.**

**7-16.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 1/4" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

### **7-16.2.2**

#### **Communications with the Public.**

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

### **7-16.2.3**

#### **Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), you shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. You have a right to speak to members of the media about its company and your role on the project. All other questions shall be referred to the City.

**7-16.3 Exclusive Community Liaison Services.**

You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2 , “Community Outreach Services” and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to your activities.
4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
  - a) Respond to telephone calls and e-mails from the public.
  - b) Record calls and e-mails on the City’s SDShare site.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

**7-16.3.1 Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) within 15 days of the Award of the Contract.

**7-16.4 Payment.** The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for “Exclusive Community Liaison Services.”

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**ADD:  
9-3.7**

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

## SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

**212-3.2.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
  - 1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
  - 2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
  - 3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
  - 4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

## SECTION 300 – EARTHWORK

### 300-1.1 **General.** ADD the following:

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accommodate the Work.

### 300-1.3.2 **Requirements.** ADD the following:

- (e) **Excavation.** Clearing and grubbing of existing sidewalk, curb and gutter, drainage ditch, and concrete pavement shall include removal and disposal of such additional materials below the surface as necessary to allow the construction of the new driveway, concrete pavement, drainage ditch, headwalls, storm drain, and peeler log fence as called for on the plans.
- (f) **Sign Relocation.** The relocation of all signs in conflict with the proposed work shall include all necessary work for the removal, protection, and relocation of the signs including all required excavation and disposal of material below the surface as necessary to allow for the safe removal of the signs.
- (g) **Irrigation.** The relocation of all irrigation in conflict with the proposed work shall include all work necessary for removal and to provide for proper disposal of all materials including material below the surface as necessary to allow for any new construction.

### **ADD:**

### 300-1.3.3

**Saw Cutting.** When concrete pavement is sawcut, the existing pavement shall be cut to a true line so that a straight edge is left at the completion of the work. Cutting shall be either a diamond sawcut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. Either dry or wet cutting will be allowed.

Saw cut surfaces shall be thoroughly cleaned to remove any dirt, dust, or deleterious matter adhering to the sawcut faces. Saw cut surfaces shall be dried prior to placing new material in contact with the sawcut face. All sawing slurry from the wet sawing process shall be blown or brushed off the pavement surface. Dry dust and material from the dry sawing process shall be blown or brushed off the pavement surface.

Residue resulting from saw cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface by vacuuming or other approved method before any residue flows off of the pavement surface. Residue from saw cutting operations shall be disposed of outside of the right of way in conformance with the specifications and local regulations.



**300-1.4 Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the Work item that requires pavement removal.

ADD the following:

7. The lump sum price bid for Clearing and Grubbing shall include all costs associated with removal, disposal and adjustments of all materials, sidewalk, curb & gutter, drainage ditch, sawcutting, AC Pavement, PCC pavement, peeler log fence, and all work in conflict with the proposed work that are not covered by individual bid items on the bid form and no additional payment will be made therefore.

**300-2.9 PAYMENT.** ADD the following:

Payment for removal of material to subgrade and placement of excess materials to subgrade in order to construct improvements per plans. This includes required compaction and removal and disposal of excess material.

#### **SECTION 304- METAL FABRICATION AND CONSTRUCTION**

**ADD:**

**304-6 DEMOUNTABLE PROTECTION POST.**

**304-6.1 General.** Materials for the Demountable Protection Post shall conform to the requirements of Section 201 and 206 of the Standard Specifications. Install 3- 12-Inch Yellow Reflective Tape on each post, shall comply with ASTM D4956.

**304-6.2 PAYMENT.**

The contract unit price paid for Demountable Protection Post shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing Demountable Protection Post complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **SECTION 305 PILE DRIVING AND TIMBER CONSTRUCTION**

**305-2.6 GENERAL.** ADD the following:

The Liner Foot price bid for 4-foot height Peeler Log Fence shall include full compensation for furnishing all labor, materials, tools, Anti-graffiti coating, equipment, digging post holes, concrete footings, installation of the fences and incidentals, and for doing all the work necessary to perform the work as designed.

The contract price paid per linear foot of fence shall be measured along the line of the fence.

**SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND  
PAVEMENT MARKERS**

**314-1**            **General.** ADD the following:

All striping and installation of all pavement markers and signs shall conform to the latest Caltrans Manual of Traffic Control Devices (MUTCD).

**314-4.3.7**        **Payment.** ADD the following:

The lump sum price bid for Signage, Striping, and Pavement Markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting bike lane striping and pavement markings, complete in place in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

**ADD:**

**314-6**            **Roadside Signs and Post.**

**314-6.1**        **General.** The Contractor shall furnish and install roadside signs and posts at the locations shown on the plans or as directed by the City Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications and these Special Provisions.

**314-6.2**        **Measurement and Payment.** The contract unit price paid for Roadside Sign and Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign post, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

**SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING**

**700-1.7.2**        **Project Biologist.** To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

**700-2.11**        **Maintenance and Plant Establishment.** To the City Supplement, fourth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer to schedule inspections every other week for the first 2 months and every month for the last 2 months of the PEP to verify germination and establishment. After the first four months, and if the PEP is still in effect, inspections shall occur at least once a month until the City Representative in conjunction with the Project Biologist provides acceptance of the PEP. The Contractor shall notify the Engineer of required inspections for the specified

maintenance and monitoring period (e.g., 6 months, 12 months, 24 months (pre final), and 25 months).

## **SECTION 707 – RESOURCE DISCOVERIES**

### **ADD:**

#### **707-1.1**

**Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Determination of Consistency with the Carmel Valley Restoration & Enhancement Project (CVREP) EIR for El Camino Real/SR-56 Bike Path Connector (Project No. 358396). You must comply with all requirements of the Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements as set forth in the Contract Appendix A.

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**BIOLOGICAL RESOURCES GENERAL SURVEY REPORT, SECTION 5.0 MITIGATION  
AND MONITORING REQUIREMENTS**

**GENERAL SURVEY REPORT  
BIOLOGICAL RESOURCES  
EL CAMINO REAL/SR-56 BIKE PATH CONNECTOR PROJECT  
SAN DIEGO, CALIFORNIA**

---

*Prepared for:*

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June 12, 2015

**TABLE OF CONTENTS**

**EXECUTIVE SUMMARY ..... 1**

**1.0 INTRODUCTION AND PROPOSED PROJECT DESCRIPTION ..... 4**

**2.0 METHODS AND SURVEY LIMITATIONS ..... 11**

    2.1 Project Background Research ..... 13

    2.2 Field Surveys ..... 14

**3.0 RESULTS ..... 16**

    3.1 Physical Characteristics and Project Background ..... 16

    3.2 Botanical Resources – Flora ..... 17

    3.3 Zoological Resources – Fauna ..... 20

    3.4 Sensitive Biological Resources ..... 20

**4.0 PROJECT IMPACT ANALYSIS ..... 37**

    4.1 Impacts to Botanical Resources – Flora ..... 37

    4.2 Impacts to Zoological Resources – Fauna ..... 39

    4.3 Impacts to Sensitive Biological Resources ..... 39

    4.4 Impacts to Critical Habitat ..... 43

    4.5 Impacts to Wildlife Corridors ..... 43

    4.6 Impacts to Jurisdictional Resources ..... 43

**5.0 MITIGATION AND MONITORING REQUIREMENTS ..... 45**

    5.1 Mitigation for Impacts to Sensitive Botanical Resources ..... 47

    5.2 Mitigation for Impacts to Sensitive Wildlife Species ..... 50

    5.3 Mitigation for Impacts to Critical Habitat ..... 54

    5.4 Mitigation for Impacts to Wildlife Corridors ..... 54

    5.5 Mitigation for Impacts to Jurisdictional Resources ..... 54

**6.0 REFERENCES ..... 55**

## **LIST OF TABLES**

Table 1: Vegetation Communities and Land Cover Types within the Biological Survey Area

Table 2: Summary of Anticipated Vegetation Community and Land Cover Type Impacts

## **LIST OF FIGURES**

Figure 1: Regional Location Map

Figure 2: Project Location on USGS Map

Figure 3: Project Location on City 800' Map

Figure 4: Project in Relation to MSCP Preserve Area

Figure 5: Biological Survey Area and Buffer

Figure 6: Existing Biological Resources and Proposed Project Impacts

Figure 7: Steep Hillides within and Adjacent to the Biological Survey Area

## **LIST OF APPENDICES**

Appendix A: Proposed Project Area Photographs

Appendix B: Plant Species Observed within the BSA

Appendix C: Wildlife Species Detected within the BSA

Appendix D: Sensitive Plant Species with a Potential to Occur within the BSA

Appendix E: Sensitive Plant Survey Summary Memo

Appendix F: Sensitive Wildlife Species with a Potential to Occur Within and Adjacent to the BSA



## EXECUTIVE SUMMARY

The proposed project is within the Carmel Valley Community Plan area (formerly known as North City West), in the City of San Diego, California. The proposed project is located entirely within the City of San Diego's (City) Multiple Species Conservation Program (MSCP) Subarea Plan, within the Multi-Habitat Planning Area (MHPA) boundary, and within the coastal overlay zone. The proposed project involves the creation of a bike path off the east side of El Camino Real to meet plans identified in the Carmel Valley Community Plan and Class I bike path requirements outlined in the final City of San Diego Bicycle Master Plan (Alta Planning + Design 2013). The Carmel Valley Community Plan proposed bike lane connections for the arterial streets of El Camino Real and proposed community bicycle and pedestrian paths and bike lanes. A portion of an existing dirt path would be extended and paved to meet an existing paved bike path approximately 220 feet northeast.

Vegetation communities and/or land cover types within the Biological Survey Area (BSA), which includes the approximately 0.23-acre proposed project impact area and a 100-foot survey buffer surrounding the proposed project impact area, include Diegan coastal sage scrub (Tier II), revegetated coastal sage scrub (Tier II), non-native grassland (Tier IIIB), disturbed habitat (Tier IV), urban/developed (Tier IV), and southern willow scrub (riparian scrub). The proposed project would result in permanent impacts to approximately 0.15 acre of land, including 0.02 acre of Diegan coastal sage scrub, 0.02 acre of revegetated coastal sage scrub, 0.02 acre of non-native grassland, 0.07 acre of disturbed habitat, and 0.02 acre of urban/developed land cover within the MHPA. The proposed project would result in temporary impacts to approximately 0.04 acre of non-native grassland, 0.04 acre of disturbed habitat, and less than 0.01 acre of urban/developed land cover within the MHPA. Permanent impacts to a total of 0.06 acre of Tier II and Tier IIIB vegetation communities would not be considered significant and would not require mitigation, because these total impacts fall below the 0.10-acre threshold of significance according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011). In addition, temporary impacts to a total of 0.04 acre of Tier II and Tier IIIB vegetation communities would not be considered significant and would not require mitigation (City 2011 and 2012). However, as part of the project design, a detailed revegetation plan has been prepared by the City (2014) to revegetate some permanent and temporary impact areas not being paved by the bike path. These areas will be revegetated with native, non-invasive, drought-tolerant plant species and monitored and maintained as specified in the revegetation plan for the proposed project (City 2014).

The proposed project involves work within the City's MHPA, which would require conformance with the MHPA Land Use Adjacency Guidelines of the MSCP Subarea Plan, Section 1.4.3 (City 1997). Work in and around the MHPA has the potential to result in direct and/or indirect impacts to protected wildlife species from grading, light, noise, erosion, and/or other aspects of construction. Through implementation of the appropriate avoidance, minimization, and mitigation measures, impacts to sensitive wildlife species would be below a level of significance.

The proposed project is not anticipated to impact steep hillsides (Environmentally Sensitive Lands), which are present in the northeastern and southeastern portions of the BSA.

Three focused sensitive plant surveys were conducted on October 14, 2014, March 20, 2015, and May 7, 2015, to document observable sensitive plant species and assess the potential for other sensitive plant species to occur within the BSA. Of the 41 sensitive plant species evaluated for their potential to occur within the BSA, 40 are not expected to occur and one – Del Mar Mesa sand aster (*Corethrogyne filaginifolia* var. *linifolia*) – was observed during the fall 2014 and spring 2015 focused sensitive plant surveys. Del Mar Mesa sand aster is a California Rare Plant Ranks (CRPR) 1B.1 and an MSCP-covered species. One additional sensitive species – Engelmann oak (*Quercus engelmannii*) – was observed during the fall 2014 and spring 2015 focused sensitive plant surveys. The Engelmann oak, a CRPR 4.2 species, was likely planted, because the BSA occurs below the elevation requirement for the species and is outside the known range for this species.

The proposed project is anticipated to directly and permanently impact 12 individual plants of Del Mar Mesa sand aster through direct take of the species during grading and paving, and has a potential to indirectly impact 10 individual plants of Del Mar Mesa sand aster within 25 feet of proposed impacts, as dust from adjacent grading and work activities has a potential to fall on these individuals and interfere with photosynthesis and germination. Permanent impacts to Del Mar Mesa sand aster would be considered significant and would be mitigated in accordance with the City's Biology Guidelines (2012), through transplantation, soil salvage, and/or habitat restoration within the proposed temporary impact area as part of the revegetation plan for the proposed project (City 2014).

Of the 60 sensitive wildlife species evaluated for their potential to occur within and adjacent to the BSA, 15 are not expected to occur, and one – Belding's orange-throated whiptail (*Aspidoscelis hyperythrus beldingi*) – was observed during the biological reconnaissance survey. The Belding's orange-throated whiptail is a state species of special concern and an MSCP-covered species. The project was designed to avoid impacts to habitat for this species to the maximum extent feasible. However, in the low probability that this species occurs within the project area and is unexpectedly and inadvertently taken during proposed project-related activities, impacts to these species would be considered adverse but less than significant, because impacts are not expected to reduce the populations of this species to below self-sustaining levels. Therefore, additional avoidance, minimization, and mitigation measures would not be required for this species.

Of the 60 sensitive wildlife species evaluated for their potential to occur within and adjacent to the BSA, 23 were not observed or detected during the biological reconnaissance survey but have a potential to occur within and/or adjacent to the BSA. Of these 23 species, eight are covered by the Migratory Bird Treaty Act (MBTA), including the following two listed species: least Bell's vireo (*Vireo bellii pusillus*), which is a federally listed endangered species, state listed endangered species, and an MSCP-covered species, and coastal California gnatcatcher (*Polioptila californica californica*), which is a federally listed threatened species, a state species of special concern, and an MSCP-covered species. Potential impacts to sensitive wildlife species would be considered significant according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011). Construction of the proposed project is anticipated to occur during the fall of 2015, outside the nesting season (February 1 to September 15) for avian species with a potential to occur within and adjacent to the BSA.

However, if the proposed project schedule must occur during the nesting season, direct and indirect impacts to sensitive bird species, including MBTA-covered species, have a potential to be significant. Therefore, appropriate species-specific avoidance, minimization, and mitigation measures would be required to reduce these impacts to below a level of significance, including focused surveys for least Bell's vireo and coastal California gnatcatcher.

No impacts to critical habitat are anticipated to occur from implementation of the proposed project, because no critical habitat is located within or immediately adjacent to the BSA.

No significant direct or indirect impacts to wildlife corridors are expected to occur from implementation of the proposed project. The BSA occurs within the southern edge of a wildlife movement corridor along Carmel Creek that links coastal and inland open space habitats. Although proposed project activities may temporarily deter animal movement away from the immediate area, open space along Carmel Creek to the north provides space for animal movement such that the corridor as whole would still remain functional. Therefore, this impact is anticipated to be less than significant, and additional avoidance, minimization, and mitigation measures would not be required.

No direct impacts to jurisdictional resources are anticipated to occur from implementation of the proposed project, as none were observed within the project boundary. The proposed project has a potential to indirectly impact potential jurisdictional resources from construction-related discharge or storm water discharge during work in the adjacent project area. Any potential indirect impacts from project related activities would be considered significant; therefore, appropriate avoidance, minimization, and mitigation measures would be required to assure impacts are reduced to below a level of significance.

## 1.0 INTRODUCTION AND PROPOSED PROJECT DESCRIPTION

The purpose of this general survey report for the proposed El Camino Real/SR-56 Bike Path Connector Project (proposed project) is (1) to document the existing biological conditions within and adjacent to the approximately 2.13-acre Biological Survey Area (BSA), which includes the approximately 0.23-acre proposed project impact area and a 100-foot survey buffer surrounding the proposed project impact area; (2) to evaluate the BSA and the vicinity for the potential to support sensitive biological resources, including Environmentally Sensitive Lands (ESL); (3) to provide an analysis of the potential impacts associated with the proposed project; and (4) to provide a discussion of avoidance, minimization, and mitigation measures for potential impacts to sensitive biological resources.

The proposed project is within the community of Carmel Valley in the City of San Diego, County of San Diego, California (Figures 1 through 3). The BSA is situated within mostly undeveloped open space, within Assessor's Parcel Number (APN) 307-051-02-00 in the U.S. Geological Survey (USGS) Del Mar 7.5-minute quadrangle (USGS 2014), south of State Route (SR)-56 and east of El Camino Real (see Figure 2). The BSA is located entirely within the City's Multi-Habitat Planning Area (MHPA) boundary (Figure 4) and the coastal overlay zone; therefore, the entire BSA is considered ESL pursuant to the City Land Development Code Biology Guidelines (City 2012). In addition to an evaluation of the BSA, a 300-foot fauna survey buffer surrounding the proposed project impact area was also evaluated for the potential to support sensitive wildlife species that may be indirectly impacted by the proposed project (see Figure 5).

The purpose of the proposed project is to provide for safer paved access between the east side of El Camino Real to the existing SR-56 bike/equestrian/maintenance path, which currently provides access east and west of El Camino Real along the Carmel Creek floodway. The proposed project is part of a permanent circulation improvement element of the Carmel Valley Neighborhood 8 Precise Plan (Precise Plan; City 1990a), the Carmel Valley Restoration and Enhancement Project (CVREP) Plan and CVREP Final Environmental Impact Report (FEIR; City 1990b). The CVREP Plan was prepared by the City and the California Department of Transportation (Caltrans), pursuant to the City-Caltrans Cooperative Agreement, as mitigation for the construction of the western portion of SR-56. The CVREP includes the restoration and enhancement activities for the Carmel Creek floodway, which provides for flood control, open space preservation between SR-56 and private development areas in the Precise Plan, and reduction of sediment flow into Los Peñasquitos Lagoon. The Carmel Creek floodway parallels the south side of SR-56 from Carmel Country Road west to Interstate (I)-5 and includes a 50-foot-wide landscaped buffer area on the south rim of Carmel Creek that is intended to protect the integrity of the floodway landscaping and improvements. The SR-56 bike/equestrian/maintenance path and the proposed project are located outside the Carmel Creek floodway channel but within the 100-year floodplain of Carmel Creek and the 50-foot landscaped buffer associated with the adjacent CVREP.

The proposed project involves the construction of a Class I bike path connector between El Camino Real and the existing paved SR-56 bike/equestrian/maintenance path to the east and the revegetation of all temporary impact areas with native, non-invasive, drought-tolerant plant



✱ Project Location

FIGURE 1

RECON

e-Bidding El Camino Real & SR56 Bike Path Connector

Appendix A - Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements

Regional Location Map  
El Camino Real/SR-56 Bike Path Connector

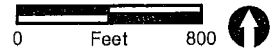
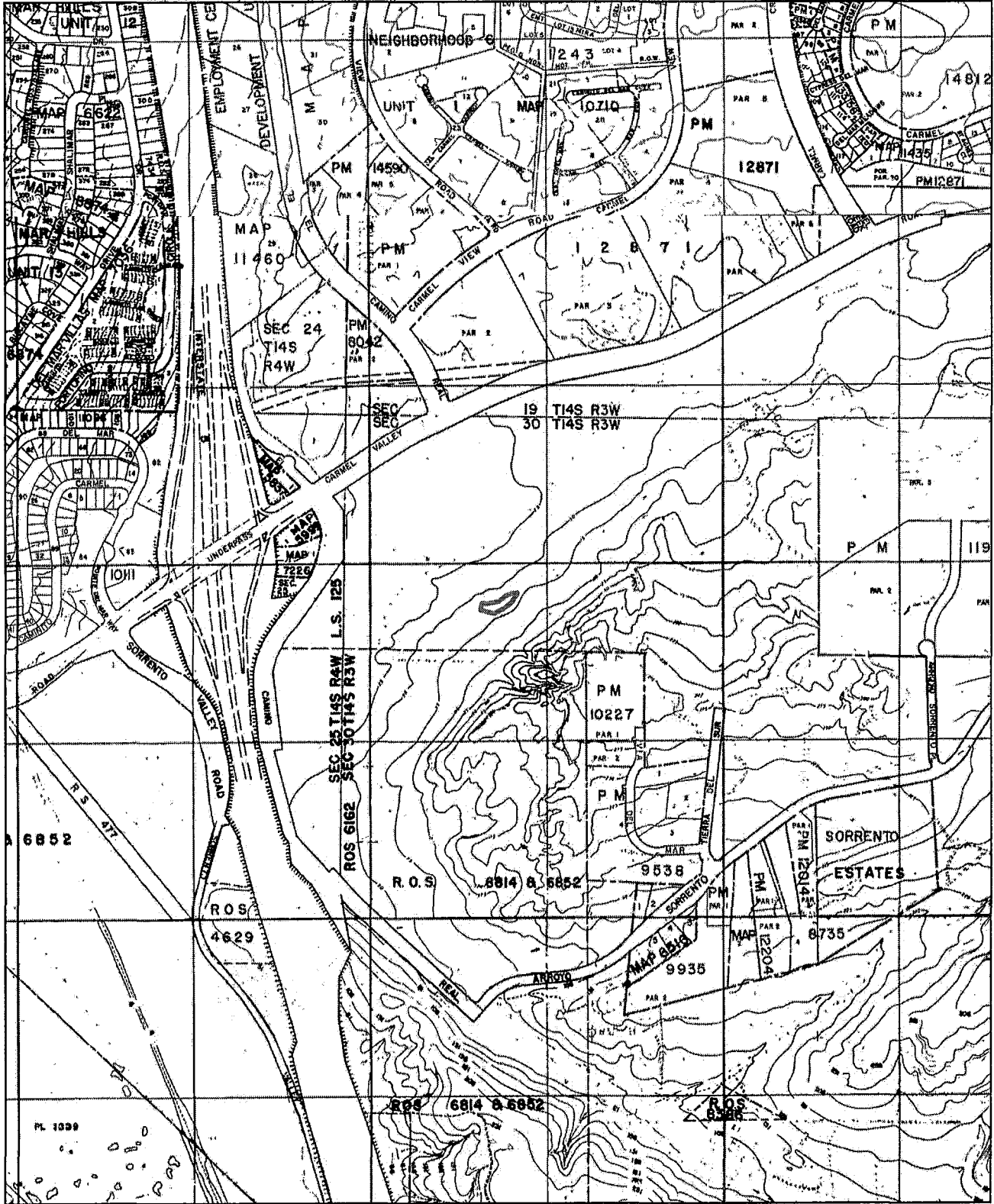


 Project Location

FIGURE 2

Project Location on USGS Map  
El Camino Real/SR-56 Bike Path Connector

RECON



 Project Area

FIGURE 3

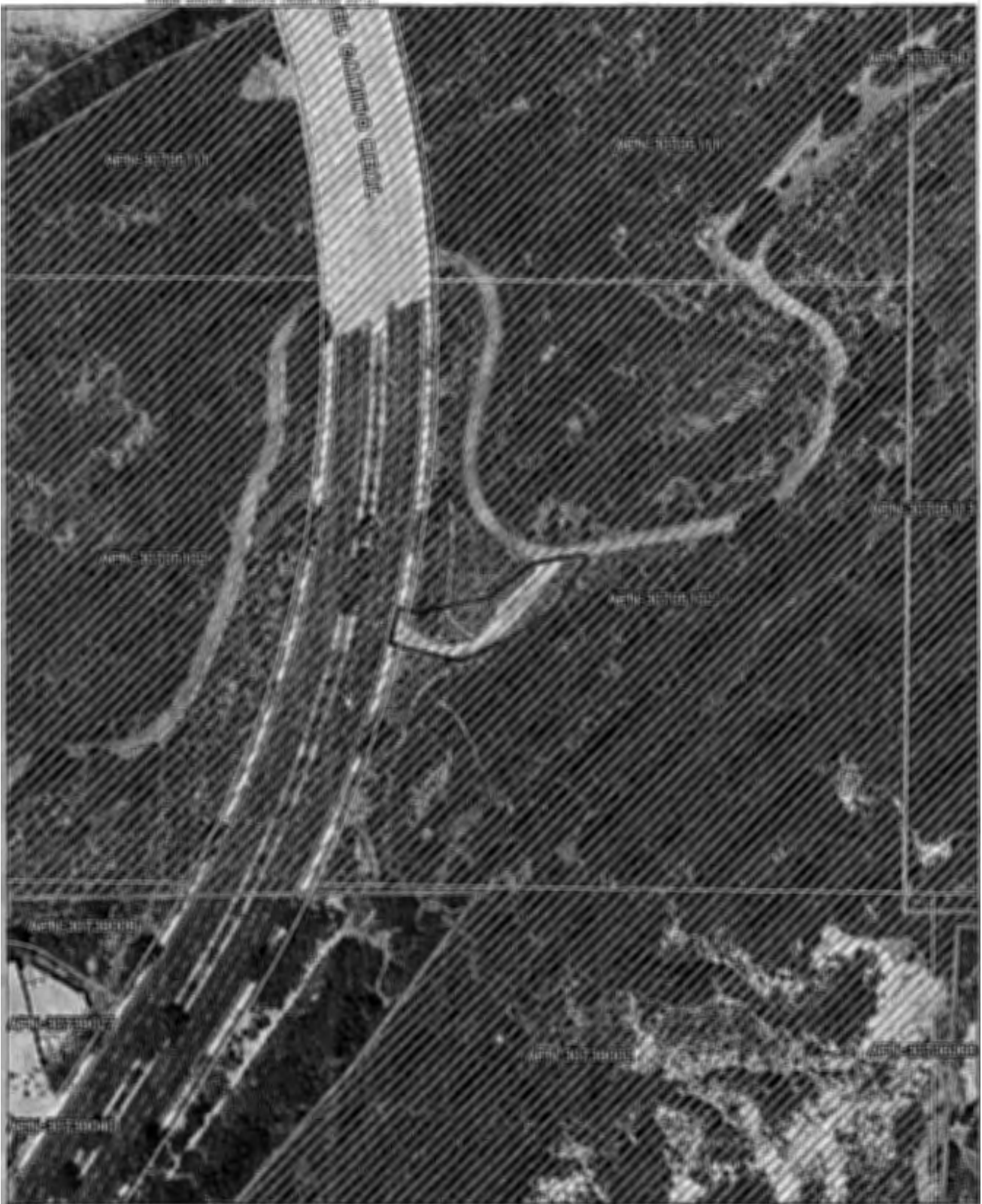
Project Location on City 800' Map  
El Camino Real/SR-56 Bike Path Connector




RECON

e-Bidding El Camino Real & SR-56 Bike Path Connector

60 | Page

Appendix A - Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements



-  Project Area
-  City of San Diego MHPA
-  Parcel Boundaries

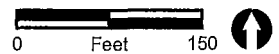
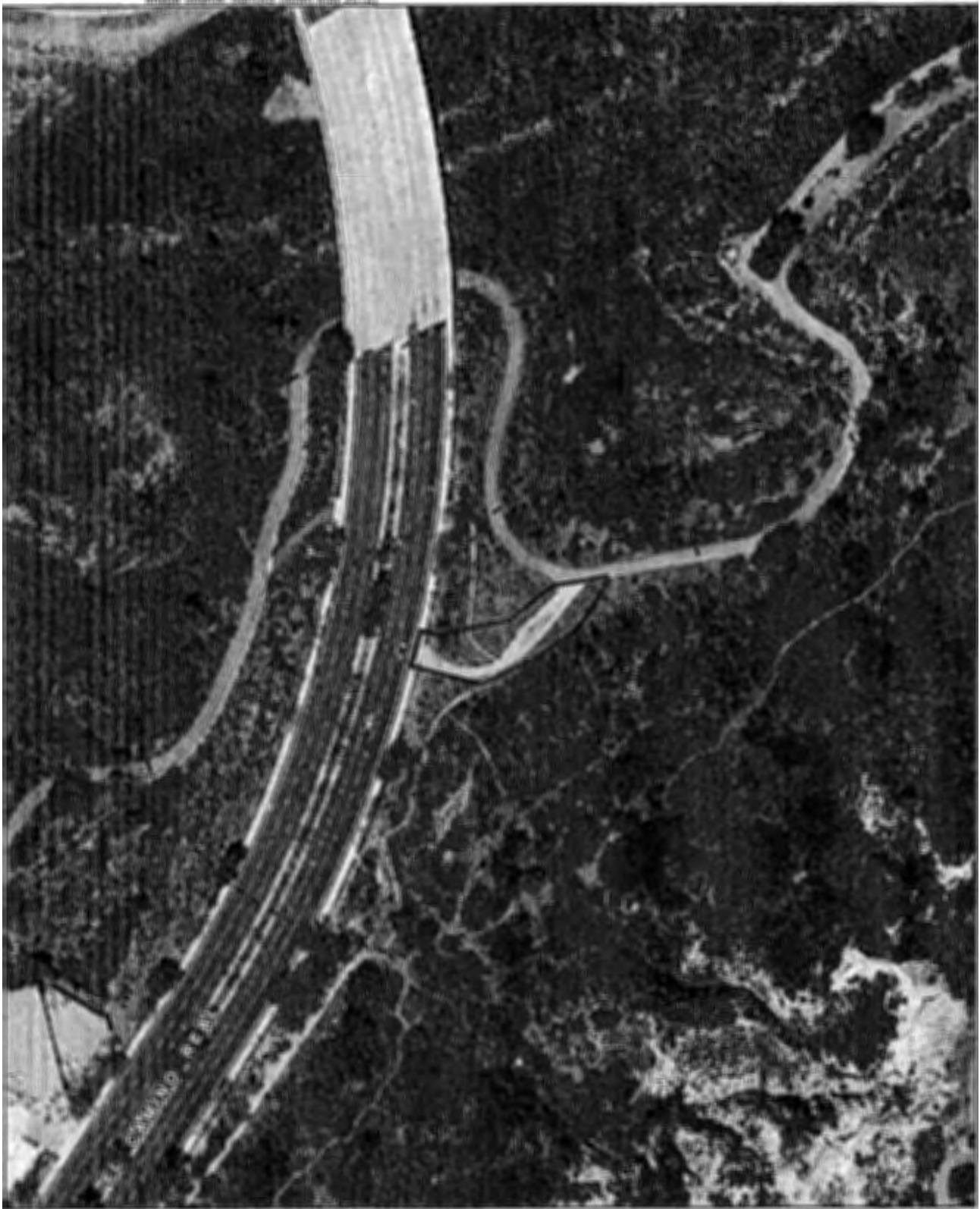



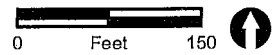


FIGURE 4





-  Project Area
-  Biological Survey Area
-  300-foot Fauna Survey Buffer



**FIGURE 5**

Biological Survey Area and Buffer  
 El Camino Real/SR-56 Bike Path Connector

**RECON**

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 e-Bidding El Camino Real & SR56 Bike Path Connector

62 | Page

Appendix A - Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements

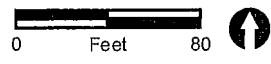
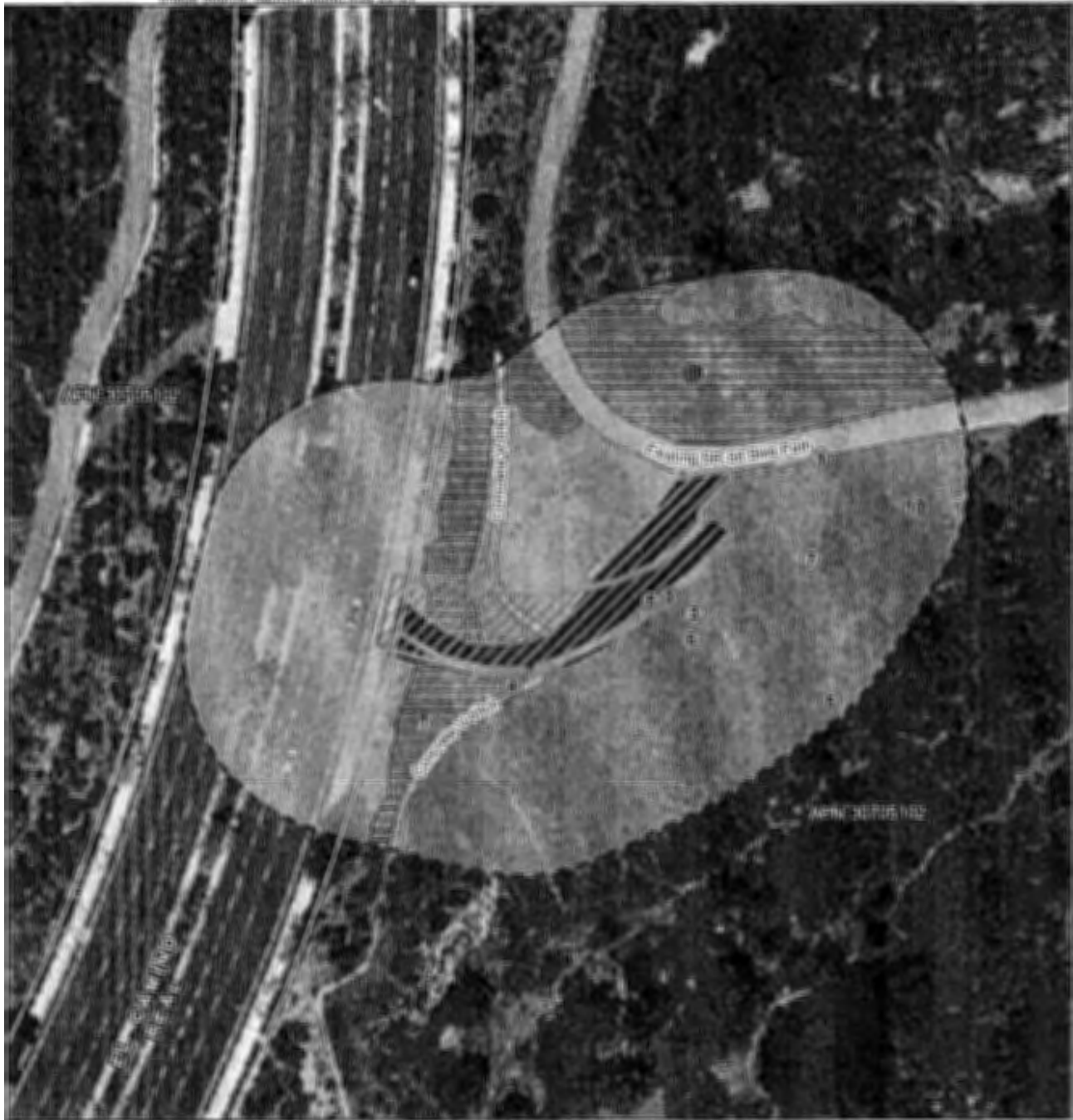
species as briefly outlined in Section 5.0 – Mitigation and Monitoring Requirements – and as specified in the revegetation plan for the proposed project (City 2014). A Class I bike path, also called a shared-use or multi-use path, is a paved right-of-way for exclusive use by bicyclists, pedestrians, and those using non-motorized modes of travel. The proposed project would meet the Class I bike path requirements outlined in the final City of San Diego Bicycle Master Plan (Alta Planning + Design 2013).

The proposed Class I bike path connector would pave over a portion of the existing dirt path that is utilized for maintenance access and as an informal bike path that connects the El Camino Real bike lane with the existing, paved SR-56 bike/equestrian/maintenance path. Currently, there is no definitive path boundary except for the resulting wear from existing pedestrian and bicycle traffic. The transition between the dirt path and surrounding ESL is not well defined.

The proposed project would soften the curve and slope of the existing dirt path to meet City bike path standards and provide for safer access between the east side of El Camino Real to the existing SR-56 bike/equestrian/maintenance path, which currently provides access east and west of El Camino Real along the Carmel Creek floodway and the CVREP. In addition, the establishment of a clearly defined bike path linkage would reduce or eliminate encroachment into the adjacent ESL.

Phase I of the proposed project involves recontouring and paving a portion of an existing dirt path to construct a new plain cement concrete driveway apron and an approximately 12-foot-wide-by-220-foot-long asphalt bike path connector, with a 2-foot-wide shoulder on either side (Figure 6). The work would entail approximately 41 cubic yards of cut and approximately 599 cubic yards of fill, with a maximum fill height of approximately 6.5 feet. During project construction, the entire project boundary will be fenced to prevent public access to the work site and maintain construction activity within the project limits, and appropriate best management practices will be implemented to avoid drainage of toxins, excessive water, and/or exotic plant materials directly into the MHPA. In addition, the project design includes installation of a concrete channel and reinforced concrete pipe, which will maintain the function of an existing concrete-lined V-ditch in preventing runoff from the existing road into the MHPA. As part of the project design, a detailed revegetation plan has been prepared by the City (2014) to revegetate impact areas outside the paved bike path. Therefore, Phase II of the proposed project involves revegetating these areas with native, non-invasive, drought-tolerant plant species and installing fence/barricade to protect the revegetation areas and preclude future encroachment into the adjacent ESL as briefly outlined in Section 5.0 – Mitigation and Monitoring Requirements – and as specified in the revegetation plan for the proposed project (City 2014).

The proposed project has been designed to avoid or minimize impacts to sensitive biological resources to the maximum extent feasible. The proposed project avoids encroachment into steep hillsides, which are present in the BSA but outside the proposed project impact area (Figure 7). No night work is anticipated, and construction of the proposed project is anticipated to occur during the fall of 2015, outside the nesting season (February 1 to September 15) for avian species with a potential to occur within and adjacent to the BSA. In addition, although the proposed project is located within the 100-year floodplain of Carmel Creek and the 50-foot landscaped buffer associated with the adjacent CVREP, a minimum buffer of approximately 80 feet will be maintained between the project boundary and the closest wetland or water.

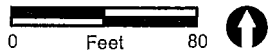
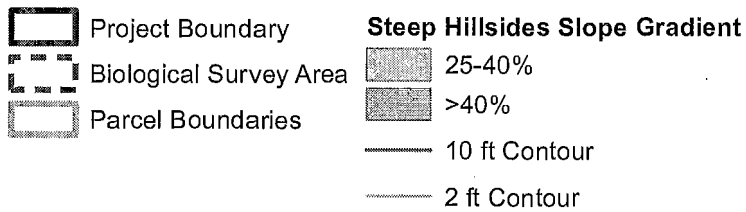


- Parcel Boundaries
- Project Plan**
- Permanent Impact
- Temporary Impact
- Biological Survey Area

- Vegetation Communities and Land Cover Types**
- Diegan Coastal Sage Scrub
  - Coastal Sage Scrub - Revegetated
  - Non-native Grassland
  - Southern Willow Scrub
  - Disturbed Habitat
  - Urban/Developed

- Sensitive Species Observed**
- Fauna**
- Belding's Orange-throated Whiptail
- Flora**
- Del Mar Mesa Sand Aster
  - Engelmann Oak

**FIGURE 6**  
Existing Biological Resources  
and Proposed Project Impacts  
El Camino Real/SR-56 Bike Path Connector



**FIGURE 7**

Steep Hillsides within and Adjacent  
to the Biological Survey Area  
El Camino Real/SR-56 Bike Path Connector

## 2.0 METHODS AND SURVEY LIMITATIONS

Busby Biological Services, Inc. (BBS) performed background research and field surveys to assess the BSA and vicinity for the potential to support sensitive biological resources. The BSA includes the proposed project impact area as well as 100-foot survey buffer surrounding the proposed project impact area. This 100-foot buffer was included to assess potential indirect impacts to vegetation communities and plant species that could result from implementation of the proposed project. In addition, a 300-foot fauna survey buffer surrounding the proposed project impact area was assessed for the potential to support sensitive wildlife species that may be indirectly impacted by the proposed project (see Figure 5). The BSA was also generally assessed for the presence of potential jurisdictional resources to determine whether a formal jurisdictional delineation would be required. The methods used for the background research and the field surveys are summarized below.

### 2.1 Project Background Research

Prior to conducting the field surveys, BBS conducted a literature review of applicable environmental documents and regulations for the proposed project, which included – but was not limited to – a review of the City Multiple Species Conservation Program (MSCP) Subarea Plan (City 1997), Precise Plan (City 1990a), the CVREP and CVREP FEIR (City 1990b).

Background research to determine the existing biological conditions also included a review of current federal, state, and local regulations; online aerial satellite imagery (Google Earth 2014); USGS topographic maps (USGS 2014); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey maps (USDA 2014); and other reputable online resources that provide data for the region.

BBS also coordinated with a RECON Environmental, Inc. (RECON) geographic information systems (GIS) analyst to obtain historical sensitive species data for the proposed project area and a 3-mile buffer around the proposed project area, including data obtained from the U.S. Fish and Wildlife (USFWS) critical habitat inventory, SanBIOS database (County of San Diego 2014); California Department of Fish and Wildlife (CDFW) *California Natural Diversity Database* (CNDDDB; CDFW 2014a), California Native Plant Society (CNPS) *Electronic Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2014), the Jepson *On-Line Interchange for California Floristics* (UC Berkeley 2014), and other reputable resources. In addition, BBS reviewed other sensitive species resources, including the USFWS Species Lists (USFWS 2014a) and Critical Habitat Portal (USFWS 2014b); Special Vascular Plants, Bryophytes, and Lichens (CDFW 2011a); CNDDDB Special Animals (CDFW 2011b); State and Federally Listed Endangered, Threatened, and Rare Plants of California (CDFW 2014c); State and Federally Listed Endangered and Threatened Animals of California (CDFW 2014d). BBS used the data obtained during the background research to determine the potential for sensitive species to occur within the BSA.

## **2.2 Field Surveys**

Field surveys performed for the proposed project included a reconnaissance survey, vegetation mapping, a focused sensitive plant survey, and a general assessment for potential jurisdictional resources. The survey results reflect existing conditions at the time of the survey, which naturally change over time. BBS did not perform focused wildlife surveys. Therefore, the lists of plant and wildlife species include species detected during the fall 2014 biological reconnaissance survey and fall 2014 and spring 2015 focused sensitive plant surveys but are not intended to be extensive or all-inclusive. In addition, BBS did not conduct a formal jurisdictional wetland delineation. The methods for each of these field surveys are described below.

### **2.2.1 Biological Reconnaissance Survey and Vegetation Mapping**

BBS conducted a biological reconnaissance survey and vegetation mapping to document the existing biological resources and assess the potential for sensitive biological resources to occur within the BSA. In addition, a 300-foot fauna survey buffer surrounding the proposed project impact area was assessed for the potential to support sensitive wildlife species. BBS recorded all plant and wildlife species observed directly and/or detected indirectly through sign (e.g., scat, tracks, burrows, vocalization) within the BSA.

BBS conducted the biological reconnaissance survey on foot, mapping vegetation communities and land cover types by hand onto aerial imagery with a 1 inch equals 80 feet scale and noting dominant plant species within these vegetation communities. Digital photographs of representative areas were taken during the reconnaissance survey. The hand-drawn vegetation community and land cover type boundaries were provided to a RECON GIS analyst and were digitized in the office using GIS software (see Figure 6). Vegetation community classifications follow Holland (1986) as modified by Oberbauer (2008).

### **2.2.2 Focused Sensitive Plant Survey**

One fall 2014 and two spring 2015 focused sensitive plant surveys were conducted to document observable sensitive plant species and assess the potential for other sensitive plant species to occur within the BSA. The sensitive plant surveys were conducted by walking meandering transects throughout the BSA. When a sensitive plant species was observed, a waypoint was taken with a handheld global positioning systems (GPS) unit that recorded the plant's location and the elevation above mean sea level (amsl), and data pertaining to the species occurrence (e.g., vegetation communities in which it occurred, approximate number of individuals) were recorded. This information was then provided to a RECON GIS analyst for preparation of the maps and report figures using GIS software.

### **2.2.3 Jurisdictional Resources Assessment**

During the biological reconnaissance survey, BBS conducted an assessment of the BSA for the potential to support jurisdictional resources covered by U.S. Army Corps of Engineers (USACE), CDFW, Regional Water Quality Control Board (RWQCB), and/or the City. These jurisdictional resources include, but are not limited to, "waters of the United States" and "waters

of the State” (including potential wetlands and vernal pools). The assessment was conducted by walking meandering transects throughout the BSA and evaluating areas of the BSA with potential topography and vegetation that could potentially support jurisdictional resources.

### **3.0 RESULTS**

BBS biologist Laurie Gorman conducted the biological reconnaissance survey and vegetation mapping within and adjacent to the BSA on October 14, 2014, between the hours of 0845 and 1200. Weather conditions during the survey included air temperatures ranging from 68 to 83 degrees Fahrenheit, wind speeds ranging from 0 to 2 miles per hour, 10 to 80 percent cloud cover, and no precipitation. BBS biologist Darin Busby was also on-site during the biological reconnaissance survey to perform the jurisdictional resources assessment, and Margie Mulligan (Mulligan Biological Consulting) was on-site during the biological reconnaissance survey to perform a fall 2014 focused sensitive plant survey. Ms. Mulligan conducted two additional spring 2015 focused sensitive plant surveys on March 20 and May 7, 2015.

The following sections describe the physical characteristics, the general botanical resources, the general zoological resources, and the sensitive biological resources observed and/or detected within the BSA. Appendix A contains representative photographs of the BSA.

#### **3.1 Physical Characteristics and Project Background**

The BSA is located entirely within the City MHPA and coastal overlay zone (see Figure 4). The BSA is surrounded by open space and is located within a 100-year floodplain and the CVREP Plan 50-foot landscape buffer, which is an open space recreational use area separating the Carmel Creek floodway to the north and residential development to the southeast. El Camino Real runs north-south through the western third of the BSA, separating the vegetation communities within the BSA from the open space to the west. The existing east-west SR-56 bike path meanders through the northeastern portion of the BSA, continuing west under El Camino Real towards Torrey Pines State Natural Reserve by way of an underpass approximately 250 feet north of the BSA.

Elevations within the BSA range from approximately 84 feet amsl in the southeastern edge to approximately 27 feet amsl at the northeastern edge. The BSA is dominated by native upland vegetation communities, with riparian and disturbed vegetation and urban/developed land cover types also present. The vegetation communities within the BSA are discussed in more detail later in Section 3.2.1.

The online query of the USDA NRCS soil survey maps (USDA 2014) resulted in one soil type present within the BSA: Corralitos loamy sand, 9 to 15 percent slopes. This is a somewhat excessively drained soil found on alluvial fans, toeslopes, and rising base slopes. This soil is alluvium derived from calcareous sandstone. The typical profile of this soil type is loamy sand to 9 inches and loamy fine sand and loamy sand or sand and fine sand from 9 to 43 inches. The depth to a restrictive feature can be more than 60 inches, and the depth to the water table is more than 80 inches. There is no risk for ponding or flooding. This is the historical soil recorded in the BSA; however, previous grading, land disturbance, and potential fill on-site may have altered the integrity and composition of the soil.



### 3.2 Botanical Resources – Flora

Botanical resources within the BSA include the vegetation communities and land cover types as well as the plant species that occur within the BSA. These are discussed in more detail below.

#### 3.2.1 Vegetation Communities and Land Cover Types

A total of five upland vegetation communities and land cover types and one wetland vegetation community occur within the BSA, including Diegan coastal sage scrub, revegetated coastal sage scrub, non-native grassland, disturbed habitat, urban/developed, and southern willow scrub (see Figure 6). These vegetation communities and land cover types are summarized in Table 1 below. A brief description along with the plant species observed in each vegetation community is provided below.

**Table 1. Vegetation Communities and Land Cover Types within the Biological Survey Area (BSA)**

MSCP Tier		Vegetation Community/ Land Cover Type	Project Impact Area (acres*)	100-foot Buffer (acres*)	Total BSA (acres*)
Upland Communities & Land Cover Types	Tier II Uncommon Uplands	Diegan Coastal Sage Scrub	0.02	0.70	0.72
		Revegetated Coastal Sage Scrub	0.02	0.37	0.39
	Tier IIIB Common Uplands	Non-Native Grassland	0.06	0.11	0.17
	Tier IV Other Uplands	Disturbed Habitat	0.12	--	0.12
		Urban/Developed	0.02	0.64	0.66
Wetland Communities	Riparian Scrub	Southern Willow Scrub	--	0.07	0.07
TOTAL			0.23**	1.89**	2.13**

\*Acreages are approximate and rounded to the nearest hundredth of an acre.

\*\*Totals represent actual totals without rounding error.

#### **Diegan Coastal Sage Scrub (Tier II: Uncommon Uplands; Oberbauer Code 32510, Updated Holland Code 32500)**

Diegan coastal sage scrub is a wide-spread vegetation community ranging from coastal Los Angeles County into northern Baja California, Mexico. It consists mainly of low, soft-woody sub-shrubs (approximately 3 feet high) that are most actively growing in winter and early spring. Many taxa within this community are facultatively drought-deciduous. Stem- and leaf-succulents are also often present but are usually not conspicuously dominant species. This association is typically found on dry sites, such as steep, south-facing slopes or clay-rich soils that are slow to release stored water. Dominant shrub species in this vegetation type vary, depending on local site factors and levels of disturbance.

A total of approximately 0.72 acre of Diegan coastal sage scrub occurs within the BSA, with approximately 0.02 acre within the project impact area and 0.70 acre within the 100-foot buffer area. Diegan coastal sage scrub occurs on a northwest-facing slope located in the southeastern half of the BSA and is dominated by California sagebrush (*Artemisia californica*), black sage (*Salvia mellifera*), broom baccharis (*Baccharis sarothroides*), lemonadeberry (*Rhus integrifolia*), coyote bush (*Baccharis pilularis*), spreading goldenbush (*Isocoma menziesii* var. *menziesii*), coast California buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*), toyon (*Heteromeles arbutifolia*), and deerweed (*Acmispon glaber* var. *glaber*).

**Revegetated Coastal Sage Scrub (Tier II: Uncommon Uplands; Similar to Oberbauer Code 32000 and Holland Code 32510)**

Revegetated coastal sage scrub is a subtype of coastal sage scrub that represents a restored coastal sage scrub vegetation community. It is not specifically recognized by Holland (1986), because it is not a naturally occurring vegetation community. This community often results after an area was disturbed or recontoured to mitigate for impacts associated with the implementation of a project. Container plants and/or a seed mix are planted to restore the area to a natural condition based on the local topography. Evidence of restored or revegetated sites often includes irrigation distribution equipment, evenly spaced container plantings, straw wattles for interim erosion control, stakes, hydromulch, and evenly graded or plowed soil substrate, among others. On occasion, species that are not necessarily native to the immediate area are also planted, including brittlebush (*Encelia farinosa*) and cultivars of sage (*Salvia* spp.).

A total of approximately 0.39 acre of revegetated coastal sage scrub occurs in the BSA, including approximately 0.02 acre within the project impact area and 0.37 acre within the 100-foot buffer area. Revegetated coastal sage scrub occurs in the central portion of the BSA, along the eastern shoulder of El Camino Real, as well as in the northern portion of the BSA, north of the existing paved bike path. Revegetated coastal sage scrub in the BSA is dominated by California sagebrush, coyote brush, coast California buckwheat, lemonadeberry, Douglas mugwort (*Artemisia douglasiana*), telegraph weed (*Heterotheca grandiflora*), western ragweed (*Ambrosia psilostachya*), salt heliotrope (*Heliotropium curassavicum* var. *oculatum*), and white sage (*Salvia apiana*).

**Non-Native Grassland (Tier IIIB: Common Uplands; Oberbauer Code 42200, updated Holland Code 42200)**

Non-native grassland generally occurs on fine-textured loam or clay soils that are moist or even waterlogged during the winter rainy season and very dry during the summer and fall. It is characterized by a dense to sparse cover of annual grasses, often with native and non-native annual forbs (Holland 1986). This habitat is a disturbance-related community most often found in old agricultural fields or in openings in native scrub habitats. This association has replaced native grassland and coastal sage scrub at many localities throughout southern California. Typical non-native grasses found within the non-native grassland community include red brome (*Bromus madritensis* ssp. *rubens*), ripgut grass (*Bromus diandrus*), wild oat (*Avena barbata*), and soft chess (*Bromus hordeaceus*). Characteristic forbs include red-stem filaree (*Erodium*

*cicutarium*), mustard (*Brassica* spp.), tar plant (*Deinandra* spp.), and California goldfields (*Lasthenia* spp.).

A total of approximately 0.17 acre of non-native grassland occurs within the BSA, including approximately 0.06 acre within the project impact area and 0.11 acre within the 100-foot buffer area. Non-native grassland occurs in the central portion of the BSA and is dominated by ripgut grass, soft chess, red brome, Australian saltbush (*Atriplex semibaccata*), and Australian tumbleweed (*Salsola australis*).

#### **Disturbed Habitat (Tier IV: Other Uplands; Oberbauer Code 11300, No Holland Code)**

Disturbed habitat includes areas that retain a soil substrate but have been physically disturbed by previous human activity. These areas are no longer recognizable as a native or naturalized vegetation association. Vegetation, if present, is typically composed of predominately non-native species introduced and established through human action. These areas are not typically artificially irrigated but receive water from precipitation and runoff. Examples of disturbed habitat include areas that have been graded, cleared for fuel management purposes, recently-graded firebreaks, graded construction pads and staging areas, off-road vehicle trails, and old home sites.

A total of approximately 0.12 acre of disturbed habitat occurs in the BSA, all of which is in the project impact area. The disturbed habitat is located in the central portion of the BSA and comprises an existing dirt path with compacted soil that has little to no vegetated cover, and an area south of the dirt path with disturbed soil that is dominated by non-native plant species, including sea fig (*Carpobrotus chilensis*) and Australian tumbleweed. A few native species are also present, including western ragweed and spreading goldenbush.

#### **Urban/Developed (Tier IV: Other Uplands; Oberbauer Code 12000, No Holland Code)**

Urban/developed areas have been constructed upon or otherwise physically altered to the extent that native vegetation is no longer supported. These areas contain permanent or semi-permanent structures, pavement or hardscape, and landscaped areas that often require irrigation. Urban/developed can also describe areas where no natural land is evident due to a large amount of debris or other man-made materials, such as a recycling plant or quarry.

A total of approximately 0.66 acre of urban/developed areas occurs within the BSA, including approximately 0.02 acre within the project impact area and 0.64 acre within the 100-foot buffer area. Urban/developed areas comprise El Camino Real, the adjacent sidewalk, and ornamental landscaping in the western third of the BSA; the existing paved bike path in the northern portion of the BSA; and a concrete-lined V-ditch that traverses the center of the BSA from south to north (see Figure 6). The dominant plant species within the ornamental landscaping along El Camino Real include gum cistus (*Cistus ladanifer*), coast live oak (*Quercus agrifolia* var. *agrifolia*), rosemary (*Rosmarinus officinalis*), western sycamore (*Platanus racemosa*), crimson fountain grass (*Pennisetum setaceum*), and Fremont cottonwood (*Populus fremontii* ssp. *fremontii*).

### **Southern Willow Scrub (Riparian Habitat; Oberbauer Code 63320, updated Holland Code 63320)**

Southern willow scrub is found on loose, sandy, or fine gravelly alluvium deposited near stream channels during floods, and most stands are too dense to allow much understory to develop (Holland 1986).

A total of approximately 0.07 acre of southern willow scrub occurs within the BSA, all of which is in the 100-foot buffer area and outside the project impact area. Southern willow scrub occurs along the edge of Carmel Creek in the northern portion of the BSA and as a small, isolated patch in the southern portion of the BSA. The small, isolated patch of southern willow scrub in the southern portion of the BSA is likely sustained by landscape irrigation along El Camino Real. These patches of southern willow scrub occur approximately 80 feet from the edge of the project impact area. The southern willow scrub in the BSA is dominated by arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), Hinds' willow (*Salix exigua* var. *hindsiana*), mule fat (*Baccharis salicifolia*), Douglas mugwort, broom baccharis, and western sycamore.

#### **3.2.2 Plant Species**

During the surveys conducted for the proposed project, a total of 94 plant species were observed within the BSA, with 51 species (54 percent) considered native and the remaining 43 species (46 percent) considered non-native and/or naturalized into the area. Dominant plant species are discussed by vegetation community in Section 3.2.1 above. A list of plant species detected within the BSA is included as Appendix B.

#### **3.3 Zoological Resources – Fauna**

A total of 18 wildlife species were detected within and adjacent to the BSA during the biological reconnaissance survey conducted on October 14, 2014. Representative species detected are typical of the habitats present within and adjacent to the BSA and included Anna's hummingbird (*Calypte anna*), western scrub-jay (*Aphelocoma californica*), California towhee [*Melospiza (=Pipilo) crissalis*], house finch [*Haemorhous (=Carpodacus) mexicanus frontalis*], coyote (*Canis latrans*), and raccoon (*Procyon lotor*). One sensitive wildlife species, Belding's orange-throated whiptail, was observed within the BSA during the biological reconnaissance survey; more information regarding this observation is included in Section 3.4.3 of this report. Appendix C provides a list of wildlife species detected within and adjacent to the BSA during the reconnaissance survey.

#### **3.4 Sensitive Biological Resources**

Sensitive biological resources include sensitive vegetation communities, sensitive plant and wildlife species, wildlife movement corridors and nursery sites, and jurisdictional resources. For purposes of this report, "sensitive species" are defined as City of San Diego MSCP-covered species; species considered rare, threatened, endangered, endemic, and/or sensitive by USFWS, CNPS and/or CDFW; and avian species covered by the MBTA and/or California Fish and Game Code (CFG) 3503.5. Biological resource sensitivity determinations follow the guidelines

presented in the Significance Determination Thresholds under the California Environmental Quality Act (CEQA; City 2011).

Assessments for the potential occurrence of sensitive biological resources are based upon known ranges, habitat preferences for the species, historical species occurrence records from the CNDDDB (CDFW 2014a), and species occurrence records from other sites in the vicinity of the BSA. The following sections provide definitions for each of these sensitive biological resources and describe the sensitive biological resources that are known to occur or have a potential to occur within and/or adjacent to the BSA.

### **3.4.1 Sensitive Vegetation Communities and Environmentally Sensitive Lands**

Sensitive vegetation communities are vegetation assemblages, associations, or subassociations that have cumulative losses throughout the region, have relatively limited distribution, support or potentially support sensitive species, or have particular value to other wildlife. Typically, sensitive vegetation communities are considered sensitive whether or not they have been disturbed. Sensitive vegetation communities are regulated by various local, state, and federal resource agencies.

The ESL Regulations, as defined in the City Biology Guidelines, include those lands within the MHPA; wetlands occurring within or outside of the MHPA; vegetation communities classified as Tier I, II, IIIA, or IIIB; habitat for sensitive species; and steep hillsides with a slope gradient of at least 25 percent over a vertical gain of at least 50 feet, or a slope gradient of at least 200 percent over a vertical gain of at least 10 feet (City 2004); coastal beaches; coastal bluffs; and/or Special Flood Hazard Areas. Tier IV vegetation communities are not considered sensitive (City 2012).

The BSA is within the City jurisdiction and subject to regulations set forth by the City MSCP Subarea Plan. The entire BSA occurs within the MHPA (see Figure 4); therefore, the entire BSA is classified as ESL. In addition, the following sensitive resources within the BSA are considered ESL (see Figures 6 and 7):

- Approximately 0.72 acre of Diegan coastal sage scrub (Tier II);
- Approximately 0.39 acre of revegetated coastal sage scrub (Tier II);
- Approximately 0.17 acre of non-native grassland (Tier IIIB);
- Approximately 0.07 acre of southern willow scrub (Riparian Scrub);
- Steep hillsides in the northeastern and southeastern portion of the BSA;
- Suitable coastal California gnatcatcher (*Poliioptila californica californica*) habitat (i.e., Diegan coastal sage scrub and revegetated coastal sage scrub), because this species is a federally listed threatened species, a state species of special concern, and an MSCP-covered species; and
- Suitable least Bell's vireo (*Vireo bellii pusillus*) habitat (i.e., southern willow scrub), because this species is a federally listed endangered species, a state-listed endangered species, and an MSCP-covered species.

### 3.4.2 Sensitive Plant Species

For purposes of this report, sensitive plant species include those that are (1) listed as threatened or endangered or proposed for listing by federal or state agencies; (2) California Rare Plant Ranks (CRPR) List 1 or List 2 (CNPS 2014); or (3) considered rare, endangered, or threatened by CDFW (CDFW 2011a) or other local conservation organizations or specialists (includes MSCP-covered species and narrow endemic species). Noteworthy plant species are considered to be those that are CRPR List 3 or List 4 (CNPS 2014).

The literature review and database search resulted in a list of 41 sensitive plant species that have historically occurred within 3 miles of the BSA (County of San Diego 2014, CDFW 2014a, and USFWS 2014a). Of these 41 species, one – Del Mar Mesa sand aster (*Corethrogyne filaginifolia* var. *linifolia*) – was observed within the BSA during the fall and spring sensitive plant species surveys. In addition, Engelmann oak (*Quercus engelmannii*), which is not known historically from the vicinity, was also observed within the BSA during the fall and spring sensitive plant surveys. Of the remaining 40 species that have historically occurred within 3 miles of the BSA, none of them are expected to occur within the BSA based on: (1) their not being detected during the fall 2014 and spring 2015 sensitive plant surveys; (2) a lack of suitable habitat within the BSA; and/or (3) a lack of recent historical records in the vicinity of the BSA.

The following paragraphs provide detail on the two sensitive plant species that are present within the BSA. A table summarizing the habitat requirements and occurrence potential of all 42 sensitive plant species is included as Appendix D. A memo report summarizing the results of the fall 2014 and spring 2015 focused sensitive plant surveys is included as Appendix E.

#### **Del Mar Mesa Sand Aster**

Del Mar Mesa sand aster is a California endemic species, a CRPR 1B.1 (seriously threatened in California and elsewhere) species, and an MSCP-covered species. It is a perennial herb in the Asteraceae family that typically blooms from May to September. This species is found in sandy soils associated with coastal bluff scrub, openings in maritime chaparral, and coastal sage scrub. Del Mar Mesa sand aster is known only from San Diego County, at elevations between 45 and 495 feet amsl. This species is threatened by development, non-native plant species, trampling by foot traffic, and road maintenance (CNPS 2014).

Del Mar Mesa sand aster is present within the BSA. A total of 44 individual plants were found in nine locations in disturbed habitat and Diegan coastal sage scrub throughout the BSA during the fall 2014 and spring 2015 focused sensitive plant surveys (see Figure 6). A total of 12 individual plants in three locations in disturbed habitat and revegetated coastal sage scrub occur within the proposed project impact area. The remaining six locations (32 individuals) occur in the Diegan coastal sage scrub south of the existing paved bike path and outside the proposed project impact area but within the 100-foot buffer area. While no additional individuals were observed adjacent to the BSA, several populations are known to occur within the vicinity of the proposed project and the BSA is located within the known range of Del Mar Mesa sand aster (CNDDDB 2014).

## **Engelmann Oak**

Engelmann oak is a CRPR 4.2 (limited distribution and moderately threatened in California) species. It is a perennial deciduous tree in the Fagaceae family that typically blooms from March to June. This species is found in chaparral, cismontane woodland, riparian woodland, and valley and foothill grassland. Engelmann oak is known from Santa Catalina Island and Los Angeles, Orange, Riverside, and San Diego counties, at elevations between 400 and 4,300 feet amsl. This species is threatened by development, soil compaction, and grazing.

Engelmann oak is present within the BSA (see Figure 6). During the fall 2014 and spring 2015 focused sensitive plant surveys, one individual was found north of the existing paved bike path and outside the proposed impact area, within revegetated coastal sage scrub. This individual is assumed to have been planted, because the BSA occurs below the elevation requirement and is outside the known range for this species (CDFW 2014a). No other individuals were found, and this species is not expected to occur in any other portion of the BSA. The Engelmann oak individual present in the BSA is not considered sensitive because it is not naturally occurring and therefore is not contributing to a viable population.

### **3.4.3 Sensitive Wildlife Species**

For purposes of this report, sensitive wildlife species include those that are (1) listed as threatened or endangered or proposed for listing by USFWS or CDFW; (2) designated as “fully protected” by CDFW, (3) considered “species of special concern” by CDFW, and/or (4) considered “taxa to watch” by CDFW (CDFW 2011b). In addition, species included on the MSCP covered species list are also included as sensitive species. Species that are covered by the federal Migratory Bird Treaty Act (MBTA) were also considered. As the list of species covered under the MBTA is extensive, these species are not included in the sensitive wildlife species table. However, they are addressed further in Section 4.3 below.

The literature review and database search resulted in a list of 60 sensitive wildlife species that have historically occurred within the vicinity of the BSA (County of San Diego 2014 and CDFW 2014a). Of the 60 sensitive wildlife species evaluated for their potential to occur within or adjacent to the BSA, 36 are not expected to occur within or adjacent to the BSA. Of the remaining 24 species, two have a high potential to occur within, seven have a moderate potential to occur, 14 have a low potential to occur, and one – Belding’s orange-throated whiptail – was detected within the BSA.

The following paragraphs provide detail on the 24 sensitive wildlife species that are known to occur or have a potential to occur within the BSA. A table summarizing the habitat requirements and potential for occurrence of all 60 sensitive wildlife species evaluated for their potential to occur is included as Appendix F.

#### **Belding’s Orange-throated Whiptail**

Belding’s orange-throated whiptail is a CDFW species of special concern and an MSCP-covered species. This subspecies ranges from southwestern San Bernardino County, south into Baja California, Mexico, and is found at elevations from sea level to 2,000 feet amsl. Belding’s

orange-throated whiptail is found in open coastal sage scrub, chaparral, and streamside growth with loose sandy soils (Stebbins 2003). It prefers sage scrub that covers approximately 50 percent of the ground without dense grasses in between, but it also inhabits dense to extremely open stands of sage scrub as well as chamise chaparral. It can also often be found in upland revegetation sites, because these areas provide the open habitat it prefers. Threats to Belding's orange-throated whiptail are attributed to habitat loss and fragmentation caused by development (California Herps [CAHerps] 2014).

One Belding's orange-throated whiptail was observed within the revegetated coastal sage scrub in the western portion of the BSA, just east of El Camino Real, during the reconnaissance survey (see Figure 6). Diegan coastal sage scrub and revegetated coastal sage scrub provides suitable habitat to support this species within and adjacent to the BSA, including small portions of the impact area at the eastern end and near the western end of the proposed bike path connector.

### **Western Spadefoot**

The western spadefoot (*Spea hammondi*) is a CDFW species of special concern. The range of the western spadefoot extends from the Central Valley and bordering foothills in California as well as from the coastal ranges south of San Francisco Bay southwards to northwestern Baja California, Mexico (NatureServe 2014). This species can be found from near sea level to elevations up to approximately 4,460 feet amsl (Zeiner et al. 1998; Jennings and Hayes 1994). The western spadefoot can be found in a variety of lowland, foothill, and mountain habitats including washes, river floodplains, alluvial fans, playas, alkali flats, temporary ponds, vernal pools, mixed woodlands, grasslands, coastal sage scrub, and chaparral. Although the western spadefoot is typically found in open areas with sandy or gravelly soils (CAHerps 2014, NatureServe 2014; Stebbins 2003), this species has been observed in vernal pools containing clay soils on Otay Mesa. Surface activity can occur from October through April depending on rainfall, and oviposition occurs between late February and May in temporal pools and slow-moving sections of streams (Jennings and Hayes 1994). Threats to western spadefoot are due to habitat loss caused by development and possibly by the introduction of mosquito fish (CAHerps 2014).

The western spadefoot has a low potential to occur in the northern portion of the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014; CDFW 2014a), and the BSA is within the known range of the species. However, only marginally suitable breeding habitat is present within the southern willow scrub along the northern edge of the BSA along Carmel Creek.

### **Silvery Legless Lizard**

The silvery legless lizard (*Anniella pulchra pulchra*) is a CDFW species of special concern. Its range extends from the San Joaquin River, south into northwestern Baja California, Mexico, at elevations from sea level to 5,100 feet amsl (Stebbins 2003). The silvery legless lizard is found in leaf litter and loose soil on beaches and in coastal scrub, chaparral, and open riparian habitats. Sandy washes and beach dunes are used for burrowing, while logs and leaf litter are used for cover and feeding. This nocturnal lizard is susceptible to drying and must be in or near moist soil for thermal regulation. Soil moisture may limit these lizards within the extent of their range



(Bury and Balgooyen 1976; Miller 1944). Threats to silvery legless lizard include agriculture, introduction of non-native vegetation, residential development, mining for sand, golf courses, off-road vehicle activity, and trampling (Stebbins 2003).

The silvery legless lizard has a moderate potential to occur within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014) and the BSA is within the known range of the species. Leaf litter and moist soils within the revegetated coastal sage scrub and southern willow scrub along the northern edge of the BSA at the edge of Carmel Creek provides moderately suitable habitat to support this species.

### **Coast Horned Lizard**

The coast horned lizard (*Phrynosoma coronatum* [San Diego/*blainvillii* pop.]) is a CDFW species of special concern and an MSCP-covered species. The coast horned lizard occurs from the upper Sacramento Valley southward along the Coast Ranges, southern Sierra foothills, and coastal slope of the Peninsular Ranges of southern California and into Baja California, Mexico. The coast horned lizard is found in a variety of habitats, including scrubland, grassland, coniferous forest, and broadleaf woodland, with areas for basking and loose soils, at elevations ranging from sea level to approximately 7,900 feet amsl (Stebbins 2003). Threats to coast horned lizard are due to human activity including development, converting native habitat to agriculture, urbanization, and the introduction of Argentine ants (*Linepithema humilis*); Argentine ants displace native harvester ants, which serve as the primary food source for the coast horned lizard (Jones and Lovich 2009).

The coast horned lizard has a moderate potential to occur within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014; CDFW 2014a) and the BSA is within the known range of the species. Within the BSA, the Diegan coastal sage scrub and revegetated coastal sage scrub provide suitable habitat for the species. No native harvester ants were observed within or adjacent to the BSA.

### **Coronado Skink**

The Coronado skink (*Plestiodon skiltonianus interparietalis*) is a CDFW species of special concern. This subspecies ranges from central Riverside County south to Baja California, Mexico (Jennings and Hayes 1994). In San Diego County, the Coronado skink is found in a variety of habitats including grassland, open woodland, forest, and broken chaparral habitats, often associated with mesic areas. This secretive subspecies prefers habitat with rocks, woody debris, leaves, or thick vegetation to hide under. Threats to the Coronado skink include habitat loss to citrus and avocado orchards, pesticide use in agricultural fields and orchards, and human use of surface and ground water causing mesic areas to become drier (CAHerps 2014).

The Coronado skink has a moderate potential to occur within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014; CDFW 2014a), and the BSA is within the known range of the species. Within the BSA, the Diegan coastal sage scrub and revegetated coastal sage scrub provide suitable habitat for the species.

### **Red Diamond Rattlesnake**

The red diamond rattlesnake (*Crotalus ruber*) is a CDFW species of special concern. This species occurs on both sides of the Peninsular Ranges of southwestern California from San Bernardino County south into Baja California, Mexico. The red diamond rattlesnake is found in a variety of habitats including coastal sage scrub, desert scrub, open chaparral, woodland, grassland, and cultivated areas at elevations from sea level to approximately 4,900 feet amsl, but typically below 3,900 feet amsl (Stebbins 2003). Threats to the red diamond rattlesnake are due to habitat loss, particularly within the coastal regions of its range (CAHerps 2014).

The red diamond rattlesnake has a moderate potential to occur within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014) and the BSA is within the known range of the species. Within the BSA, the Diegan coastal sage scrub and revegetated coastal sage scrub provide suitable habitat for the species.

### **Two-Striped Gartersnake**

The two-striped gartersnake (*Thamnophis hammondi*) is a CDFW species of special concern. This species ranges from San Luis Obispo County south to El Rosario in Baja California, Mexico, from sea level to 8,000 feet amsl (Jennings and Hayes 1994). The two-striped gartersnake is normally found in or near permanent fresh water, inhabiting streams, ponds, and lakes throughout its range (Stebbins 1985) and can even be found in temporary bodies of water such as vernal pools. The two-striped gartersnake inhabits riparian areas during summer months and occupies adjacent coastal sage scrub and grasslands during the winter (Jennings and Hayes 1994). Population declines in the two-striped gartersnake are generally attributable to impacts related to the loss of natural wetlands and increased development near and in suitable habitat.

The two-striped gartersnake has a low potential to occur within the BSA. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA (County of San Diego 2014), these records are from over 10 year ago. The last record from Carmel Valley is from 1966. Marginally suitable habitat is present within the revegetated coastal sage scrub and southern willow scrub along the northern portion of the BSA at edge of Carmel Creek.

### **Cooper's Hawk**

The Cooper's hawk (*Accipiter cooperii*) is a CDFW taxa to watch and an MSCP-covered species. This species is wholly endemic to North America, but widespread, with both migratory and resident populations ranging from southern Canada to southern Mexico. In California, the species is a resident, but migrants from its northern range substantially increase the population during the winter months (Curtis et al. 2006; Unitt 2004). Although this species was previously associated only with semi-dense woodlands, the Cooper's hawk has adapted to urban landscapes, as is often at least as numerous in urban habitats as in natural ones (Unitt 2004). The Cooper's hawk was listed in 1978 as a species of concern by CDFW, because the population was in decline as a result of hunting, destruction of riparian woodland, and pesticide contamination (Remsen 1978). However, recent studies suggest that populations have recovered in many areas, as it has adapted to breeding in urban areas (Curtis et al. 2006; Unitt 2004). However, with the

colonization of urban habits also comes an increased incidence of collision with windows and disease (Curtis et al. 2006; Unitt 2004).

The Cooper's hawk is not expected to nest within the BSA, but it has a moderate potential to forage within the BSA and a moderate potential to nest and forage adjacent to the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014), and the BSA is in the known range of the species. While the BSA lacks suitable stands of trees to support nesting for this species and receives regular bicycle and pedestrian traffic and road noise, suitable nesting habitat for this species exists in large trees within the 300-foot fauna survey buffer east of the BSA.

### **White-Tailed Kite**

The white-tailed kite (*Elanus leucurus majusculus*) is a CDFW fully protected species. Though previously threatened with extinction in the early part of the 20<sup>th</sup> century, this species now ranges from the west coast of the U.S., south through Texas, and south in scattered areas across Mexico and South America. In California, most of the population occurs west of the Sierra Nevada in lowlands, coastal areas, and inland valleys (Small 1994). This species inhabits open country where grasslands, agricultural fields, marshes and even roadsides provide sufficient populations of their primary prey, the California vole (*Microtus californicus*; Unitt 2004). A notable aspect of its non-breeding biology is its communal roosting, and some winter roosts may contain over 100 birds (Garrett and Dunn 1981; Unitt 2004). Previous population declines have been attributed to shooting, habitat loss, and poisoning of small rodents (Dunk 1995; Unitt 2004). In the past three decades, this species has dramatically expanded in numbers and range in the western U.S. (Dunk 1995; Patten et al. 2003).

The white-tailed kite is not expected to nest within the BSA, but it has a low potential to forage within the BSA and a low potential to nest and forage adjacent to the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014), and the BSA is in the known range of the species. While the BSA lacks suitable stands of trees to support nesting for this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable nesting habitat for this species exists in trees within the outer edges of the 300-foot fauna survey buffer east and north of the BSA.

### **Least Bell's Vireo**

The least Bell's vireo is a federally listed endangered species, a state-listed endangered species, and an MSCP-covered species. It is dependent upon riparian habitat during the breeding season and prefers willow-dominated woodland or scrub that typically exists along streams and rivers. Other habitat types also used include mule fat scrub, mixed oak/willow woodland, mesquite woodland, and elderberry scrub. Habitat characteristics that appear to be essential for least Bell's vireo nesting and foraging include dense cover from 3 to 6 feet in height for, and a stratified canopy providing both foraging habitat and song perches for territorial advertisement. The least Bell's vireo breeds in lowlands from central to southern California and winters in southern Baja California, Mexico. It is threatened by habitat destruction combined with brood parasitism by brown-headed cowbirds (*Molothrus ater*). Currently, with restriction of riparian habitat destruction, extensive cowbird trapping, and protection afforded by the Endangered Species Act,

least Bell's vireo populations have recovered in some areas of cismontane southern California, and populations are expanding into former ranges.

The least Bell's vireo has a low potential to nest and forage within and adjacent to the BSA. Historical records exist within 3 miles of the BSA (CDFW 2014a; USFWS 2014a), and the BSA is in the known breeding range of the species. While the BSA receives regular bicycle and pedestrian traffic and road noise, marginally suitable nesting habitat for this species exists in southern willow scrub in the northern edge of the BSA within the 100-foot buffer, outside the project area. In addition, higher quality suitable nesting and foraging habitat is present within the 300-foot fauna survey buffer next to Carmel Creek, north of the BSA.

### **Coastal California Gnatcatcher**

The coastal California gnatcatcher is a federally listed threatened species, a CDFW species of special concern, and an MSCP-covered species. The California gnatcatcher (*Polioptila californica*) has one of the most limited distributions of any bird species in North America, limited to specific vegetation communities from coastal southern California to the southern tip of Baja California, Mexico. One of three subspecies, the coastal California gnatcatcher (*P.c. californica*) occurs from southern California south to Ensenada, Baja California, Mexico. Fewer than 5,000 pairs of coastal California gnatcatchers are estimated to persist in coastal southern California, where their distribution is mostly restricted to coastal sage scrub below 1,640 feet amsl (Atwood et al. 2001; Mock 2004). The highest densities of coastal California gnatcatcher occur in Orange and San Diego counties, with lower densities in western Riverside County and southwestern San Bernardino County. Isolated populations also exist in Los Angeles and Ventura counties (Mock 2004). A year-round resident, this species typically breeds from March through July and nests predominantly in California sagebrush and other coastal sage scrub species in proportion to their availability (Unitt 2004). The primary threat to this species is habitat loss due to agriculture and urban development (Unitt 2004).

The coastal California gnatcatcher has a high potential to nest and forage within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014, CDFW 2014a, USFWS 2014a), and the BSA is within the known range of the species. Although the BSA receives regular bicycle and pedestrian traffic and road noise, suitable nesting and foraging habitat exists within Diegan coastal sage scrub and revegetated coastal sage scrub throughout the BSA and within the 300-foot fauna survey buffer.

### **Yellow Warbler**

The yellow warbler [*Setophaga* (= *Dendroica*) *petechia brewsteri*] is a CDFW species of special concern. This subspecies breeds throughout the northern U.S., Canada, California, and parts of Mexico, and winters from southern Mexico south to eastern Brazil (Lowther et al. 1999). In California, it currently breeds throughout much of the state, inhabiting coastal areas along the length of the state, inland in northern California, and along the eastern and western slopes of the Sierra Nevada Mountains. This subspecies inhabits a variety of riparian habitats, varying widely by biogeographic region, usually in close proximity to water along streams and in wet meadows (Grinnell and Miller 1944; Lowther et al. 1999). The yellow warbler is known throughout its range as the most frequent host of the brown-headed cowbird (Lowther et al. 1999). Following

widespread trapping of cowbirds after the least Bell's vireo was federally listed as endangered in 1986, the yellow warbler populations surged. This subspecies appears to have reoccupied much of its former range, with the exception of the Central Valley populations (Unitt 2004; Shuford and Gardali 2008). This subspecies is also threatened by habitat loss and destruction (Remsen 1978; Rosenberg et al. 1991; Unitt 2004).

The yellow warbler is not expected to nest or forage within the BSA but has a low potential to nest and forage adjacent to the BSA. Although no historical records exist within 3 miles of the BSA (CDFW 2014a; USFWS 2014a), the BSA is in the known breeding range of the species. While the BSA lacks suitable riparian habitat to support nesting for this species receives regular bicycle and pedestrian traffic and road noise, marginally suitable nesting habitat for this species exists in the southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.

### **Yellow-Breasted Chat**

The yellow-breasted chat (*Icteria virens*) is a CDFW species of special concern. This species is widely distributed across the U.S. where it breeds in summer after migrating from its wintering grounds in southern Mexico and Central America. Though formerly more widespread, this species is now primarily found in coastal California, the foothills of the Sierra Nevada Mountains, and east of the Cascade Mountains in northern California, from sea level to 6,500 feet amsl. It is also found in desert riparian habitats in eastern California, including the Imperial Valley and along the Colorado River. Chat species require dense riparian habitats with well-developed shrub-layer and an open canopy; nesting habitat is usually restricted to the narrow border of streams, sloughs, and rivers (Shuford and Gardali 2008). Though historically fairly common, the yellow-breasted chat suffered population declines in the middle of the 20<sup>th</sup> century along with other riparian species due to habitat loss and the invasion of the brown-headed cowbird (Rosenberg et al. 1991; Unitt 2004). Since that time, however, its population has made a comeback, likely as a result of focused cowbird removal programs as well as its subsequent adaptation to breeding in alternative habitats, such as tamarisk and mesquite woodlands (Patten et al. 2003; Rosenberg et al. 1991; Unitt 2004).

The yellow-breasted chat is not expected to nest or forage within the BSA but has a low potential to nest and forage adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the known breeding range of the species. While the BSA lacks suitable riparian habitat to support nesting for this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable nesting and foraging habitat exists within southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.

### **Southern California Rufous-Crowned Sparrow**

The southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*) is a CDFW taxa to watch and an MSCP-covered species. One of four subspecies of rufous-crowned sparrows in California, *A.r. canescens* is a fairly common, year-round resident of southwestern California. Its range is restricted to coastal slopes of the Transverse and Peninsular Ranges from northwest Los Angeles County south into northwestern Baja California, Mexico (Collins 1999; Thorngate

and Parsons 2005). This subspecies prefers fairly steep grassy hillsides with moderate shrub cover, rock outcrops, and canyons, ranging from elevations of 200 to 4,600 feet amsl (Collins 1999). This subspecies can also be found breeding in coastal bluff scrub, low-growing serpentine chaparral, and sage scrub on gentle rolling hillsides (Thorngate and Parsons 2005). The rufous-crowned sparrow thrives in areas that have recently been burned and will stay in these open, disturbed habitats for years (Thorngate and Parsons 2005; Unitt 2004). The southern California rufous-crowned sparrow requires large expanses of unbroken native habitat to sustain viable populations. The primary threat to this species is habitat fragmentation due to development (Unitt 2004).

The southern California rufous-crowned sparrow has a high potential to nest and forage within the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014; CDFW 2014a), and the BSA is within the known range of the species. Although the BSA receives regular bicycle and pedestrian traffic and road noise, suitable nesting and foraging habitat exists within Diegan coastal sage scrub and revegetated coastal sage scrub throughout the BSA and within the 300-foot fauna survey buffer.

### **Western Bluebird**

The western bluebird (*Sialia mexicana*) is an MSCP-covered species. This species breeds in western North America, from southern British Columbia and southwestern Alberta south to northern Baja California and the Central Volcanic Belt of Mexico, but it is largely absent from the Great Basin. In California, the breeding range extends from the Oregon border south (except Warner Mountain region) to Mono, Kern, and Santa Barbara counties, and from Ventura, Los Angeles, and San Bernardino counties south through the Transverse and Peninsular ranges of southwestern California to southern San Diego County (Garrett and Dunn 1981; Small 1994). This species inhabits open coniferous and deciduous woodlands; wooded riparian areas; grasslands; farmlands; and burned, moderately logged, and edge areas with scattered trees, snags, or other suitable nest and perch sites. Clear-cutting, snag removal, fire suppression, and any changes in land use that cause open forest and edge habitat to be diminished adversely affect western bluebird populations (Guinan et al. 2008).

The western bluebird is not expected to occur in the BSA but has a low potential to occur adjacent to the BSA. The BSA is within the known range of the species but no historical records exist within 3 miles of the BSA. While the BSA lacks suitable habitat to support this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable habitat exists within southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.

### **Mexican Long-Tongued Bat**

The Mexican long-tongued bat (*Choeronycteris mexicana*) is a CDFW species of special concern. This species ranges from the southern U.S., through Mexico and Central America to northern South America (Harvey et al. 1999). The only records for San Diego County are from fall and winter, suggesting seasonal movement, perhaps from inland sites to warmer coastal areas (Pierson and Rainey 1998). The Mexican long-tongued bat is found in woodland and roosts in caves, buildings, bridges, and other shelters (Frey 1995). This species also is known to occupy

desert and montane riparian, desert succulent scrub, desert scrub, and pinyon-juniper habitats (Zeiner et al. 1990). This bat is a colonial breeder from May to August. Threats to the Mexican long-tongued bat are associated with mine activity including closing, reclamation, and development. These activities can disturb roost sites, and this species is very sensitive to roost disturbance (Howell and Schropfer Roth 1981).

The Mexican long-tongued bat is not expected to roost in the BSA but has a low potential to roost adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the migratory range of the species. While the BSA lacks suitable roosting habitat to support this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable roosting habitat exists along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer, north of the BSA.

### **Townsend's Big-Eared Bat**

Townsend's big-eared bat (*Corynorhinus townsendii*) is a CDFW species of special concern. This species ranges from Mexico, through the western U.S., and into southern Canada. There are also two disjunct populations within the Ozark and central Appalachian areas (Batcon 2014). Townsend's big-eared bat is found in a variety of communities, including coastal conifer and broadleaf woodlands, grasslands, deserts, and meadows. Throughout most of its geographic range, it is most common in mesic sites (Kunz and Martin 1982; Williams 1986). Townsend's big-eared bat roosts in caves, mines, tunnels, buildings, or other human-made structures, and may use different locations as day roosts, night roosts, maternity roosts, and hibernacula. Maternity colonies may be located within caves, tunnels, mines, and buildings (Zeiner et al. 1990). Threats to Townsend's big-eared bat are attributed to roost abandonment brought on by human activities (Zeiner et al. 1990).

Townsend's big-eared bat is not expected to roost in the BSA but has a low potential to roost adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the migratory range of the species. While the BSA lacks suitable roosting habitat to support this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable roosting habitat exists along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer, north of the BSA.

### **Western Red Bat**

The western red bat (*Lasiurus blossevillii*) is a CDFW species of special concern. This migratory species has a broad range, extending from southern British Columbia; throughout much of the western U.S., Mexico, and Central America; and as far south as Argentina and Chile (Pierson and Rainey 1998). Within California, the western red bat is found in coastal areas near San Francisco Bay south to the Central Valley and into eastern portions of Riverside County and central San Diego County (Pierson and Rainey 1998). It roosts in small colonies in the foliage of trees and shrubs in edge areas adjacent to streams and open fields, preferring foraging areas that are distant from human habitation (Pierson and Rainey 1998). Threats to the western red bat include predation, agricultural conversion of riparian habitat, storage reservoirs that submerge riparian habitat, pesticides from agriculture, and fire (Pierson and Rainey 1998; Batcon 2014).

The western red bat is not expected to roost in the BSA but has a low potential to roost adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the migratory range of the species. While the BSA lacks suitable roosting habitat to support this species and receives regular bicycle and pedestrian traffic and road noise, marginally suitable roosting habitat exists in the riparian scrub and along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer, north of the BSA.

### **San Diego Black-Tailed Jackrabbit**

The San Diego black-tailed jackrabbit (*Lepus californicus bennettii*) is a CDFW species of special concern. This subspecies ranges from near Mount Pinos (at the Kern-Ventura County line), southward and west of the Peninsular Range into Baja California, Mexico (Hall 1981). This subspecies can be found throughout southern California, with the exception of the high-altitude mountains. The San Diego black-tailed jackrabbit occupies open or semi-open habitats, such as coastal sage scrub and open chaparral areas; forested and thick chaparral regions are not suitable (Bond 1977). This species does not typically burrow but sits in depressions at the base of shrubs during the day. This jackrabbit is strictly herbivorous, preferring habitat with ample forage such as grasses and forbs. Reasons for decline include habitat loss, fragmentation, and disease outbreaks.

The San Diego black-tailed jackrabbit has a low potential to occur within the BSA and a moderate potential to occur adjacent to the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014; CDFW 2014a), and the BSA is within the known range of the species. In addition, the Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provide marginally to moderately suitable habitat for the species.

### **Dulzura Pocket Mouse**

The Dulzura pocket mouse (*Chaetodipus californicus femoralis*) is a CDFW species of special concern. The California pocket mouse (*C. californicus*) is known from San Francisco Bay, California, south to the border of Mexico; east to the edge of the Great Basin; and from Auburn south along the foothills of the Sierra Nevada, and west across the Tehachapi Mountains to the coast. This subspecies (*C.c. femoralis*) ranges throughout most of San Diego County into northern Baja California, Mexico. The Dulzura pocket mouse is generally found on chaparral-covered slopes and grassland, and is most abundant when these two habitats occur in close proximity (Zeiner et al. 1990; CDFW 1988-1990). This species is threatened by habitat loss due to urbanization and agricultural land uses.

The Dulzura pocket mouse has a low potential to occur within and adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species. Although the BSA has a prevalence of disturbed and urbanized habitat, compact soils, bicycle and pedestrian traffic, and road noise, portions of the Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provide marginally suitable habitat for the species.



### **Northwestern San Diego Pocket Mouse**

The northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*) is a CDFW species of special concern. This subspecies ranges from Los Angeles County and extreme southern San Bernardino County, southward into west-central Baja California, Mexico (Hall 1981). In San Diego County, northwestern San Diego pocket mouse is known from Del Mar, Dulzura, Jacumba, Lake Hodges, Pala, San Diego, and San Marcos (Bond 1977). Habitat for this subspecies is most often sparse or disturbed coastal sage scrub or grasslands with sandy soils. Threats to northwestern San Diego pocket mouse are most likely due to development, resulting in loss of habitat.

The northwestern San Diego pocket mouse has a low potential to occur within and adjacent to the BSA. Historical records exist within 3 miles of the BSA (CDFW 2014a), and the BSA is within the known range of the species. Although the BSA has a prevalence of disturbed and urbanized habitat, compact soils, bicycle and pedestrian traffic, and road noise, portions of the Diegan coastal sage scrub, revegetated coastal sage scrub, and non-native grassland within and adjacent to the BSA provide marginally suitable habitat for the species.

### **San Diego Desert Woodrat**

The San Diego desert woodrat (*Neotoma lepida intermedia*) is a CDFW species of special concern. This subspecies' range extends through coastal areas from San Luis Obispo County into Baja California, Mexico, inland to the San Bernardino Mountains in San Bernardino County and Julian in San Diego County (Hall 1981). The San Diego desert woodrat occurs west of the mountains in San Diego County within chaparral areas, preferring rock outcrops (Bond 1977). The middens (nests) of this subspecies can be occupied by multiple generations and have been documented to be as old as 200 to 400 years. The primary threat to this species is habitat loss due to development.

The San Diego desert woodrat is not expected within the BSA but has a moderate potential to occur adjacent to the BSA. Historical records exist within 3 miles of the BSA (CDFW 2014a), and the BSA is within the known range of the species. However, no woodrat middens were observed within the BSA during the biological reconnaissance survey conducted by BBS on October 14, 2014. Although the 300-foot fauna survey buffer has a prevalence of disturbed and urbanized habitat, compact soils, bicycle and pedestrian traffic, and road noise, moderately suitable habitat exists for this species within the adjacent habitats.

### **Southern Grasshopper Mouse**

The southern grass-hopper mouse (*Onychomys torridus ramona*) is a CDFW species of special concern. This subspecies ranges from the coastal slopes of northern Los Angeles County south into extreme northwestern Baja California, Mexico (Harris 1983). The southern grasshopper mouse occurs in a wide variety of arid habitats, including various types of brushlands, such as alkali desert scrub, coastal sage scrub, sagebrush, and bitterbrush (Zeiner et al. 1990). There is some evidence that the southern grasshopper mouse may be associated with clumps of cactus or yucca species (Harris 1983). Because these mice are not frequently caught in small-mammal

trapping studies, little is currently known about the population or natural history status of the southern grasshopper mouse in San Diego County (Harris 1983).

The southern grasshopper mouse has a low potential to occur within and adjacent to the BSA. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species. While the BSA has a prevalence of disturbed and urbanized habitat, compact soils, bicycle and pedestrian traffic, and road noise, portions of the Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provide marginally suitable habitat for the species.

### **Southern Mule Deer**

The southern mule deer (*Odocoileus hemionus*) is an MSCP-covered species. The southern mule deer occurs throughout undeveloped portions of San Diego County, ranging from Camp Pendleton to the Laguna Mountains, Sweetwater River, and Otay Lakes, at elevations of 400 to 3,600 feet amsl (Bleich and Holl 1982). Resident and migratory populations are present throughout California. This species requires relatively large, undisturbed tracts of chaparral, coastal sage scrub, and mixed grassland/shrub habitats. Although the species is not threatened with extinction within its range, urbanization and habitat fragmentation could result in local extirpation without appropriate conservation measures.

The southern mule deer has a low potential to occur within and adjacent to the BSA. Historical records exist within 3 miles of the BSA (County of San Diego 2014), and the BSA is within the known range of the species. However, no scat or tracks were observed during the biological reconnaissance survey conducted by BBS on October 14, 2014. Although the BSA has a prevalence of disturbed and urbanized habitat, bicycle and pedestrian traffic, and road noise, marginally suitable foraging habitat for the species exists within and adjacent to the BSA. In addition, open space within and adjacent to the BSA offers wildlife movement opportunities along the southern side of Carmel Creek, which serves as a corridor connecting inland and coastal habitats. Wildlife movement corridors are discussed in greater detail in Section 3.4.5 of this report.

### **3.4.4 Critical Habitat**

Under the Endangered Species Act (ESA), USFWS designates certain areas as “critical habitat” if they determine that these geographic areas are essential for the conservation and/or recovery of a federally listed threatened or endangered species, whether or not the species currently occupies the area. Critical habitat areas often require special management and protection to assure they will remain suitable for the federally listed species for which they have been designated. While federally listed species are protected by the ESA whether or not they are in an area that is designated as critical habitat, projects proposed within or adjacent to “critical habitat” must demonstrate that implementation of the project would not destroy or significantly impact the functions and values of the critical habitat.

No critical habitat exists within or immediately adjacent to the BSA. Critical habitat in the vicinity of the BSA includes (USFWS 2014b):

- Spreading navarretia (*Navarretia fossalis*), approximately 4.92 miles southeast of the BSA.
- San Diego fairy shrimp (*Branchinecta sandiegonensis*), approximately 0.70 mile east/southeast of the BSA.
- Western snowy plover (*Charadrius alexandrinus nivosus*), approximately 2.84 miles northeast of the BSA.
- Coastal California gnatcatcher, approximately 4.73 miles northeast of the BSA.

### 3.4.5 Wildlife Movement Corridors

Wildlife corridors are essential to maintain populations of healthy and genetically diverse plant and wildlife species. Wildlife corridors are considered sensitive by local, state, and federal resource and conservation agencies, because these corridors allow wildlife to move between adjoining open space areas that are becoming increasingly isolated as open space becomes fragmented from urbanization, rugged terrain, and/or changes in vegetation (Beier and Loe 1992).

Wildlife corridors can be classified as either regional corridors or local corridors. Regional corridors are defined as those linking two or more large areas of natural open space, and local corridors are defined as those allowing resident animals to access critical resources (e.g., food, cover, water) in a smaller area that might otherwise be isolated by some form of urban development (e.g., roads, housing tracts).

Within these wildlife corridors, wildlife movement activities typically fall into one of three movement categories: (1) dispersal (i.e., juvenile animals from natal areas or individuals extending range distributions), (2) seasonal migration, and (3) movement related to home range activities (e.g., foraging for food or water, defending territories, searching for mates).

The BSA is located on the southern edge of a corridor that runs along Carmel Creek. This riparian corridor provides a regional corridor connecting inland open space areas, such as the Black Mountain Open Space Park and Del Mar Mesa Preserve with coastal open space areas, such as Los Peñasquitos Lagoon and Torrey Pines State Natural Reserve.

### 3.4.6 Jurisdictional Resources

Jurisdictional resources are considered sensitive biological resources and are regulated by the USACE, CDFW, RWQCB, and/or the City pursuant to several federal, state, and local regulations. BBS biologist, Darin Busby, conducted an assessment of the BSA during the biological reconnaissance survey to verify existing conditions and document potential jurisdictional resources.

A total of approximately 0.07 acre of southern willow scrub (i.e., potential USACE, CDFW, RWQCB, and City jurisdictional resources) was identified in two areas within the outer northern and southern edges of the BSA (see Figure 6). One patch of southern willow scrub occurs north

of the existing SR-56 bike/equestrian/maintenance path and down a slope with revegetated coastal sage scrub, approximately 80 feet north of the northern edge of the proposed project impact area. The other patch of southern willow scrub occurs south and up a slope of Diegan coastal sage scrub, approximately 80 feet south of the southern edge of the proposed project impact area. Both of these patches of southern willow scrub are located an adequate distance from the proposed project impact area with a defined buffer composed of the existing SR-56 bike/equestrian/maintenance path, upland vegetation, and/or topography.

The southern willow scrub in the BSA is dominated by arroyo, red, and Hinds' willow, with western sycamore, Fremont's cottonwood, and mule fat intermixed. The patch of southern willow scrub in the northern portion of the BSA occurs along the southern edge of Carmel Creek, a riparian and wetland corridor with areas known to support USACE, CDFW, RWQCB, and City jurisdictional resources. The small, isolated patch of southern willow scrub in the southern portion of the BSA is not associated with any known jurisdictional resources, and the vegetation is likely sustained by landscape irrigation along El Camino Real.

In addition, a concrete v-ditch traverses the center of the BSA from south to north (see Figure 6). This v-ditch appears to originate at the top of a manufactured slope south of the BSA along El Camino Real, with the purpose of diverting any sheet flow runoff and erosion away from El Camino Real. The v-ditch crosses through the proposed project impact area; transitions into a culvert, which travels beneath the existing paved bike path just outside and north of the BSA; and eventually connects to Carmel Creek to the northeast. Although this v-ditch connects to Carmel Creek, it is not considered a USACE, CDFW, RWQCB, and/or City jurisdictional resource because (1) it conveys road and other local urban runoff from a source that is not a jurisdictional resource, (2) it was excavated on dry land in an area where the topography would not naturally support a drainage, and (3) it is concrete-lined and lacks riparian vegetation.

## **4.0 PROJECT IMPACT ANALYSIS**

Biological resources may be either directly or indirectly impacted by a project. Direct and indirect impacts may furthermore be permanent or temporary in nature. Project impacts can also be classified as cumulative impacts, which are incremental impacts from two or more past, present, or probable future projects whose individual impacts can be individually minor but when combined are considerable. However, if a project complies with the City Biology Guidelines (2012), it would typically not result in cumulative impacts to vegetation communities or to covered species.

The biological impacts of the proposed project were assessed according to guidelines set forth in the City Biology Guidelines (City 2012) and the City Significance Determination Guidelines under CEQA (City 2011). Potential impacts to sensitive biological resources identified within the survey area are discussed in detail below. Impacts to sensitive biological resources would be considered significant unless appropriate avoidance, minimization, and/or mitigation measures are implemented to reduce the impacts to below a level of significance.

### **4.1 Impacts to Botanical Resources – Flora**

Proposed project-related activities are anticipated to permanently and temporarily impact botanical resources that occur within the BSA. Impacts to Tier IV vegetation communities and non-sensitive plant species and are considered adverse but less than significant and, therefore, do not require additional avoidance, minimization, or mitigation measures. However, permanent impacts to sensitive vegetation communities and/or sensitive plant species would be considered significant unless appropriate avoidance, minimization, and mitigation measures are in place to reduce these impacts to below a level of significance.

The proposed project is anticipated to result in impacts to approximately 0.23 acre of vegetation communities or land cover types that occur within the BSA. Of these impacts, approximately 0.08 acre is classified as temporary impacts, and approximately 0.15 acre is classified as permanent impacts. Permanent impact areas include: (1) the proposed path footprint that will be graded and paved and (2) graded and filled areas forming manufactured slopes that will be revegetated (see Permanent Impact on Figure 6; City 2014). Temporary impact areas include: (1) the unused portions of the existing dirt path that will not be covered by fill and will be revegetated, (2) the staging area, and (3) the areas adjacent to the revegetated, graded, and filled areas to allow for vehicle access and maneuvering during work activities (see Temporary Impact on Figure 6; City 2014). However, all potential impacts to coastal sage scrub are considered permanent for purposes of this analysis. Temporary project activities may result in substantial trimming, trampling, and/or root grubbing, and coastal sage scrub is less likely than non-native grassland to readily recover from these types of impacts. Project impacts are summarized in Table 2 below. Because acreages are rounded to the nearest hundredth of an acre, the individual permanent and temporary impact acreages are approximate, whereas the total impact acreage accurately represents the total acreage without rounding errors.

**Table 2. Summary of Anticipated Vegetation Community and Land Cover Type Impacts**

MSCP Tier		Vegetation Community/ Land Cover Type	Temporary Impacts*	Permanent Impacts*	Total*
Sensitive Vegetation Communities	Tier II Uncommon Uplands	Diegan Coastal Sage Scrub	--	0.02	0.02
		Revegetated Coastal Sage Scrub	--	0.02	0.02
	Tier IIIB Common Uplands	Non-native Grassland	0.04	0.02	0.06
Subtotal			0.04	0.06	0.10
Nonsensitive Vegetation Communities	Tier IV Other Uplands	Disturbed Habitat	0.04	0.07	0.12**
		Urban/Developed	<0.01	0.02	0.02
Subtotal			0.04	0.09	0.14**
TOTAL**			0.08	0.15	0.23**

\*Acreages are approximate and rounded to the nearest hundredth of an acre.

\*\*Totals represent actual totals without rounding error.

The proposed project will result in temporary and permanent impacts to sensitive vegetation communities, including both Tier II and Tier IIIB sensitive vegetation communities. These impacts are summarized in Table 2 above and are discussed in further detail in Section 4.3.1 below. Permanent impacts to a total of 0.06 acre of Tier II and Tier IIIB sensitive vegetation communities would not be considered significant and would not require mitigation, because these total impacts fall below the 0.10-acre threshold of significance for impacts to Tiers I, II, and IIIB sensitive vegetation communities according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011).

The proposed project will result in impacts to approximately 0.14 acre of Tier IV vegetation communities, including temporary impacts to 0.04 acre of disturbed habitat and less than 0.01 acre of urban/developed land cover, and permanent impacts to 0.07 acre of disturbed habitat and 0.02 acre of urban/developed land cover. Because Tier IV vegetation communities are not considered sensitive, permanent and temporary impacts to Tier IV vegetation communities would not be considered significant and would not require any additional avoidance, minimization, or mitigation measures.

The proposed project will not result in temporary or permanent impacts to wetland communities. The closest wetland community, southern willow scrub, occurs 80 feet beyond the project boundary. The two patches of nearby southern willow scrub are located an adequate distance from the proposed project impact area so that a buffer is maintained by the existing SR-56 bike/equestrian/maintenance path, upland vegetation, and/or topography.

## **4.2 Impacts to Zoological Resources – Fauna**

Proposed project-related activities have a potential to directly and indirectly impact common, non-sensitive wildlife species. While small mammals and reptiles with relatively low mobility may occupy the site and may be inadvertently taken during proposed project-related activities, most larger species – such as birds and medium/large mammals – would be able to flee the site to avoid being harmed or killed by the proposed project-related activities. Few, if any, impacts to common, non-sensitive wildlife species are expected. As such, implementation of the proposed project is not expected to reduce wildlife populations in the area to below self-sustaining levels. Impacts to non-sensitive wildlife species are considered adverse but less than significant and, therefore, do not require additional avoidance, minimization, or mitigation measures.

Potential impacts to sensitive wildlife species would be considered significant, and appropriate avoidance, minimization, and mitigation measures would be required to reduce these impacts to below a level of significance. These impacts are discussed in detail in Section 4.3.3 below.

## **4.3 Impacts to Sensitive Biological Resources**

Potential impacts to sensitive biological resources resulting from implementation of the proposed project are discussed in detail in this section.

### **4.3.1 Impacts to Sensitive Vegetation Communities and Environmentally Sensitive Lands**

The proposed project is located entirely within the MHPA and has been designed to avoid or minimize impacts to sensitive vegetation communities and ESLs to the maximum extent feasible. The proposed project would impact approximately 0.10 acre of Tier II and IIIB sensitive vegetation communities within the MHPA, including 0.06 acre of permanent impacts and 0.04 acre of temporary impacts. These impacts are summarized in Table 2 above and discussed in further detail below.

The proposed project will result in permanent impacts to approximately 0.04 acre of Tier II sensitive vegetation communities, including 0.02 acre of Diegan coastal sage scrub and 0.02 acre of revegetated coastal sage scrub. Permanent impacts to a total of 0.04 acre of Tier II sensitive vegetation communities would not be considered significant and would not require mitigation, because when combined with Tier IIIB permanent impacts, the total impacts fall below the 0.10-acre threshold of significance according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011).

The proposed project will result in impacts to approximately 0.06 acre of Tier IIIB sensitive vegetation communities, including temporary impacts to 0.04 acre of non-native grassland and permanent impacts to 0.02 acre of non-native grassland. Permanent impacts to 0.02 acre of Tier IIIB sensitive vegetation communities would not be considered significant and would not require mitigation, because when combined with Tier II permanent impacts, the total impacts fall below the 0.10-acre threshold of significance according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011). In addition, temporary impacts to a

total of 0.04 acre of Tier IIIB sensitive vegetation communities would not be considered significant and would not require mitigation (City 2011 and 2012).

Although the proposed impacts to sensitive vegetation communities are not considered significant and would not require mitigation, the proposed project includes a detailed revegetation plan, which has been prepared by the City (2014) to revegetate some permanent and temporary impact areas outside the paved bike path, as outlined in Section 4.1 – Impacts to Botanical Resources – Flora. The revegetation plan includes the use of native, non-invasive, drought-tolerant plant species, and monitoring and maintenance periods. The requirements of the revegetation plan are discussed in detail in the plan itself (City 2014) and briefly outlined in Section 5.0 – Mitigation and Monitoring Requirements.

The proposed project will not result in impacts to steep hillsides, as these steep hillsides exist adjacent to but outside the proposed project impact area in the northeastern and southeastern portions of the 100-foot fauna survey buffer (see Figure 7).

#### **4.3.2 Impacts to Sensitive Plant Species**

The proposed project has a potential to directly and indirectly impact sensitive plants that were observed within the BSA. During the fall 2014 and spring 2015 focused sensitive plant surveys, two sensitive plant species – Del Mar Mesa sand aster and Engelmann oak – were observed within the BSA. Anticipated and potential impacts to sensitive plant species could be considered significant; therefore, appropriate avoidance, minimization, and mitigation measures may be required to reduce these impacts to below a level of significance.

Approximately 44 individuals of Del Mar Mesa sand aster were found in nine locations throughout the BSA during the fall 2014 and spring 2015 focused sensitive plant surveys (see Figure 6). The proposed project is anticipated to permanently impact 12 individual plants at three different locations through direct take of the species, because these individuals were found along the edge of an existing dirt path where bike path grading and paving is proposed. The proposed project has a potential to indirectly impact another 10 individuals in three locations outside but within 25 feet of proposed project impacts, as dust from adjacent grading and work activities has a potential to fall on these individuals and interfere with photosynthesis and germination. Impacts to Del Mar Mesa sand aster would be considered significant according to the City Biology Guidelines, because it is a CRPR 1B.1 species (City 2012). Therefore, appropriate avoidance, minimization, and/or mitigation measures are required to reduce these impacts to below a level of significance.

One Engelmann oak was found in the revegetated coastal sage scrub along the northern boundary of the BSA. This individual tree was likely planted as part of the revegetation effort, because the project area is below the known elevation range of the species. The proposed project is not anticipated to impact the Engelmann oak; therefore, no additional avoidance, minimization, or mitigation measures would be required for this species.



### **4.3.3 Impacts to Sensitive Wildlife Species**

The proposed project was designed to avoid impacts, to the maximum extent feasible, to habitat that has the potential to support sensitive wildlife species. In addition, no night work involving the use of night-lighting is planned during implementation of the proposed project. However, several sensitive wildlife species with a potential to occur within the BSA could be directly and/or indirectly impacted by the proposed project-related activities. Potential impacts to sensitive wildlife species could be considered significant; therefore, appropriate avoidance, minimization, and mitigation measures may be required to reduce these impacts to below a level of significance.

#### **Impacts to Sensitive Herpetofauna**

One sensitive reptile species – Belding’s orange-throated whiptail – was observed within the BSA. This species has a low potential to be directly impacted by proposed project-related activities. The project was designed to avoid impacts to habitat for this species to the maximum extent feasible. However, in the low probability that this species occurs within the project impact area and is unexpectedly and inadvertently taken during proposed project-related activities, impacts to this species would be considered adverse but less than significant. Suitable habitat within the impact area comprises a small fraction of the habitat for the local population and is contiguous with habitat extending north along the Carmel Creek corridor. In addition, this species is of low sensitivity (CDFW species of special concern) and the proposed project is not expected to reduce the populations of this species to below a self-sustaining level. Therefore, additional avoidance, minimization, and mitigation measures would not be required for impacts to Belding’s orange-throated whiptail.

The proposed project is not expected to impact the following three sensitive herpetofauna with a low to moderate potential to occur in marginally suitable habitat within the northern edge of the BSA: western spadefoot, silvery legless lizard, and two-striped gartersnake. The proposed project was designed to avoid impacts to habitat for these species to the maximum extent feasible, and the potentially suitable habitat available for these species is located in the northern portion of the BSA, adjacent to Carmel Creek and away from project-related activities. However, in the low probability that these species occur within the project impact area and are unexpectedly and inadvertently taken during proposed project-related activities, impacts to these species would be considered adverse but less than significant. Suitable habitat within the impact area comprises a small fraction of the habitat for the local populations and is contiguous with habitat extending north along the Carmel Creek corridor. In addition, these species are of low sensitivity (CDFW species of special concern) and the proposed project is not expected to reduce the populations of these species to below a self-sustaining level. Therefore, additional avoidance, minimization, and mitigation measures would not be required for impacts to these species.

The proposed project has a very low potential to directly impact the following three sensitive herpetofauna with a moderate potential to occur within and adjacent to the BSA: red diamond rattlesnake, coast horned lizard, and Coronado skink. The project was designed to avoid impacts to habitat for these species to the maximum extent feasible. However, in the very low probability that these species occur within the project impact area and are unexpectedly and inadvertently

taken during proposed project-related activities, impacts to these species would be considered adverse but less than significant. Suitable habitat within the impact area comprises a small fraction of the habitat for the local populations and is contiguous with habitat extending north along the Carmel Creek corridor. In addition, these species are of low sensitivity (CDFW species of special concern) and the proposed project is not expected to reduce the populations of these species to below a self-sustaining level. Therefore, additional avoidance, minimization, and mitigation measures would not be required for impacts to these species.

### **Impacts to Sensitive Birds**

The proposed project is not expected to result in direct or indirect impacts to any sensitive bird species or bird species covered by the MTBA or CFGC 3503.5 that have a potential to occur within and/or adjacent to the BSA, including Cooper's hawk, white-tailed kite, least Bell's vireo, coastal California gnatcatcher, yellow warbler, yellow-breasted chat, southern California rufous-crowned sparrow, and western bluebird. The project was designed to avoid impacts to habitat for these species to the maximum extent feasible, and construction of the proposed project is anticipated to occur during fall 2015, outside the nesting season (February 1 to September 15) for avian species with a potential to occur within and adjacent to the BSA.

However, if the project schedule cannot avoid the nesting season, direct and indirect impacts to sensitive bird species and MBTA-covered species may occur and would be considered significant; therefore, appropriate species-specific avoidance, minimization, and mitigation measures would be required to reduce these impacts to below a level of significance.

### **Impacts to Sensitive Mammals**

The proposed project is not expected to result in direct or indirect impacts to three sensitive bat species – Mexican long-tongued bat, Townsend's big-eared bat, and western red bat – that have a low potential to roost in marginally suitable habitat within the riparian scrub and/or along the El Camino Real bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA. Since no roosting habitat is present in the impact area, no direct impacts to bat roosts are anticipated by proposed project activities. No night work is planned during implementation of the proposed project; therefore, indirect impacts from night lighting are not expected. The proposed project is not expected to significantly increase ambient noise levels above the existing levels generated by regular vehicle, bicycle, and pedestrian traffic along the existing bike path through the proposed project, along El Camino Real and I-5 west of the proposed project, and along SR-56 north of the proposed project; therefore, no indirect impacts are anticipated to bat species as a result of proposed project activities. However, if any unexpected and inadvertent impacts to these species occur during the project, impacts to these species would be considered adverse but less than significant. Suitable habitat within the BSA comprises a small fraction of the habitat for the local populations and is contiguous with habitat extending north along the Carmel Creek corridor. In addition, these species are of low sensitivity (CDFW species of special concern) and the proposed project is not expected to reduce the populations of these species to below a self-sustaining level. Therefore, no additional avoidance, minimization, and mitigation measures would be required for impacts to these species.

The proposed project is not expected to result in direct or indirect impacts to six additional sensitive mammal species – San Diego black-tailed jackrabbit, San Diego desert woodrat, southern mule deer, Dulzura pocket mouse, northwestern San Diego pocket mouse, and southern grasshopper mouse – that have a low to moderate potential to occur within and/or adjacent to the BSA for the following reasons. The project was designed to avoid impacts to habitat for these species to the maximum extent feasible. No woodrat middens were observed within or adjacent to the BSA. In addition, very few rodent burrows and no rodent scat were observed. These species have high mobility, and any individuals potentially present would likely disperse away from the project area during proposed project-related activities. However, if any unexpected and inadvertent impacts to these species occur during the project, impacts to these species would be considered adverse but less than significant. Suitable habitat within the BSA comprises a small fraction of the habitat for the local populations and is contiguous with habitat extending north along the Carmel Creek corridor. In addition, these species are of low sensitivity (CDFW species of special concern) and the proposed project is not expected to reduce the populations of these species to below a self-sustaining level. Therefore, no additional avoidance, minimization, and mitigation measures would be required for impacts to these species.

#### **4.4 Impacts to Critical Habitat**

No impacts to critical habitat are anticipated to occur from implementation of the proposed project, because no critical habitat is located within or adjacent to the BSA.

#### **4.5 Impacts to Wildlife Corridors**

No significant indirect impacts to wildlife corridors are expected to occur from implementation of the proposed project, because proposed project-related activities are anticipated to be minor, temporary, and situated along the southern edge of the corridor where there is a prevalence of disturbed and urbanized habitat, bicycle and pedestrian traffic, and road noise that likely already deter wildlife from the area. The BSA occurs within the southern edge of a wildlife movement corridor along Carmel Creek that links coastal and inland open space habitats. Although proposed project activities may temporarily deter animal movement away from the immediate area, open space along Carmel Creek to the north provides space for animal movement such that the corridor as whole would still remain functional; therefore, this impact is anticipated to be less than significant; therefore, additional avoidance, minimization, and mitigation measures would not be required.

#### **4.6 Impacts to Jurisdictional Resources**

No direct impacts to jurisdictional resources are anticipated to occur from implementation of the proposed project. The two patches of southern willow scrub identified within the outer edges of the northern and southern portion of the BSA are both approximately 80 feet from the edge of the proposed project impact area (see Figure 6). Both of these patches of southern willow scrub are located an adequate distance from the proposed project impact area that has a defined work area within and immediately adjacent to an existing dirt path, and a defined wetland buffer composed of the existing SR-56 bike/equestrian/maintenance path, upland vegetation, and/or topography. While no direct impacts are anticipated, the proposed project has a potential to

indirectly impact potential jurisdictional resources in the northern patch of southern willow scrub from construction-related discharge or storm water discharge during work in the adjacent project area. Potential indirect impacts from the proposed project-related activities could be considered significant; therefore, appropriate avoidance, minimization, and mitigation measures would be required to assure impacts are reduced to below a level of significance.

## 5.0 MITIGATION AND MONITORING REQUIREMENTS

The project was designed to avoid impacts to sensitive biological resources and ESL to the maximum extent feasible. Avoidance, minimization, and mitigation measures are required for significant impacts to sensitive biological resources, including impacts to sensitive vegetation communities, sensitive plant species, sensitive wildlife species, wildlife corridors, and jurisdictional resources. These avoidance, minimization, and mitigation measures are intended to reduce project-related impacts to below a level of significance. Avoidance, minimization, and mitigation measures typically include resource avoidance, habitat restoration, off-site acquisition of habitat, and/or on-site preservation or dedication of habitat.

Mitigation and monitoring would be required for the proposed project under the San Diego Municipal Code, including the ESL and Landscape Regulations (City 2009) and the Land Development Code Biology Guidelines (City 2012). In addition, the proposed project involves work within the City's MHPA, which would require conformance with the MHPA Land Use Adjacency Guidelines (MSCP Subarea Plan, Section 1.4.3). Proposed project activities in the MHPA have the potential to result in direct and/or indirect impacts to protected vegetation communities, plant species, and wildlife species from grading, noise, erosion and/or other aspects of construction. The paragraphs below describe general and specific avoidance, minimization, and mitigation measures recommended to reduce potential significant impacts to sensitive biological resources resulting from the proposed project to below a level of significance.

### 5.1 Mitigation of Impacts to General Biological Resources

Mitigation for general impacts to biological resources would be incorporated via standard measures including general mitigation measures, biological protections during construction (includes monitoring, preconstruction meetings, and development of a Biological Condition Monitoring Exhibit, etc.), and standard MSCP Land Use adjacency mitigation as described below.

#### 5.1.1 Prior to Construction

- A. **Biologist Verification** - The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City's Biology Guidelines (2012), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps,

plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, MSCP, ESL Ordinance, project permit conditions; CEQA; endangered species acts (ESAs); and/or other local, state or federal requirements.

- D. **BCME** - The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, the BCME shall include the following: restoration/revegetation plans, plant salvage/relocation requirements (e.g., Del Mar Mesa sand aster plant and/or soil salvage and transplantation), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.
- E. **Avian Protection Requirements** - To avoid any direct impacts to raptors and/or any native/migratory birds, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City Development Services Department for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e., appropriate follow-up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.
- F. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora and fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- G. **Education** - Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct

an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

### **5.1.2 During Construction**

- A. **Monitoring** - All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on “Exhibit A” and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr shall be e-mailed to MMC on the first day of monitoring, the first week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
  
- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna on-site (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species-specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

### **5.1.3 Post Construction Measures**

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, CEQA, and other applicable local, state, and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

## **5.2 Mitigation for Impacts to Sensitive Botanical Resources**

Avoidance, minimization, and mitigation measures are required for impacts that are considered significant under the City Biology Guidelines (City 2012) and the City Significance Determination Guidelines under CEQA (City 2011). Implementation of avoidance, minimization, and mitigation measures is intended to reduce impacts to sensitive biological resources to below a level of significance. The following sections discuss appropriate avoidance, minimization, and mitigation measures for impacts to sensitive biological resources.

### **5.2.1 Mitigation for Impacts to Sensitive Vegetation and Environmentally Sensitive Lands**

As discussed in Section 4.0 – Project Impact Analysis – permanent impacts to a total of 0.06 acre of Tier II (Diegan coastal sage scrub and revegetated coastal sage scrub) and Tier IIIB (non-native grassland) vegetation communities would not be considered significant and would not

require mitigation, because these total impacts fall below the 0.10-acre threshold of significance according to City Biology Guidelines (2012) and the City Significance Determination Guidelines under CEQA (2011). In addition, temporary impacts to a total of 0.04 acre of Tier IIIB sensitive vegetation communities would not be considered significant and would not require mitigation (City 2011 and 2012). However, as part of the project design, a detailed revegetation plan has been prepared by the City (2014) to revegetate some permanent and temporary impact areas that fall outside the paved bike path footprint. The permanent impact areas to be revegetated will include the graded and filled areas forming manufactured slopes (City 2014). The temporary impact areas to be revegetated will include the unused portions of the existing dirt path that will not be covered by fill and the staging area (City 2014). The specific locations proposed for revegetation and the requirements of the revegetation plan are discussed in detail in the plan itself (City 2014) and briefly outlined below.

The revegetation plan prepared by the City (2014) includes species lists and quantities for the seed mix and container plants, which entirely comprise native species that are appropriate for the existing on-site vegetation communities. The plan also details the schedule for maintenance, monitoring, and reporting; success criteria; and guidelines for general revegetation, temporary irrigation, seed mixes, hydroseeding and container plant procedures, and maintenance

In addition, the following general avoidance, minimization, and mitigation measures, as updated by the City in August 2013, are recommended for the proposed project to comply with MHPA Land Use Adjacency Guidelines (City 1997):

- I. Prior to issuance of any construction permit or notice to proceed, DSD/LDR and/or MSCP staff shall verify the applicant has accurately represented the project's design in or on the Construction Documents (CDs consist of Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A," and also the City's MSCP MHPA Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CDs of the following:
  - A. Grading/Land Development/MHPA Boundaries – MHPA boundaries on-site and adjacent properties shall be delineated on the Construction Documents. Development Services Department Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
  - B. Drainage – All new developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.



- C. Toxics/Project Staging Areas/Equipment Storage – Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly owned property when applications for renewal occur. All construction-related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist or Resident Engineer to ensure there is no impact to the MHPA.
- D. Lighting – Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per Land Development Code Section 142.0740.
- E. Barriers – New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; fences compatible with trails such as peeler log fencing; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. Invasives – No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. Noise – Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for coastal California gnatcatcher (March 1 to August 15) and least Bell's vireo (March 15 to September 15). If construction is proposed during the breeding season for the species, USFWS protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring. When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated, as outlined in Section 5.2.2 – Mitigation for Impacts to Sensitive Bird Species.

With implementation of the above avoidance, minimization, and mitigation measures, impacts to sensitive vegetation communities and ESL within the MHPA would be reduced to below a level of significance.

### **5.2.2 Mitigation for Impacts to Sensitive Plant Species**

Del Mar Mesa sand aster was identified within the proposed project impact area and 100-foot buffer. Unavoidable direct and indirect impacts to Del Mar Mesa sand aster are anticipated to occur through implementation of the proposed project, because this species was found along and adjacent to the edge of an existing dirt path where bike path paving is proposed. Because Del Mar Mesa sand aster is covered under the MSCP, implementation of the following mitigation measures is recommended to reduce impacts to below a level of significance:

- A biological monitor shall meet with construction personnel prior to any vegetation clearing to identify the construction access requirements and shall work with the construction personnel to avoid impacts to sensitive plant species, including Del Mar Mesa sand aster, to the maximum extent feasible.
- Unavoidable impacts to Del Mar Mesa sand aster would be mitigated, in accordance with the City's Biology Guidelines (2012), through transplantation, soil salvage, and/or habitat restoration within the proposed temporary impact area with implementation of the habitat mitigation described above.

### **5.3 Mitigation for Impacts to Sensitive Wildlife Species**

The proposed project is not expected to result in significant direct or indirect impacts to any sensitive herpetofauna, sensitive or MBTA-covered bird species, or sensitive mammals. The project was designed to avoid impacts to habitat for these species to the maximum extent feasible, and construction of the proposed project is anticipated to occur during the fall of 2015, outside the nesting season (February 1 to September 15) for avian species with a potential to occur within and adjacent to the BSA. However, if the proposed project schedule must occur during the nesting season, direct and/or indirect impacts to sensitive bird species and MBTA-covered species may result. Appropriate avoidance, minimization, and/or mitigation measures for potential impacts to sensitive bird species are discussed below.

#### **5.3.1 Mitigation for Impacts to Sensitive Herpetofauna**

The proposed project is not expected to result in significant direct or indirect impacts to any; therefore, additional avoidance, minimization, and mitigation measures would not be required.

#### **5.3.2 Mitigation for Impacts to Sensitive Bird Species**

The proposed project is not expected to result in direct or indirect impacts to any sensitive or MBTA-covered bird species. The project was designed to avoid impacts to habitat for these species to the maximum extent feasible, and construction of the proposed project is anticipated to occur during the fall of 2015, outside the nesting season for avian species with a potential to occur within and adjacent to the BSA (February 1 to September 15). However, if the proposed project schedule must occur during the nesting season, direct and indirect impacts to sensitive bird species and MBTA-covered species have a potential to be significant. Species with a potential to nest and forage within the BSA and/or within the 300-foot fauna survey buffer include Cooper's hawk, white-tailed kite, least Bell's vireo, coastal California gnatcatcher,

yellow warbler, yellow-breasted chat, southern California rufous-crowned sparrow, western bluebird, and other MBTA-covered species. If work must occur during the nesting season, the below avoidance, minimization, and mitigation measures shall be implemented to reduce potential impacts to these species to below a level of significance.

### **Coastal California Gnatcatcher**

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the MHPA boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

No clearing, grubbing, grading, or other construction activities shall occur between March 1 and August 15, the breeding season of the coastal California gnatcatcher, until the following requirements have been met to the satisfaction of the City Manager:

- A. A Qualified Biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [db(a)] hourly average for the presence of the coastal California gnatcatcher. Surveys for the coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:
  - I. Between March 1 and August 15, no clearing, grubbing, or grading of occupied gnatcatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and
  - II. Between March 1 and August 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(a) hourly average at the edge of occupied gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 db(a) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; or
  - III. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 db(a) hourly average at the edge of habitat occupied by the coastal California gnatcatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring\* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 db(a) hourly average. If the noise

attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (August 16).

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

- B. If coastal California gnatcatchers are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the City Manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between March 1 and August 15 as follows:
  - I. If this evidence indicates the potential is high for coastal California gnatcatcher to be present based on historical records or site conditions, then condition A.III shall be adhered to as specified above.
  - II. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

#### **Least Bell's Vireo**

Prior to the issuance of any grading permit (for public utility projects: prior to the pre-construction meeting), the City Manager (or appointed designee) shall verify that the MHPA boundaries and the following project requirements regarding the least Bell's vireo are shown on the construction plans. No clearing, grubbing, grading, or other construction activities shall occur between March 15 and September 15, the breeding season of the least Bell's vireo, until the following requirements have been met to the satisfaction of the City Manager:

- A. A Qualified Biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 decibels [db(a)] hourly average for the presence of the least Bell's vireo. Surveys for the least Bell's vireo shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:
  - I. Between March 15 and September 15, no clearing, grubbing, or grading of occupied least Bell's vireo habitat shall be permitted. Areas restricted from such

activities shall be staked or fenced under the supervision of a Qualified Biologist; and

- II. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(a) hourly average at the edge of occupied least Bell's vireo. An analysis showing that noise generated by construction activities would not exceed 60 db(a) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; or
- III. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 db(a) hourly average at the edge of habitat occupied by the least Bell's vireo. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring\* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 db(a) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16).

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

- B. If least Bell's vireo are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the City Manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:
  - I. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then condition A.III shall be

adhered to as specified above.

- II. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

**Other sensitive birds, nesting birds covered by the MBTA, and nesting raptors covered by CFGC 3503.5.**

If work must occur during the nesting season for bird species with a potential to occur within and adjacent to the BSA (approximately February 1 to September 15), the avoidance, minimization, and mitigation measures outlined in Section 5.1.1 – Prior to Construction (Measure E) shall be implemented to avoid potential significant impacts to sensitive bird species and bird species covered by the MTBA and CFGC 3503.5.

**5.3.3 Mitigation for Impacts to Sensitive Mammal Species**

The proposed project is not expected to result in significant direct or indirect impacts to any sensitive mammals; therefore, additional avoidance, minimization, and mitigation measures would not be required.

**5.4 Mitigation for Impacts to Critical Habitat**

No impacts to critical habitat are anticipated to occur from implementation of the proposed project because no critical habitat is located within or immediately adjacent to the BSA. Therefore, additional avoidance, minimization, and mitigation measures would not be required.

**5.5 Mitigation for Impacts to Wildlife Corridors**

No substantial adverse impacts to wildlife corridors are expected to occur; therefore, additional avoidance, minimization, and mitigation measures would not be required.

**5.6 Mitigation for Impacts to Jurisdictional Resources**

No direct impacts to jurisdictional resources are anticipated to occur from implementation of the proposed project. Adjacent potential jurisdictional resources are located an adequate distance from the proposed project impact area so that a buffer is maintained by a defined path, existing upland vegetation, and/or topography. While no direct impacts are anticipated, the proposed project has a potential to indirectly impact potential jurisdictional resources from construction-related discharge or storm water discharge during work in the adjacent project area. With implementation of the mitigation measures discussed in Section 5.2.1 above, appropriate BMPs would be installed and are anticipated to avoid impacts to potential jurisdictional resources located outside the proposed project impact area. Therefore, no additional avoidance, minimization, and mitigation measures would be required.

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**APPENDIX A**  
**Proposed Project Area Photographs**

**Photograph 1.** Overview of proposed project area showing urban/wildland interface. The dirt trail in the center of the photograph would be modified and paved into a connector between El Camino Real (left side of photograph) and the existing SR-56 bike path (right side of photograph) (taken October 14, 2014; facing north).



**Photograph 2:** Closer view of proposed project area showing suitable coastal California gnatcatcher habitat on the right side of photograph, and suitable nesting habitat for MBTA-covered species throughout the vegetated portions of the project area and 300-foot fauna buffer (taken October 14, 2014; facing east).



**Photograph 3.** View of existing concrete-lined v-ditch that cuts through the project site. This v-ditch is not jurisdictional. Diegan coastal sage scrub, revegetated coastal sage scrub, non-native grassland, and disturbed habitat that border the v-ditch within the proposed project site are also visible (taken October 14, 2014; facing north).



**Photograph 4.** Disturbed habitat in proposed project impact area, adjacent to an existing dirt trail. Del Mar Mesa sand aster was found within this habitat during the fall 2014 and spring 2015 focused sensitive plant surveys (taken October 14, 2014; facing east).

**APPENDIX B**  
**Plant Species Observed within the BSA**

**APPENDIX B**  
**PLANT SPECIES OBSERVED WITHIN THE BSA**

<b>FAMILY</b>	<b>SCIENTIFIC NAME</b>	<b>COMMON NAME</b>	<b>VEGETATION COMMUNITY/ LAND COVER TYPE</b>
Aizoaceae	<i>*Carpobrotus edulis</i>	iceplant	DH, DCSS
Anacardiaceae	<i>Rhus integrifolia</i>	lemonadeberry	DCSS, NNG, RCSS
Apiaceae	<i>Apiastrum angustifolium</i>	mock-parsley	DCSS
	<i>Daucus pusillus</i>	rattlesnake weed	DCSS, NNG
	<i>Sanicula crassicaulis</i>	Pacific sanicle	DCSS
Asteraceae	<i>Ambrosia psilostachya</i>	western ragweed	DH, NNG, RCSS
	<i>Artemisia californica</i>	California sagebrush	DCSS
	<i>Artemisia douglasiana</i>	Douglas mugwort	SWS, RCSS
	<i>*Artemisia "Powis Castle"</i>	wormwood	U/D
	<i>Baccharis pilularis</i>	coyote brush	DCSS, NNG, SWS, RCSS
	<i>Baccharis salicifolia</i>	mule fat, seep-willow	SWS
	<i>Baccharis sarothroides</i>	broom baccharis	DCSS, SWS
	<i>*Centaurea melitensis</i>	tocalote	RCSS
	<i>Corethrogyne filaginifolia</i> var. <i>linifolia</i>	Del Mar Mesa sand aster	DCSS, DH
	<i>Cirsium occidentale</i> var. <i>occidentale</i>	cobwebby thistle	DCSS
	<i>*Cotula australis</i>	Australian brass-buttons	RCSS, DH
	<i>Encelia californica</i>	California encelia	RCSS, DCSS
	<i>*Hedypnois cretica</i>	Crete hedypnois	DH, NNG
	<i>Heterotheca grandiflora</i>	telegraph weed	RCSS
	<i>*Hypochaeris glabra</i>	smooth cat's ear	DCSS, DH, NNG, RCSS
	<i>Isocoma menziesii</i> var. <i>menziesii</i>	spreading goldenbush	DCSS, DH, NNG
	<i>Isocoma menziesii</i> var. <i>vernonioides</i>	coastal goldenbush	DCSS, RCSS
	<i>*Logfia gallica</i>	narrow-leaf cottonrose	DCSS, RCSS
	<i>*Matricaria discoidea</i>	common pineapple-weed	DH
	<i>Osmadenia tenella</i>	osmadenia	DCSS, DH, NNG
<i>*Senecio vulgaris</i>	common groundsel	DH, NNG	
<i>*Sonchus asper</i> ssp. <i>asper</i>	prickly sow-thistle	DCSS, DH, NNG	
<i>Stylocline gnaphaloides</i>	everlasting nest-straw	DCSS	
Boraginaceae	<i>Eucrypta chrysanthemifolia</i> var. <i>chrysanthemifolia</i>	common eucrypta	DCSS
	<i>Heliotropium curassavicum</i> var. <i>oculatum</i>	salt heliotrope	RCSS
	<i>Amsinckia intermedia</i>	rancher's fiddleneck	DCSS
Brassicaceae	<i>*Brassica tournefortii</i>	Sahara mustard	DH
	<i>*Hirschfeldia incana</i>	short-pod mustard	DH, NNG
	<i>*Lepidium strictum</i>	upright peppergrass	DH
	<i>Raphanus sativus</i>	wild radish	DH, NNG
	<i>*Sisymbrium irio</i>	London rocket	DH, NNG

FAMILY	SCIENTIFIC NAME	COMMON NAME	VEGETATION COMMUNITY/ LAND COVER TYPE
Caprifoliaceae	<i>Lonicera subspicata</i> var. <i>demidata</i>	Johnston's honeysuckle	DCSS
Caryophyllaceae	* <i>Cerastium glomeratum</i>	mouse-ear chickweed	DCSS
	<i>Spergularia bocconi</i>	Boccone's sand-spurrey	DH
Chenopodiaceae	* <i>Atriplex semibaccata</i>	Australian saltbush	NNG, DH
	* <i>Chenopodium album</i>	lamb's quarters	DH, NNG
	* <i>Salsola australis</i>	Australian tumbleweed	DCSS, DH, NNG
Cistaceae	* <i>Cistus ladanifer</i>	gum cistus	U/D
Convolvulaceae	<i>Cressa truxillensis</i>	alkali weed	NNG
Crassulaceae	<i>Crassula connata</i>	pygmyweed	DCSS, DH, NG
	<i>Dudleya lanceolata</i>	lance-leaf dudleya	DCSS
Cucurbitaceae	<i>Marah macrocarpa</i>	Chilicothe	DCSS
Euphorbiaceae	* <i>Euphorbia pepus</i>	petty spurge	DCSS, RCSS
	<i>Euphorbia polycarpa</i>	small-seed sandmat	RCSS
Fabaceae	* <i>Acacia cultriformis</i>	knife-leaved wattle	DCSS
	<i>Acmispon glaber</i> var. <i>glaber</i>	deerweed	DCSS
	<i>Lupinus bicolor</i>	miniature lupine	DCSS, SWS
	* <i>Medicago polymorpha</i>	California burclover	DCSS, RCSS, DH
	* <i>Melilotus indicus</i>	indian sweetclover	NNG, DH
	* <i>Tipuana tipu</i>	tipu tree	U/D
	* <i>Trifolium hirtum</i>	rose clover	DCSS
Fagaceae	<i>Quercus agrifolia</i> var. <i>agrifolia</i>	coast live oak, encina	SWS, RCSS, U/D
	<i>Quercus xacutidens</i>	Torrey's scrub oak	RCSS
	+ <i>Quercus engelmannii</i>	Engelmann oak	RCSS
Frankeniaceae	<i>Frankenia salina</i>	alkali heath	NNG
Geraniaceae	* <i>Erodium botrys</i>	long-beak filaree	NNG
	* <i>Erodium cicutarium</i>	red-stem filaree	NNG, RCSS, DH
	* <i>Erodium moschatum</i>	white-stem filaree	NNG
Montiaceae	<i>Claytonia perfoliata</i> ssp. <i>mexicana</i>	Mexican miner's-lettuce	DCSS, SWS
Myrsinaceae	* <i>Anagallis arvensis</i>	scarlet pimpernel	DCSS, SWS
Myrtaceae	* <i>Eucalyptus camaldulensis</i>	river red gum	DCSS
	* <i>Melaleuca viminalis</i>	weeping bottlebrush	DCSS
Lamiaceae	* <i>Lamium amplexicaule</i>	henbit	DCSS, SWS
	* <i>Rosmarinus officinalis</i>	rosemary	U/D
	<i>Salvia apiana</i>	white sage	DCSS, RCSS
	<i>Salvia mellifera</i>	black sage	DCSS, RCSS
Phymaceae	<i>Mimulus aurantiacus</i>	Monkey Flower Bush	DCSS
Plantaginaceae	* <i>Plantago coronopus</i>	cut-leaf plantain	DCSS, NNG, DH
	<i>Plantago erecta</i>	dot-seed plantain	DCSS
Platanaceae	<i>Platanus racemosa</i>	western sycamore	SWS, RCSS, U/D



FAMILY	SCIENTIFIC NAME	COMMON NAME	VEGETATION COMMUNITY/ LAND COVER TYPE
Poaceae	* <i>Avena barbata</i>	slender wild oat	NNG
	* <i>Bromus diandrus</i>	ripgut grass	NNG
	* <i>Bromus catharticus</i> var. <i>catharticus</i>	rescue grass	RCSS
	* <i>Bromus hordeaceus</i>	soft chess	NNG
	* <i>Bromus rubens</i>	red brome	NNG
	* <i>Cynodon dactylon</i>	Bermuda grass	DH, NNG
	* <i>Hordeum murinum</i> ssp. <i>glaucum</i>	glaucous barley	NNG
	* <i>Ehrharta erecta</i>	panic veldt grass	RCSS
	* <i>Festuca myuros</i>	rat-tail fescue	NNG
	* <i>Pennisetum setaceum</i>	crimson fountain grass	U/D
	* <i>Schismus barbatus</i>	Mediterranean schismus	DH
	<i>Stipa pulchra</i>	purple needlegrass	RCSS
Polygonaceae	<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	coast California buckwheat	DCSS, RCSS
Pteridaceae	<i>Pentagramma triangularis</i> ssp. <i>triangularis</i>	California Goldback Fern	DCSS
Rosaceae	<i>Heteromeles arbutifolia</i>	toyon, Christmas berry	DCSS
Rubiaceae	<i>Galium angustifolium</i> ssp. <i>angustifolium</i>	narrowly-leaved bedstraw	DCSS
Salicaceae	<i>Populus fremontii</i> ssp. <i>fremontii</i>	Western cottonwood	U/D
	<i>Salix laevigata</i>	red willow	SWS
	<i>Salix lasiolepis</i>	arroyo willow	SWS

**Vegetation Community/Land Cover Type:**

CSS = Diegan coastal sage scrub  
 RCSS = revegetated coastal sage scrub  
 NNG = non-native grassland  
 DH = disturbed habitat  
 U/D = urban/developed  
 SWS = southern willow scrub

**Other Terms:**

\* = Non-native species  
 + = Planted in restoration area

**APPENDIX C**  
**Wildlife Species Detected within the BSA**

**APPENDIX C  
WILDLIFE SPECIES DETECTED WITHIN THE BSA**

SCIENTIFIC NAME	COMMON NAME	ESTIMATED NUMBER DETECTED	METHOD OF ID	VEGETATION COMMUNITY/ LAND COVER TYPE
<b>Reptiles</b>				
<i>Aspidoscelis hyperythra beldingi</i>	Belding's orange-throated whiptail	1	O	DCSS
<b>Birds</b>				
<i>Buteo jamaicensis</i>	red-tailed hawk	1	O	DCSS
<i>Calypte anna</i>	Anna's hummingbird	2	V	DCSS
<i>Picoides nuttallii</i>	Nuttall's woodpecker	1	V	SWS
<i>Aphelocoma californica</i>	western scrub-Jay	1	O, V	DCSS
<i>Psaltriparus minimus melanurus</i>	bushtit	5	V	DCSS
<i>Thryomanes bewickii</i>	Bewick's wren	1	O, V	DCSS
<i>Troglodytes aedon parkmanii</i>	house wren	1	O, V	DCSS
<i>Chamaea fasciata henshawi</i>	wrentit	1	V	DCSS
<i>Setophaga [=Dendroica] coronata</i>	yellow-rumped warbler	1	V, O	DCSS, SWS
<i>Pipilo maculatus</i>	spotted towhee	1	V	DCSS, RCSS
<i>Melospiza [=Pipilo] crissalis</i>	California towhee	2	O, V	DCSS
<i>Haemorhous [=Carpodacus] mexicanus frontalis</i>	house finch	5	O, V	U/D
<b>Mammals</b>				
<i>Sylvilagus audubonii</i>	desert cottontail	5	S	DCSS, RCSS, SWS
<i>Canis latrans</i>	coyote	2	S, T	DCSS, RCSS, DH
<i>Canis familiaris</i>	domestic dog	2	S, T	DH
<i>Procyon lotor</i>	raccoon	1	S	DCSS, RCSS
<i>Equus ferus caballus</i>	domestic horse	1	S	U/D

**Method of Identification:**

O – observed  
V – vocalization  
S – scat  
T – tracks

**Vegetation Community/Land Cover Type:**

CSS = Diegan coastal sage scrub  
RCSS = revegetated coastal sage scrub  
NNG = non-native grassland  
DH = disturbed habitat  
U/D = urban/developed  
SWS = southern willow scrub

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**APPENDIX D**  
**Sensitive Plant Species with a Potential to Occur Within the**  
**BSA**

## APPENDIX D

## SENSITIVE PLANT SPECIES WITH A POTENTIAL TO OCCUR WITHIN THE BSA

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
Nuttall's acmispon ( <i>Acmispon</i> [ <i>Lotus nuttallianus</i> ] <i>prostrata</i> )	CRPR 1B.1	Annual herb. Blooms Mar-Jun. Coastal dunes, coastal sage scrub. Elev 0-35ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
spineshrub ( <i>Adolphia californica</i> )	CRPR 2B.1	Deciduous shrub. Blooms Dec-May. Chaparral, coastal sage scrub, grassland. Elev 145-2,430ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Shaw's agave ( <i>Agave shawii</i> var. <i>shawii</i> )	CRPR 2B.1 MSCP narrow endemic	Leaf succulent. Blooms Sep-May. Coastal bluff scrub, coastal sage scrub. Elev 35-395ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to immediate coast.
aphanisma ( <i>Aphanisma blitoides</i> )	CRPR 1B.2 MSCP narrow endemic	Annual herb. Blooms Mar-Jun. Coastal bluff scrub, coastal dunes, coastal sage scrub. Elev 3-1,000ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Del Mar manzanita ( <i>Arctostaphylos glandulosa</i> ssp. <i>crassifolia</i> )	FE CRPR 1B.1 MSCP	Evergreen shrub. Blooms Dec-Jun. Sandy soils in maritime chaparral. Elev 0-1,200ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Palmer's (San Diego) sagewort ( <i>Artemisia palmeri</i> )	CRPR 4.2	Deciduous shrub. Blooms May-Sep. Sandy, mesic areas in chaparral, coastal sage scrub, riparian habitats. Elev 45-3,005ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
coastal dunes milk-vetch ( <i>Astragalus tener</i> var. <i>titi</i> )	FE SE CRPR 1B.1 MSCP narrow endemic	Annual herb. Blooms Mar-May. Vernal mesic areas in coastal dunes, coastal bluff scrub, coastal prairie. Elev 3-165ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
South Coast saltscale ( <i>Atriplex pacifica</i> )	CRPR 1B.2	Annual herb. Blooms Mar-Oct. Playas, coastal dunes, coastal bluff scrub, coastal sage scrub. Elev 0-460ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat exists onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Encinitas baccharis ( <i>Baccharis vanessae</i> )	FT SE CRPR 1B.1 MSCP narrow endemic	Deciduous shrub. Blooms Aug-Nov. Maritime chaparral, cismontane woodland. Elev 195-2,365ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Nevin's barberry ( <i>Berberis nevinitii</i> )	FE SE CRPR 1B.1 MSCP	Evergreen shrub. Blooms Mar-Jun. Sandy or gravelly soils in chaparral, coastal sage scrub, cismontane woodland, riparian scrub. Elev 895-2,710ft.	Not observed, not expected. Although a historical record exists within 3 miles of the BSA, the BSA is below the elevation requirement and suitable habitat is not present onsite.
golden-spined cereus ( <i>Bergerocactus emoryi</i> )	CRPR 2B.2	Stem succulent. Blooms May-Jun. Sandy soils in chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 10-1,295ft.	Not observed, not expected. Although a historical record exists within 3 miles of the BSA, suitable habitat is not present onsite.
San Diego goldenstar ( <i>Bloomeria clevelandii</i> )	CRPR 1B.1	Bulbiferous herb. Blooms Apr-May. Typically clay soils in vernal pools associated with chaparral, coastal sage scrub, grassland. Elev 160-1,525ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Orcutt's brodiaea ( <i>Brodiaea orcuttii</i> )	CRPR 1B.1 MSCP	Bulbiferous herb. Blooms Apr-Jul. Typically mesic, clay soils (sometimes serpentine) in vernal pools associated with chaparral, cismontane woodland, closed-cone coniferous forest, meadows & seeps, grassland. Elev 30-1,692ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Lakeside ceanothus ( <i>Ceanothus cyaneus</i> )	CRPR 1B.2 MSCP	Evergreen shrub. Blooms Apr-Jun. Chaparral, closed-coned coniferous forest. Elev 770-2,480ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, the BSA is outside of the known range of this species.

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
wart-stemmed ceanothus ( <i>Ceanothus verrucosus</i> )	CRPR 2B.2 MSCP	Evergreen shrub. Blooms Dec-May. Chaparral. Elev 3-1,250ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Orcutt's pincushion ( <i>Chaenactis glabriuscula</i> var. <i>orcuttiana</i> )	CRPR 1B.1	Annual herb. Blooms Jan-Aug. Sandy soils in coastal dunes, coastal bluff scrub. Elev 0-330ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Orcutt's spineflower ( <i>Chorizanthe orcuttiana</i> )	FE SE CRPR 1B.1	Annual herb. Blooms Mar-May. Sandy openings in chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 10-410ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
long-spined spineflower ( <i>Chorizanthe polygonoides</i> var. <i>longispina</i> )	CRPR 1B.2	Annual herb. Blooms Apr-Jul. Clay soils, vernal pools in chaparral, coastal sage scrub, meadows & seeps, grassland. Elev 95-5,020ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
summer-holly ( <i>Comarostaphylis diversifolia</i> ssp. <i>diversifolia</i> )	CRPR 1B.2	Evergreen shrub. Blooms Apr-Jun. Chaparral, cismontane woodland. Elev 95-2,595ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
San Diego sand aster ( <i>Corethrogyne filaginifolia</i> var. <i>incana</i> )	CRPR 1B.1	Perennial herb. Blooms Jun-Sep. Coastal bluff scrub, chaparral, coastal sage scrub. Elev 10-380ft.	Not observed, not expected. No historical records exist within 3 miles of the BSA and the BSA is outside known range of species.
Del Mar Mesa sand aster ( <i>Corethrogyne filaginifolia</i> var. <i>linifolia</i> )	CRPR 1B.1 MSCP	Perennial herb. Blooms May-Sep. Coastal bluff scrub, maritime chaparral, coastal sage scrub. Elev 45-495ft.	Observed. 44 individuals of this species were observed in the BSA during the fall 2014 and spring 2015 focused rare plant surveys, and several historical records exist within 3 miles of the BSA.
snake cholla ( <i>Cylindropuntia californica</i> var. <i>californica</i> )	CRPR 1B.1	Stem succulent. Blooms Apr-May. Chaparral, coastal sage scrub. Elev 95-495ft.	Not observed, not expected. No historical records exist within 3 miles of the BSA and the BSA is outside of the known range of this species.

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
short-leaved dudleya ( <i>Dudleya brevifolia</i> )	SE CRPR 1B.1 MSCP narrow endemic	Perennial herb. Blooms Apr-May. Sandstone, openings in maritime chaparral, coastal sage scrub. Elev 95-820ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is very rare and well documented with no occurrences immediately adjacent to the BSA. In addition, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
San Diego button-celery ( <i>Eryngium aristulatum</i> var. <i>parishii</i> )	FE SE CRPR 1B.1 MSCP narrow endemic	Annual/perennial herb. Blooms Apr-Jun. Vernal pools in coastal sage scrub, grassland. Elev 65-2,035ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
cliff spurge ( <i>Euphorbia misera</i> )	CRPR 2B.2	Shrub. Blooms Dec-Aug. Rocky areas in coastal bluff scrub, coastal sage scrub, Mojavean desert scrub. Elev 30-1,640ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
San Diego barrel cactus ( <i>Ferocactus viridescens</i> )	CRPR 2B.1 MSCP	Stem succulent. Blooms May-Jun. Chaparral, coastal sage scrub, grassland, vernal pools. Elev 10-1,480ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Palmer’s grapplinghook ( <i>Harpagonella palmeri</i> )	CRPR 4.2	Annual herb. Blooms Mar-May. Clay soils in chaparral, coastal sage scrub, grassland, disturbed areas. Elev 65-3,135ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
beach goldenaster ( <i>Heterotheca sessiliflora</i> ssp. <i>sessiliflora</i> )	CRPR 1B.1	Perennial herb. Blooms Mar-Dec. Coastal dunes, chaparral, coastal sage scrub. Elev 0-4,020ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
decumbent goldenbush ( <i>Isocoma menziesii</i> var. <i>decumbens</i> )	CRPR 1B.2	Shrub. Blooms Apr-Nov. sandy, often disturbed, areas in chaparral, coastal sage scrub. Elev 30-445ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.



SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
San Diego marsh-elder ( <i>Iva hayesiana</i> )	CRPR 2B.2	Perennial herb. Blooms Apr-Oct. Drainages, marshes Playas. Elev 30-1,640ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Coulter's goldfields ( <i>Lasthenia glabrata</i> ssp. <i>coulteri</i> )	CRPR 1B.1	Annual herb. Blooms Feb-Jun. Coastal salt marsh, playas, vernal pools. Elev 3-4,005ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Robinson's pepper-grass ( <i>Lepidium virginicum</i> var. <i>robinsonii</i> )	CRPR 4.3	Annual herb. Blooms Jan-Jul. Chaparral, coastal sage scrub. Elev 3-2,905ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
sea dahlia ( <i>Leptosyne maritima</i> )	CRPR 2B.2	Perennial herb. Blooms Mar-May. Coastal bluff scrub, coastal sage scrub. Elev 15-495ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat exists onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
coast woolly-heads ( <i>Nemacaulis denudata</i> var. <i>denudata</i> )	CRPR 1B.2	Annual herb. Blooms Apr-Sep. Coastal dunes. Elev 0-330ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
California Orcutt grass ( <i>Orcuttia californica</i> )	FE SE CRPR 1B.1 MSCP	Annual herb. Blooms Apr-Aug. Vernal pools. Elev 45-2,165ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present.
short-lobed broomrape ( <i>Orobanche parishii</i> ssp. <i>brachyloba</i> )	CRPR 4.2	Parasitic, perennial herb. Blooms Apr-Oct. Sandy soils associated with coastal bluff scrub, coastal dunes, coastal sage scrub. Elev 10-1,000ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Brand's star phacelia ( <i>Phacelia stellaris</i> )	CRPR 1B.1	Annual herb. Blooms Mar-May. Sandy openings in coastal sage scrub on immediate coast. Elev <1,300 ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Torrey pine ( <i>Pinus torreyana</i> ssp. <i>torreyana</i> )	CRPR 1B.2 MSCP	Evergreen tree. Sandstone areas in chaparral, closed-cone coniferous forest. Elev 245-525ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys. Torrey pines were

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
			observed adjacent, outside of the BSA; however, it is difficult to determine whether they are naturally occurring.
Nuttall's scrub oak ( <i>Quercus dumosa</i> )	CRPR 1B.1	Evergreen shrub. Blooms Feb-Apr. Sandy or clay loam soils associated with chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 45-1,315ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Engelmann oak ( <i>Quercus engelmannii</i> )	CRPR 4.2	Perennial deciduous tree. Blooms March to June. Chaparral, cismontane woodland, riparian woodland, and valley and foothill grassland. Elev 400-4,300ft.	Observed. One individual was detected during focused rare plant surveys in the revegetated coastal sage scrub. Assumed to be a planted individual, because BSA is below the elevation requirement and is outside the known range for species.
chaparral ragwort ( <i>Senecio aphanactis</i> )	CRPR 2B.2	Annual herb. Blooms Jan-Apr. Alkaline flats, dry open rocky areas. Elev 45-2,625ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
estuary seablite ( <i>Suaeda esteroa</i> )	CRPR 1B.2	Perennial herb. Blooms May-Oct. Coastal salt marsh. Elev 0-20ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.

**STATUS CODES**

**Federal**

FE = Federal-listed endangered species  
 FT = Federal-listed threatened species

**State**

SE = State-listed endangered species

**California Native Plant Society Rare Plant Ranking**

- 1B = Species rare, threatened, or endangered in California and elsewhere. These species are eligible for state listing.
- 2B = Species rare, threatened, or endangered in California but more common elsewhere. These species are eligible for state listing.
- 4 = A watch list of species of limited distribution. These species need to be monitored for changes in the status of their populations.
- .1 = Species seriously threatened in California (over 80% of occurrences threatened; high degree and immediacy of threat)
- .2 = Species fairly threatened in California (20-80% occurrences threatened; moderate degree and immediacy of threat)
- .3 = Species not very threatened in California (<20% of occurrences threatened; low degree and immediacy of threat or no current threats known)

**City of San Diego**

MSCP = City of San Diego Multiple Species Conservation Program covered species

**APPENDIX E**  
**Sensitive Plant Survey Summary Memo**

June 2, 2015

Mr. Juan Baligad  
City of San Diego  
Public Works Department - Engineering and Capital Projects  
525 B Street, 5<sup>th</sup> Floor, MS 908A  
San Diego, California 92101-4502

**RE: FALL 2014 AND SPRING 2015 SENSITIVE PLANT SURVEY SUMMARY  
MEMO FOR THE EL CAMINO REAL/SR-56 BIKE PATH CONNECTOR  
PROJECT, SAN DIEGO COUNTY, CALIFORNIA**

Mr. Baligad:

Busby Biological Services, Inc. (BBS) is pleased to provide you with this memo summarizing the results of the focused sensitive plant surveys that were conducted on October 14, 2014, and March 20 and May 7, 2015, for the proposed El Camino Real/State Route (SR)-56 Bike Path Connector Project (proposed project) located within the community of Carmel Valley in the City of San Diego (City), San Diego County, California (see Attachment 1: Figures 1 through 3). The proposed project is situated within mostly undeveloped open space, within Assessor's Parcel Number (APN) 307-051-02-00 in the U.S. Geological Survey (USGS) Del Mar 7.5-minute quadrangle (USGS 2014), south of SR-56 and east of El Camino Real, in Section 30, Township 14 South, Range 3 West (City 2014a) (see Attachment 1: Figures 2 and 3). The proposed project is located entirely within the City's Multi-Habitat Planning Area (MHPA) boundary (see Attachment 1: Figure 4) and the coastal overlay zone.

BBS conducted a focused sensitive plant survey for plant species that are considered rare, threatened, or endangered by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and/or California Native Plant Society (CNPS) within the Biological Survey Area (BSA) for the proposed project. The BSA includes the proposed temporary and permanent project impact area as well as 100-foot survey buffer surrounding the proposed project impact area (see Attachment 1: Figure 5). This memo provides a brief project description, the methods used to conduct these surveys, the results of these surveys, a project impacts analysis, and mitigation and monitoring requirements.

## **1.0 PROJECT DESCRIPTION**

The proposed project involves the construction of a Class I bike path connector between El Camino Real and the existing paved SR-56 bike/equestrian/maintenance path to the east and the revegetation of some permanent and temporary impact areas with native, non-invasive, drought-tolerant plant species and as specified in the revegetation plan for the proposed project (City 2014b). The proposed project is part of a permanent circulation improvement

element of the Carmel Valley Neighborhood 8 Precise Plan (Precise Plan; City 1990a), the Carmel Valley Restoration and Enhancement Project (CVREP) Final Environmental Impact Report (FEIR; City 1990b).

The proposed Class I bike path connector would pave over a portion of the existing dirt path that is utilized for maintenance access and as an informal bike path that connects the El Camino Real bike lane with the existing, paved SR-56 bike/equestrian/maintenance path. Currently, there is no definitive path boundary except for the resulting wear from existing pedestrian and bicycle traffic; therefore, the transition between the dirt path and surrounding Environmentally Sensitive Land (ESL) within the MHPA is not well defined. The proposed project would soften the curve and slope of the existing dirt path to meet City bike path standards and provide for safer access between the existing, paved SR-56 bike/equestrian/maintenance path and El Camino Real. In addition, the establishment of a clearly defined bike path linkage would reduce or eliminate encroachment into the adjacent ESL.

Phase I of the proposed project involves recontouring and paving a portion of an existing dirt path to construct a new plain cement concrete driveway apron and an approximately 12-foot-wide-by-220-foot-long asphalt bike path connector, with a 2-foot-wide shoulder on either side (see Attachment 1: Figure 6). The work would entail approximately 41 cubic yards of cut and approximately 599 cubic yards of fill, with a maximum fill height of approximately 6.5 feet. Phase II involves revegetating some permanent and temporary impact areas with native, non-invasive, drought-tolerant plant species and installation of a fence/barricade to protect the revegetation areas and preclude future encroachment into the adjacent ESL as specified in the revegetation plan for the proposed project. The temporary impact areas to be revegetated will include the unused portions of the existing dirt path that will not be covered by fill associated with the new bike path connector, as well as the graded and filled areas forming a manufactured slope on either side of the new bike path connector. These revegetated areas will be monitored and maintained as specified in the revegetation plan for the proposed project (City 2014b).

## **2.0 METHODS**

Prior to conducting the fall focused sensitive plant survey, BBS conducted a literature review of applicable environmental documents and regulations for the proposed project, which included – but was not limited to – a review of the City’s Multiple Species Conservation Program Subarea Plan (MSCP; City 1997), Precise Plan (City 1990a), and the FEIR (City 1990b). Additional background research to determine the existing biological conditions within the proposed project included a review of current federal, state, and local regulations; online aerial satellite imagery (Google Earth 2014); USGS topographic maps (USGS 2014); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey maps (USDA 2014); and other reputable online resources that provide data for the region.

BBS also coordinated with a RECON Environmental, Inc. (RECON) Geographic Information Systems (GIS) analyst to obtain historical sensitive species data for the proposed project area and a 3-mile buffer around the proposed project area, including data

obtained from the USFWS critical habitat inventory, SanBIOS database (County of San Diego 2014); CDFW *California Natural Diversity Database* (CNDDDB; CDFW 2014a), CNPS *Electronic Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2014), the Jepson *On-Line Interchange for California Floristics* (UC Berkeley 2014), and other reputable resources. In addition, BBS reviewed other sensitive species resources, including the USFWS Species Lists (USFWS 2014a) and Critical Habitat Portal (USFWS 2014b); Special Vascular Plants, Bryophytes, and Lichens (CDFW 2011); and State and Federally Listed Endangered, Threatened, and Rare Plants of California (CDFW 2014b). BBS used the data obtained during the background research to determine the potential for sensitive species to occur within the BSA.

For purposes of this report, sensitive plant species include those that are (1) listed as threatened or endangered or proposed for listing by federal or state agencies; (2) California Rare Plant Ranks (CRPR) List 1 or List 2 (CNPS 2014); or (3) considered rare, endangered, or threatened by CDFW (CDFW 2011) or other local conservation organizations (including MSCP-covered species and narrow endemic species) or specialists. Noteworthy plant species are considered to be those that are CRPR List 3 or List 4 (CNPS 2014).

Three focused sensitive plant surveys were conducted by Margie Mulligan (Mulligan Biological Consulting) on October 14, 2014, and March 20 and May 7, 2015, to document observable sensitive plant species and assess the potential for other sensitive plant species to occur within the BSA. The sensitive plant surveys were conducted by walking meandering transects throughout the BSA. When a sensitive plant species was observed, a waypoint was taken with a handheld Global Positioning Systems (GPS) unit that recorded the plant's location and the elevation above mean sea level (amsl), and data pertaining to the species occurrence (e.g., vegetation communities in which it occurred, approximate number of individuals) were recorded. This information was then provided to a RECON GIS Analyst for preparation of the maps and report figures using GIS software.

### 3.0 RESULTS

The literature review and database search resulted in a list of 41 sensitive plant species that have historically occurred within 3 miles of the BSA (County of San Diego 2014, CDFW 2014a, and CNPS 2014). Of these 41 species, one – Del Mar Mesa sand aster (*Corethrogyne filaginifolia* var. *linifolia*) – was observed within the BSA during the fall and spring sensitive plant species surveys. In addition, Engelmann oak (*Quercus engelmannii*), which is not known historically from the vicinity, was also observed within the BSA during the fall and spring sensitive plant species surveys. Of the remaining 40 species that have historically occurred within 3 miles of the BSA, none of them are expected to occur within the BSA based on: 1) their not being detected during the fall 2014 and spring 2015 sensitive plant surveys; 2) a lack of suitable habitat within the BSA; and/or 3) a lack of recent historical records in the vicinity of the BSA.

The following paragraphs provide detail on Del Mar Mesa sand aster and Engelmann oak that are present within the BSA. A table summarizing the habitat requirements and occurrence potential of all 42 sensitive plant species is included as Attachment 2. As listed

in Attachment 3, a total of 94 plant species were observed within the BSA, with 51 species (54 percent) considered native and the remaining 43 species (46 percent) considered non-native and/or naturalized into the area.

### **3.1 Del Mar Mesa Sand Aster**

Del Mar Mesa sand aster is a California endemic species, a CRPR 1B.1 (seriously threatened in California and elsewhere) species, and an MSCP-covered species. It is a perennial herb in the Asteraceae family that typically blooms from May to September. This species is found in sandy soils associated with coastal bluff scrub, openings in maritime chaparral, and coastal sage scrub. Del Mar Mesa sand aster is known only from San Diego County, at elevations between 45 and 495 feet amsl. This species is threatened by development, non-native plant species, trampling by foot traffic, and road maintenance (CNPS 2014).

Del Mar Mesa sand aster is present within the BSA. A total of 44 individual plants were found in nine locations in disturbed habitat and Diegan coastal sage scrub throughout the BSA during the fall 2014 and spring 2015 focused sensitive plant surveys (see Attachment 1: Figure 6). A total of 12 individual plants in three locations in disturbed habitat and revegetated coastal sage scrub occur within the proposed project impact area. The remaining six locations (32 individuals) occur in the Diegan coastal sage scrub south of the existing paved bike path and outside the proposed project impact area but within the 100-foot buffer area. While no additional individuals were observed adjacent to the BSA, several populations are known to occur within the vicinity of the proposed project, and the BSA is located within the known range of Del Mar Mesa sand aster (CNDDB 2015).

### **3.2 Engelmann Oak**

Engelmann oak is a CRPR 4.2 (limited distribution and moderately threatened in California) species. It is a perennial deciduous tree in the Fagaceae family that typically blooms from March to June. This species is found in chaparral, cismontane woodland, riparian woodland, and valley and foothill grassland. Engelmann oak is known from Santa Catalina Island and Los Angeles, Orange, Riverside, and San Diego counties, at elevations between 400 and 4,300 feet amsl. This species is threatened by development, soil compaction, and grazing.

Engelmann oak is present within the BSA (see Attachment 1: Figure 6). During the focused sensitive plant surveys, one individual was observed north of the existing paved bike path and outside the proposed impact area, within revegetated coastal sage scrub. This individual is assumed to have been planted, because the individual was observed within a revegetated vegetation community, and the BSA occurs below the elevation requirement and is outside the known range for this species (CDFW 2014a). No other individuals were found, and this species is not expected to occur in any other portion of the BSA. The Engelmann oak individual present in the BSA is not considered sensitive, because it is not naturally occurring and therefore is not contributing to a viable population.

## **4.0 PROJECT IMPACT ANALYSIS**

Biological resources may be either directly or indirectly impacted by a project. Direct and indirect impacts may furthermore be permanent or temporary in nature. Project impacts can also be classified as cumulative impacts, which are incremental impacts from two or more past, present, or probable future projects whose individual impacts can be individually minor but when combined are considerable. However, if a project complies with the City Biology Guidelines (2012), it would typically not result in cumulative impacts to vegetation communities or to covered species. The biological impacts of the proposed project were assessed according to guidelines set forth in the City Biology Guidelines (City 2012) and the City Significance Determination Guidelines under CEQA (City 2011). Anticipated and potential impacts to sensitive plant species would be considered significant unless appropriate avoidance, minimization, and/or mitigation measures are implemented to reduce the impacts to below a level of significance.

As discussed below, the proposed project has a potential to directly impact one known sensitive plant species – Del Mar Mesa sand aster – within the BSA. One Engelmann oak was observed in the revegetated coastal sage scrub along the northern boundary of the BSA, but the proposed project is not anticipated to impact this species. Therefore, no additional avoidance, minimization, or mitigation measures would be required for Engelmann oak.

Approximately 44 individuals of Del Mar Mesa sand aster were found in nine locations throughout the BSA during the fall 2014 and spring 2015 focused sensitive plant surveys (see Attachment 1: see Figure 6). The proposed project is anticipated to permanently impact 12 individual plants at three different locations through direct take of the species, because these individuals were found along the edge of an existing dirt path where bike path grading and paving is proposed. The proposed project has a potential to indirectly impact another 10 individuals in three locations outside but within 25 feet of proposed project impacts, as dust from adjacent grading and work activities has a potential to fall on these individuals and interfere with photosynthesis and germination. Impacts to Del Mar Mesa sand aster would be considered significant according to the City Biology Guidelines, because it is a CRPR 1B.1 species (City 2012). Therefore, appropriate avoidance, minimization, and/or mitigation measures are required to reduce these impacts to below a level of significance.

## **5.0 MITIGATION AND MONITORING REQUIREMENTS**

The project was designed to avoid impacts to sensitive biological resources and ESL to the maximum extent feasible. Avoidance, minimization, and mitigation measures are required for significant impacts to sensitive biological resources, including impacts to sensitive plant species. These avoidance, minimization, and mitigation measures are intended to reduce project-related impacts to below a level of significance. Avoidance, minimization, and mitigation measures typically include resource avoidance, habitat restoration, off-site acquisition of habitat; and/or on-site preservation or dedication of habitat.

Mitigation and monitoring would be required for the proposed project under the San Diego Municipal Code, including the ESL and Landscape Regulations (City 2009) and the Land Development Code Biology Guidelines (City 2012), and in accordance with the MHPA Land Use Adjacency Guidelines (MSCP Subarea Plan, Section 1.4.3). The paragraphs below describe avoidance, minimization, and mitigation measures recommended to reduce



potential significant impacts to sensitive plant species resulting from the proposed project to below a level of significance. However, please refer to Section 5.1 – Mitigation of Impacts to General Biological Resources – in the General Survey Report for mitigation of general impacts to biological resources prior to construction, during construction, and post construction, and Section 5.2.1 – Mitigation for Impacts to Sensitive Vegetation and Environmentally Sensitive Lands – in the General Survey Report for mitigation of impacts to sensitive vegetation and ESL, and general avoidance, minimization, and mitigation measures to comply with MHPA Land Use Adjacency Guidelines (City 1997; BBS 2015).

Because Del Mar Mesa sand aster is covered under the MSCP, implementation of the following mitigation measures is recommended to reduce impacts to below a level of significance:

- A biological monitor shall meet with construction personnel prior to any vegetation clearing to identify the construction access requirements and shall work with the construction personnel to avoid and minimize impacts to Del Mar Mesa sand aster to the maximum extent feasible.
- Unavoidable impacts to Del Mar Mesa sand aster would be mitigated, in accordance with the City's Biology Guidelines (2012), through transplantation, soil salvage, and/or habitat restoration within the proposed temporary impact area with implementation of the habitat mitigation outlined in Section 5.0 – Mitigation and Monitoring Requirements – in the General Survey Report for the proposed project (BBS 2015) and discussed in detail in the revegetation plan for the proposed project (City 2014b).

## **6.0 SUMMARY & DISCUSSION**

Two sensitive plant species – Del Mar Mesa sand aster and Engelmann oak – were documented within the BSA during the 2014 fall and 2015 spring focused sensitive plant surveys (see Attachment 1: Figure 6). Approximately 44 individuals of Del Mar Mesa sand aster were found in nine locations throughout the BSA. One Engelmann oak was found in the northern boundary of the BSA. This individual Engelmann oak is assumed to have been planted, because it was observed within a revegetated vegetation community, and the BSA occurs below the elevation requirement and is outside the known range for this species.

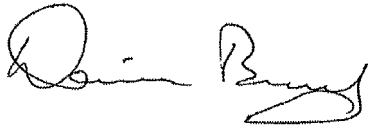
The proposed project is anticipated to directly and permanently impact 12 individual plants of Del Mar Mesa sand aster through direct take of the species during grading and paving, and has a potential to indirectly impact 10 individual plants of Del Mar Mesa sand aster within 25 feet of proposed impacts, as dust from adjacent grading and work activities has a potential to fall on these individuals and interfere with photosynthesis and germination (see Attachment 1: Figure 6).

As discussed in Section 5.0 – Mitigation and Monitoring Requirements – of this report, appropriate mitigation to reduce impacts to Del Mar Mesa sand aster to below a level of significance shall include biological monitoring during proposed construction activities to

avoid impacts to the species and associated sensitive vegetation communities to the maximum extent feasible; and transplantation, soil salvage, and/or habitat restoration of unavoidable impacts to the species within the proposed temporary impact areas with implementation of the habitat mitigation outlined in Section 5.0 – Mitigation and Monitoring Requirements – in the General Survey Report for the proposed project (BBS 2015; City 1997, 2011, and 2012) and discussed in detail in the revegetation plan for the proposed project (City 2014b).

Please do not hesitate to contact me at [darin@busbybiological.com](mailto:darin@busbybiological.com) or 858.334.9508 if you have any questions.

Sincerely,



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Darin Busby  
Owner/Principal Biologist  
Busby Biological Services, Inc.

cc: Kayo Valenti, RECON Environmental

**ATTACHMENTS**

Attachment 1: Figures

Attachment 2: Sensitive Plant Species with a Potential to Occur within the BSA

Attachment 3: Plant Species Observed within the BSA

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# **ATTACHMENT 1**

## **Figures**




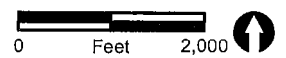
 Project Location

FIGURE 1

RECON

Regional Location Map  
El Camino Real/SR-56 Bike Path Connector



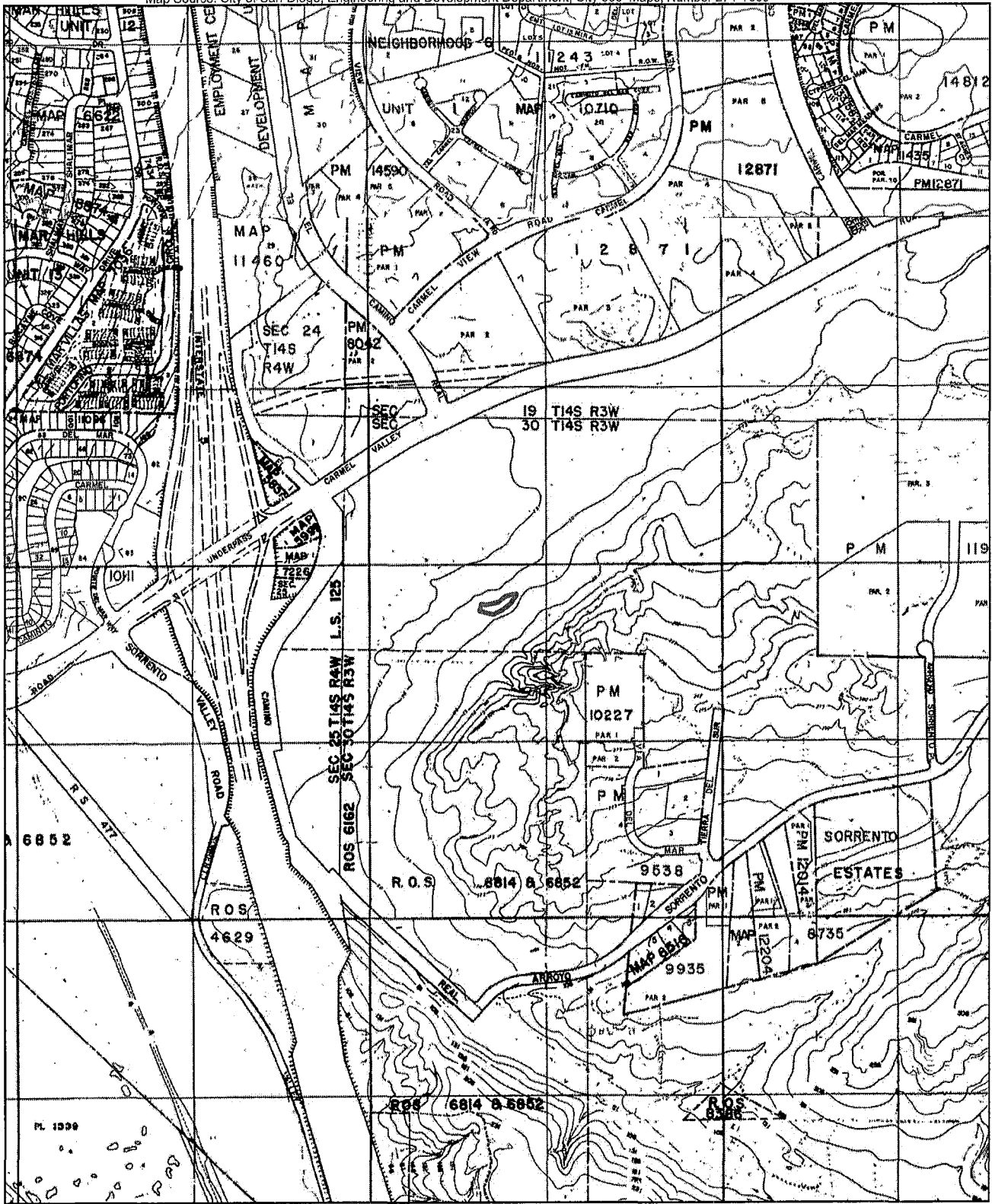
 Project Location

FIGURE 2

Project Location on USGS Map  
El Camino Real/SR-56 Bike Path Connector

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Project Area

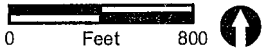





FIGURE 3

Project Location on City 800' Map  
El Camino Real/SR-56 Bike Path Connector

RECON



-  Project Area
-  City of San Diego MHPA
-  Parcel Boundaries

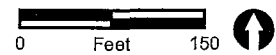
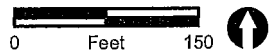
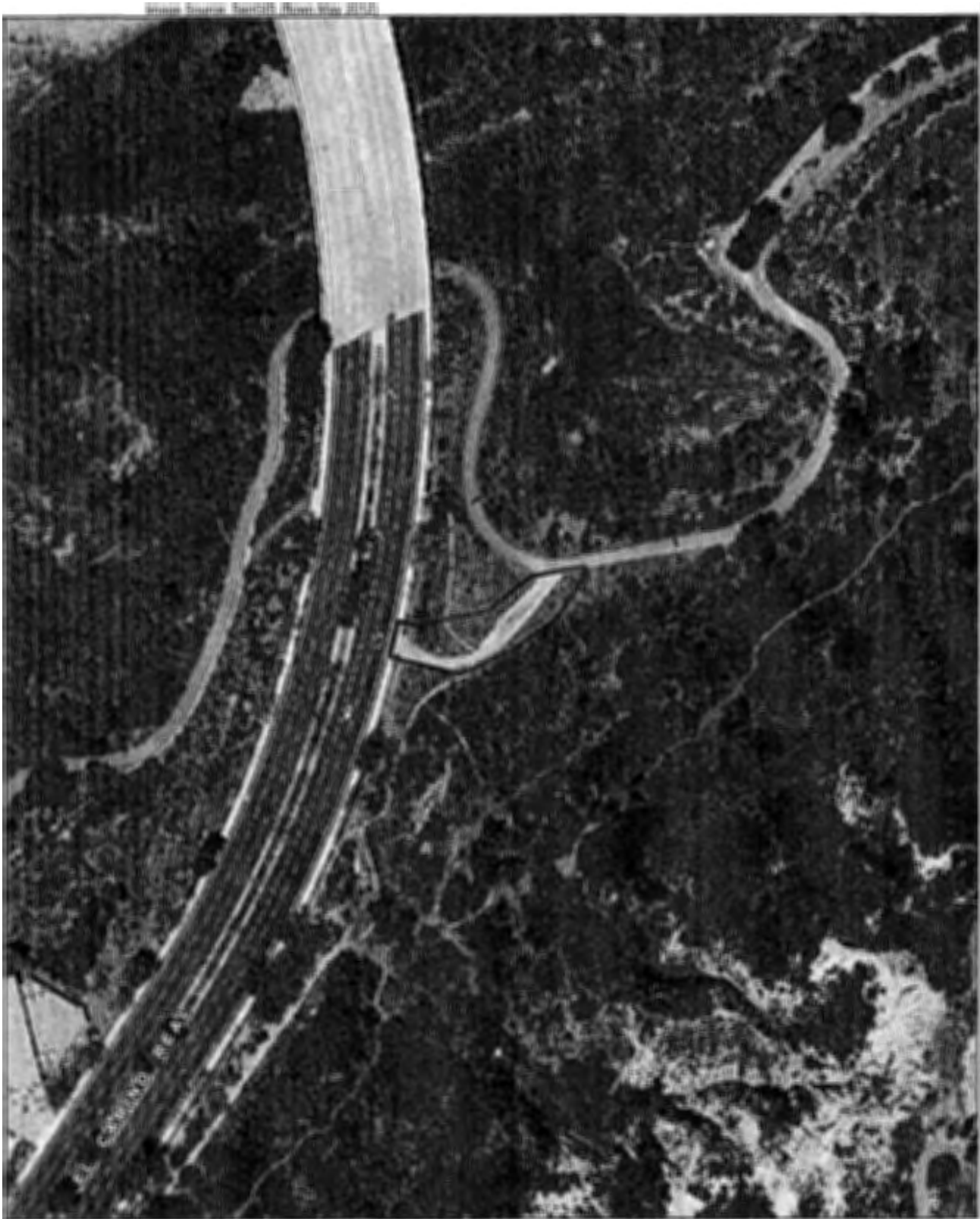


FIGURE 4





 Project Area  
 Biological Survey Area

FIGURE 5

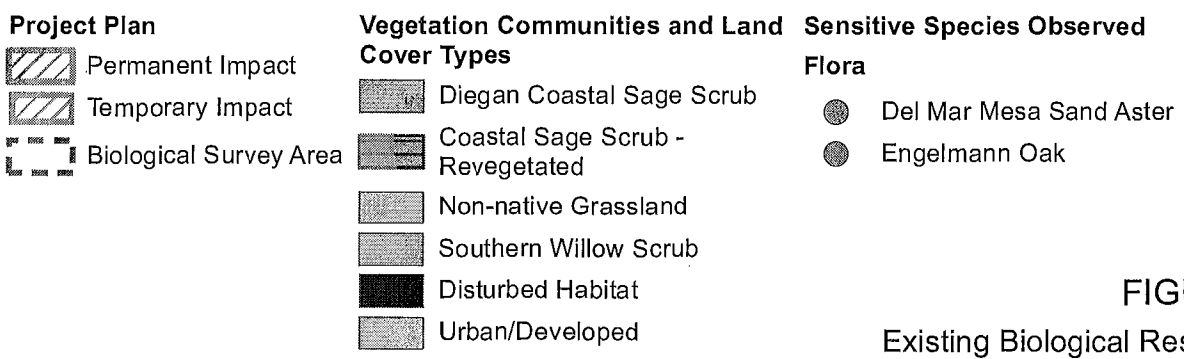
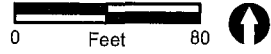
Biological Survey Area Map  
 El Camino Real/SR-56 Bike Path Connector

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152 | Page

Appendix A - Biological Resources General Survey Report, Section 5.0 Mitigation and Monitoring Requirements



**FIGURE 6**

Existing Biological Resources and Proposed Project Impacts  
El Camino Real/SR-56 Bike Path Connector

**ATTACHMENT 2**  
**Sensitive Plant Species with a Potential to Occur within  
the BSA**

**ATTACHMENT 2**  
**Sensitive Plant Species with a Potential to Occur within the BSA**

<b>SPECIES NAME</b>	<b>STATUS</b>	<b>HABITAT DESCRIPTION</b>	<b>POTENTIAL FOR OCCURRENCE WITHIN BSA</b>
Nuttall's acmispon ( <i>Acmispon</i> [ <i>Lotus nuttallianus</i> ] <i>prostrata</i> )	CRPR 1B.1	Annual herb. Blooms Mar-Jun. Coastal dunes, coastal sage scrub. Elev 0-35ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
spineshrub ( <i>Adolphia californica</i> )	CRPR 2B.1	Deciduous shrub. Blooms Dec-May. Chaparral, coastal sage scrub, grassland. Elev 145-2,430ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Shaw's agave ( <i>Agave shawii</i> var. <i>shawii</i> )	CRPR 2B.1 MSCP narrow endemic	Leaf succulent. Blooms Sep-May. Coastal bluff scrub, coastal sage scrub. Elev 35-395ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to immediate coast.
aphanisma ( <i>Aphanisma blitoides</i> )	CRPR 1B.2 MSCP narrow endemic	Annual herb. Blooms Mar-Jun. Coastal bluff scrub, coastal dunes, coastal sage scrub. Elev 3-1,000ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Del Mar manzanita ( <i>Arctostaphylos glandulosa</i> ssp. <i>crassifolia</i> )	FE CRPR 1B.1 MSCP	Evergreen shrub. Blooms Dec-Jun. Sandy soils in maritime chaparral. Elev 0-1,200ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Palmer's (San Diego) sagewort ( <i>Artemisia palmeri</i> )	CRPR 4.2	Deciduous shrub. Blooms May-Sep. Sandy, mesic areas in chaparral, coastal sage scrub, riparian habitats. Elev 45-3,005ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
coastal dunes milk-vetch ( <i>Astragalus tener</i> var. <i>titi</i> )	FE SE CRPR 1B.1 MSCP narrow endemic	Annual herb. Blooms Mar-May. Vernal mesic areas in coastal dunes, coastal bluff scrub, coastal prairie. Elev 3-165ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
South Coast saltscale ( <i>Atriplex pacifica</i> )	CRPR 1B.2	Annual herb. Blooms Mar-Oct. Playas, coastal dunes, coastal bluff scrub, coastal	Not observed, not expected. Although historical records exist within 3 miles of the BSA and

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
		sage scrub. Elev 0-460ft.	potentially suitable habitat exists onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Encinitas baccharis ( <i>Baccharis vanessae</i> )	FT SE CRPR 1B.1 MSCP narrow endemic	Deciduous shrub. Blooms Aug-Nov. Maritime chaparral, cismontane woodland. Elev 195-2,365ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Nevin's barberry ( <i>Berberis nevini</i> )	FE SE CRPR 1B.1 MSCP	Evergreen shrub. Blooms Mar-Jun. Sandy or gravelly soils in chaparral, coastal sage scrub, cismontane woodland, riparian scrub. Elev 895-2,710ft.	Not observed, not expected. Although a historical record exists within 3 miles of the BSA, the BSA is below the elevation requirement and suitable habitat is not present onsite.
golden-spined cereus ( <i>Bergerocactus emoryi</i> )	CRPR 2B.2	Stem succulent. Blooms May-Jun. Sandy soils in chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 10-1,295ft.	Not observed, not expected. Although a historical record exists within 3 miles of the BSA, suitable habitat is not present onsite.
San Diego goldenstar ( <i>Bloomeria clevelandii</i> )	CRPR 1B.1	Bulbiferous herb. Blooms Apr-May. Typically clay soils in vernal pools associated with chaparral, coastal sage scrub, grassland. Elev 160-1,525ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Orcutt's brodiaea ( <i>Brodiaea orcuttii</i> )	CRPR 1B.1 MSCP	Bulbiferous herb. Blooms Apr-Jul. Typically mesic, clay soils (sometimes serpentine) in vernal pools associated with chaparral, cismontane woodland, closed-cone coniferous forest, meadows & seeps, grassland. Elev 30-1,692ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Lakeside ceanothus ( <i>Ceanothus cyaneus</i> )	CRPR 1B.2 MSCP	Evergreen shrub. Blooms Apr-Jun. Chaparral, closed-coned coniferous forest. Elev 770-2,480ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, the BSA is outside of the known range of this species.
wart-stemmed ceanothus ( <i>Ceanothus verrucosus</i> )	CRPR 2B.2 MSCP	Evergreen shrub. Blooms Dec-May. Chaparral. Elev 3-1,250ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
Orcutt's pincushion ( <i>Chaenactis glabriuscula</i> var. <i>orcuttiana</i> )	CRPR 1B.1	Annual herb. Blooms Jan-Aug. Sandy soils in coastal dunes, coastal bluff scrub. Elev 0-330ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Orcutt's spineflower ( <i>Chorizanthe orcuttiana</i> )	FE SE CRPR 1B.1	Annual herb. Blooms Mar-May. Sandy openings in chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 10-410ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
long-spined spineflower ( <i>Chorizanthe polygonoides</i> var. <i>longispina</i> )	CRPR 1B.2	Annual herb. Blooms Apr-Jul. Clay soils, vernal pools in chaparral, coastal sage scrub, meadows & seeps, grassland. Elev 95-5,020ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
summer-holly ( <i>Comarostaphylis diversifolia</i> ssp. <i>diversifolia</i> )	CRPR 1B.2	Evergreen shrub. Blooms Apr-Jun. Chaparral, cismontane woodland. Elev 95-2,595ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, specific chaparral habitat is not present, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
San Diego sand aster ( <i>Corethrogyne filaginifolia</i> var. <i>incana</i> )	CRPR 1B.1	Perennial herb. Blooms Jun-Sep. Coastal bluff scrub, chaparral, coastal sage scrub. Elev 10-380ft.	Not observed, not expected. No historical records exist within 3 miles of the BSA and the BSA is outside known range of species.
Del Mar Mesa sand aster ( <i>Corethrogyne filaginifolia</i> var. <i>linifolia</i> )	CRPR 1B.1 MSCP	Perennial herb. Blooms May-Sep. Coastal bluff scrub, maritime chaparral, coastal sage scrub. Elev 45-495ft.	Observed. Several individuals of this species were observed in the BSA during the fall 2014 and spring 2015 focused rare plant surveys, and several historical records exist within 3 miles of the BSA.
snake cholla ( <i>Cylindropuntia californica</i> var. <i>californica</i> )	CRPR 1B.1	Stem succulent. Blooms Apr-May. Chaparral, coastal sage scrub. Elev 95-495ft.	Not observed, not expected. No historical records exist within 3 miles of the BSA and the BSA is outside of the known range of this species.
short-leaved dudleya ( <i>Dudleya brevifolia</i> )	SE CRPR 1B.1 MSCP narrow endemic	Perennial herb. Blooms Apr-May. Sandstone, openings in maritime chaparral, coastal sage scrub. Elev 95-820ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is very rare and well documented with no occurrences immediately adjacent to the BSA. In addition, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
San Diego button-celery ( <i>Eryngium aristulatum</i> var. <i>parishii</i> )	FE SE CRPR 1B.1	Annual/perennial herb. Blooms Apr-Jun. Vernal pools in coastal sage scrub,	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable



SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
	MSCP narrow endemic	grassland. Elev 65-2,035ft.	habitat is not present onsite.
cliff spurge ( <i>Euphorbia misera</i> )	CRPR 2B.2	Shrub. Blooms Dec-Aug. Rocky areas in coastal bluff scrub, coastal sage scrub, Mojavean desert scrub. Elev 30-1,640ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
San Diego barrel cactus ( <i>Ferocactus viridescens</i> )	CRPR 2B.1 MSCP	Stem succulent. Blooms May-Jun. Chaparral, coastal sage scrub, grassland, vernal pools. Elev 10-1,480ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Palmer's grapplinghook ( <i>Harpagonella palmeri</i> )	CRPR 4.2	Annual herb. Blooms Mar-May. Clay soils in chaparral, coastal sage scrub, grassland, disturbed areas. Elev 65-3,135ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
beach goldenaster ( <i>Heterotheca sessiliflora</i> ssp. <i>sessiliflora</i> )	CRPR 1B.1	Perennial herb. Blooms Mar-Dec. Coastal dunes, chaparral, coastal sage scrub. Elev 0-4,020ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
decumbent goldenbush ( <i>Isocoma menziesii</i> var. <i>decumbens</i> )	CRPR 1B.2	Shrub. Blooms Apr-Nov. sandy, often disturbed, areas in chaparral, coastal sage scrub. Elev 30-445ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
San Diego marsh-elder ( <i>Iva hayesiana</i> )	CRPR 2B.2	Perennial herb. Blooms Apr-Oct. Drainages, marshes Playas. Elev 30-1,640ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Coulter's goldfields ( <i>Lasthenia glabrata</i> ssp. <i>coulteri</i> )	CRPR 1B.1	Annual herb. Blooms Feb-Jun. Coastal salt marsh, playas, vernal pools. Elev 3-4,005ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
Robinson's pepper-grass ( <i>Lepidium virginicum</i> var. <i>robinsonii</i> )	CRPR 4.3	Annual herb. Blooms Jan-Jul. Chaparral, coastal sage scrub. Elev 3-2,905ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
			spring 2015 focused sensitive plant surveys.
sea dahlia ( <i>Leptosyne maritima</i> )	CRPR 2B.2	Perennial herb. Blooms Mar-May. Coastal bluff scrub, coastal sage scrub. Elev 15-495ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat exists onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
coast woolly-heads ( <i>Nemacaulis denudata</i> var. <i>denudata</i> )	CRPR 1B.2	Annual herb. Blooms Apr-Sep. Coastal dunes. Elev 0-330ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
California Orcutt grass ( <i>Orcuttia californica</i> )	FE SE CRPR 1B.1 MSCP	Annual herb. Blooms Apr-Aug. Vernal pools. Elev 45-2,165ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present.
short-lobed broomrape ( <i>Orobanche parishii</i> ssp. <i>brachyloba</i> )	CRPR 4.2	Parasitic, perennial herb. Blooms Apr-Oct. Sandy soils associated with coastal bluff scrub, coastal dunes, coastal sage scrub. Elev 10-1,000ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Brand's star phacelia ( <i>Phacelia stellaris</i> )	CRPR 1B.1	Annual herb. Blooms Mar-May. Sandy openings in coastal sage scrub on immediate coast. Elev <1,300 ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.
Torrey pine ( <i>Pinus torreyana</i> ssp. <i>torreyana</i> )	CRPR 1B.2 MSCP	Evergreen tree. Sandstone areas in chaparral, closed-cone coniferous forest. Elev 245-525ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, and this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys. Torrey pines were observed adjacent, outside of the BSA; however, it is difficult to determine whether they are naturally occurring.
Nuttall's scrub oak ( <i>Quercus dumosa</i> )	CRPR 1B.1	Evergreen shrub. Blooms Feb-Apr. Sandy or clay loam soils associated with chaparral, coastal sage scrub, closed-cone coniferous forest. Elev 45-1,315ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA and potentially suitable habitat is present onsite, this species was not observed during the fall 2014 and spring 2015 focused sensitive plant surveys.
Engelmann oak ( <i>Quercus engelmannii</i> )	CRPR 4.2	Perennial deciduous tree. Blooms March to June. Chaparral, cismontane	Observed. One individual was detected during focused rare plant surveys in the revegetated coastal

SPECIES NAME	STATUS	HABITAT DESCRIPTION	POTENTIAL FOR OCCURRENCE WITHIN BSA
		woodland, riparian woodland, and valley and foothill grassland. Elev 400-4,300ft.	sage scrub. Assumed to be a planted individual because BSA is below the elevation requirement and is outside the known range for species.
chaparral ragwort ( <i>Senecio aphanactis</i> )	CRPR 2B.2	Annual herb. Blooms Jan-Apr. Alkaline flats, dry open rocky areas. Elev 45-2,625ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, suitable habitat is not present onsite.
estuary seablite ( <i>Suaeda esteroa</i> )	CRPR 1B.2	Perennial herb. Blooms May-Oct. Coastal salt marsh. Elev 0-20ft.	Not observed, not expected. Although historical records exist within 3 miles of the BSA, this species is restricted to the immediate coast.

**STATUS CODES**

**Federal**

FE = Federal-listed endangered species  
 FT = Federal-listed threatened species

**State**

SE = State-listed endangered species

**California Native Plant Society Rare Plant Ranking (CRPR)**

- 1B = Species rare, threatened, or endangered in California and elsewhere. These species are eligible for state listing.
- 2B = Species rare, threatened, or endangered in California but more common elsewhere. These species are eligible for state listing.
- 4 = A watch list of species of limited distribution. These species need to be monitored for changes in the status of their populations.
- .1 = Species seriously threatened in California (over 80% of occurrences threatened; high degree and immediacy of threat)
- .2 = Species fairly threatened in California (20-80% occurrences threatened; moderate degree and immediacy of threat)
- .3 = Species not very threatened in California (<20% of occurrences threatened; low degree and immediacy of threat or no current threats known)

**City of San Diego**

MSCP = City of San Diego Multiple Species Conservation Program covered species

**ATTACHMENT 3**  
**Plant Species Observed within the BSA**

**ATTACHMENT 3**  
**Plant Species Observed within the BSA**

<b>FAMILY</b>	<b>SCIENTIFIC NAME</b>	<b>COMMON NAME</b>	<b>VEGETATION COMMUNITY/ LAND COVER TYPE</b>
Aizoaceae	<i>*Carpobrotus edulis</i>	iceplant	DH, DCSS
Anacardiaceae	<i>Rhus integrifolia</i>	lemonadeberry	DCSS, NNG, RCSS
Apiaceae	<i>Apiastrum angustifolium</i>	mock-parsley	DCSS
	<i>Daucus pusillus</i>	rattlesnake weed	DCSS, NNG
	<i>Sanicula crassicaulis</i>	Pacific sanicle	DCSS
Asteraceae	<i>Ambrosia psilostachya</i>	western ragweed	DH, NNG, RCSS
	<i>Artemisia californica</i>	California sagebrush	DCSS
	<i>Artemisia douglasiana</i>	Douglas mugwort	SWS, RCSS
	<i>*Artemisia "Powis Castle"</i>	wormwood	U/D
	<i>Baccharis pilularis</i>	coyote brush	DCSS, NNG, SWS, RCSS
	<i>Baccharis salicifolia</i>	mule fat, seep-willow	SWS
	<i>Baccharis sarothroides</i>	broom baccharis	DCSS, SWS
	<i>*Centaurea melitensis</i>	totalote	RCSS
	<i>Corethrogyne filaginifolia</i> var. <i>linifolia</i>	<b>Del Mar Mesa sand aster</b>	<b>DCSS, DH</b>
	<i>Cirsium occidentale</i> var. <i>occidentale</i>	cobwebby thistle	DCSS
	<i>*Cotula australis</i>	Australian brass-buttons	RCSS, DH
	<i>Encelia californica</i>	California encelia	RCSS, DCSS
	<i>*Hedypnois cretica</i>	Crete hedypnois	DH, NNG
	<i>Heterotheca grandiflora</i>	telegraph weed	RCSS
	<i>*Hypochaeris glabra</i>	smooth cat's ear	DCSS, DH, NNG, RCSS
	<i>Isocoma menziesii</i> var. <i>menziesii</i>	spreading goldenbush	DCSS, DH, NNG
	<i>Isocoma menziesii</i> var. <i>vernonioides</i>	coastal goldenbush	DCSS, RCSS
	<i>*Logfia gallica</i>	narrow-leaf cottonrose	DCSS, RCSS
	<i>*Matricaria discoidea</i>	common pineapple-weed	DH
	<i>Osmadenia tenella</i>	osmadenia	DCSS, DH, NNG
<i>*Senecio vulgaris</i>	common groundsel	DH, NNG	
<i>*Sonchus asper</i> ssp. <i>asper</i>	prickly sow-thistle	DCSS, DH, NNG	
<i>Stylocline gnaphaloides</i>	everlasting nest-straw	DCSS	
Boraginaceae	<i>Eucrypta chrysanthemifolia</i> var. <i>chrysanthemifolia</i>	common eucrypta	DCSS
	<i>Heliotropium curassavicum</i> var. <i>oculatum</i>	salt heliotrope	RCSS
	<i>Amsinckia intermedia</i>	rancher's fiddleneck	DCSS
Brassicaceae	<i>*Brassica tournefortii</i>	Sahara mustard	DH
	<i>*Hirschfeldia incana</i>	short-pod mustard	DH, NNG
	<i>*Lepidium strictum</i>	upright peppergrass	DH
	<i>Raphanus sativus</i>	wild radish	DH, NNG
	<i>*Sisymbrium irio</i>	London rocket	DH, NNG
Caprifoliaceae	<i>Lonicera subspicata</i> var. <i>denudata</i>	Johnston's honeysuckle	DCSS
Caryophyllaceae	<i>*Cerastium glomeratum</i>	mouse-ear chickweed	DCSS
	<i>Spergularia bocconi</i>	Boccone's sand-spurrey	DH

FAMILY	SCIENTIFIC NAME	COMMON NAME	VEGETATION COMMUNITY/ LAND COVER TYPE
Chenopodiaceae	<i>*Atriplex semibaccata</i>	Australian saltbush	NNG, DH
	<i>*Chenopodium album</i>	lamb's quarters	DH, NNG
	<i>*Salsola australis</i>	Australian tumbleweed	DCSS, DH, NNG
Cistaceae	<i>*Cistus ladanifer</i>	gum cistus	U/D
Convolvulaceae	<i>Cressa truxillensis</i>	alkali weed	NNG
Crassulaceae	<i>Crassula connata</i>	pygmyweed	DCSS, DH, NG
	<i>Dudleya lanceolata</i>	lance-leaf dudleya	DCSS
Cucurbitaceae	<i>Marah macrocarpa</i>	Chilicothe	DCSS
Euphorbiaceae	<i>*Euphorbia peplus</i>	petty spurge	DCSS, RCSS
	<i>Euphorbia polycarpa</i>	small-seed sandmat	RCSS
Fabaceae	<i>*Acacia cultriformis</i>	knife-leaved wattle	DCSS
	<i>Acmispon glaber</i> var. <i>glaber</i>	deerweed	DCSS
	<i>Lupinus bicolor</i>	miniature lupine	DCSS, SWS
	<i>*Medicago polymorpha</i>	California burclover	DCSS, RCSS, DH
	<i>*Melilotus indicus</i>	indian sweetclover	NNG, DH
	<i>*Tipuana tipu</i>	tipu tree	U/D
Fagaceae	<i>*Trifolium hirtum</i>	rose clover	DCSS
	<i>Quercus agrifolia</i> var. <i>agrifolia</i>	coast live oak, encina	SWS, RCSS, U/D
	<i>Quercus xacutidens</i>	Torrey's scrub oak	RCSS
	+ <i>Quercus engelmannii</i>	Engelmann oak	RCSS
Frankeniaceae	<i>Frankenia salina</i>	alkali heath	NNG
Geraniaceae	<i>*Erodium botrys</i>	long-beak filaree	NNG
	<i>*Erodium cicutarium</i>	red-stem filaree	NNG, RCSS, DH
	<i>*Erodium moschatum</i>	white-stem filaree	NNG
Montiaceae	<i>Claytonia perfoliata</i> ssp. <i>mexicana</i>	Mexican miner's-lettuce	DCSS, SWS
Myrsinaceae	<i>*Anagallis arvensis</i>	scarlet pimpernel	DCSS, SWS
Myrtaceae	<i>*Eucalyptus camaldulensis</i>	river red gum	DCSS
	<i>*Melaleuca viminalis</i>	weeping bottlebrush	DCSS
Lamiaceae	<i>*Lamium amplexicaule</i>	henbit	DCSS, SWS
	<i>*Rosmarinus officinalis</i>	rosemary	U/D
	<i>Salvia apiana</i>	white sage	DCSS, RCSS
	<i>Salvia mellifera</i>	black sage	DCSS, RCSS
Phymaceae	<i>Mimulus aurantiacus</i>	Monkey Flower Bush	DCSS
Plantaginaceae	<i>*Plantago coronopus</i>	cut-leaf plantain	DCSS, NNG, DH
	<i>Plantago erecta</i>	dot-seed plantain	DCSS
Platanaceae	<i>Platanus racemosa</i>	western sycamore	SWS, RCSS, U/D
Poaceae	<i>*Avena barbata</i>	slender wild oat	NNG
	<i>*Bromus diandrus</i>	ripgut grass	NNG
	<i>*Bromus catharticus</i> var. <i>catharticus</i>	rescue grass	RCSS
	<i>*Bromus hordeaceus</i>	soft chess	NNG
	<i>*Bromus rubens</i>	red brome	NNG
	<i>*Cynodon dactylon</i>	Bermuda grass	DH, NNG
	<i>*Hordeum murinum</i> ssp. <i>glaucum</i>	glaucous barley	NNG
	<i>*Ehrharta erecta</i>	panic veldt grass	RCSS
	<i>*Festuca myuros</i>	rat-tail fescue	NNG

FAMILY	SCIENTIFIC NAME	COMMON NAME	VEGETATION COMMUNITY/ LAND COVER TYPE
	* <i>Pennisetum setaceum</i>	crimson fountain grass	U/D
	* <i>Schismus barbatus</i>	Mediterranean schismus	DH
	<i>Stipa pulchra</i>	purple needlegrass	RCSS
Polygonaceae	<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	coast California buckwheat	DCSS, RCSS
Pteridaceae	<i>Pentagramma triangularis</i> ssp. <i>triangularis</i>	California Goldback Fern	DCSS
Rosaceae	<i>Heteromeles arbutifolia</i>	toyon, Christmas berry	DCSS
Rubiaceae	<i>Galium angustifolium</i> ssp. <i>angustifolium</i>	narrowly-leaved bedstraw	DCSS
Salicaceae	<i>Populus fremontii</i> ssp. <i>fremontii</i>	Western cottonwood	U/D
	<i>Salix laevigata</i>	red willow	SWS
	<i>Salix lasiolepis</i>	arroyo willow	SWS

**Vegetation Community/Land Cover Type:**

DCSS = Diegan coastal sage scrub  
RCSS = revegetated coastal sage scrub  
NNG = non-native grassland  
DH = disturbed habitat  
U/D = urban/developed  
SWS = southern willow scrub

**Other Terms:**

\* = Non-native species  
+ = Planted in restoration area

**APPENDIX F**  
**Sensitive Wildlife Species with a Potential to Occur Within  
and Adjacent to the BSA**



**APPENDIX F**  
**SENSITIVE WILDLIFE SPECIES WITH A POTENTIAL TO OCCUR WITHIN AND**  
**ADJACENT TO THE BSA**

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
<b>Invertebrates</b>			
San Diego fairy shrimp ( <i>Branchinecta sandiegonensis</i> )	FE MSCP	Vernal pools, swales, ditches, road ruts. Adult emerge typically mid-December to early May.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable habitat is not present.
Riverside fairy shrimp ( <i>Streptocephalus woottoni</i> )	FE MSCP	Vernal pools, swales, ditches, road ruts that are long-lasting (i.e., several months).	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.
Quino checkerspot butterfly ( <i>Euphydryas editha quino</i> )	FE	Open, dry areas in foothills, mesas, lake margins where principal larval host plants dot-seed plantain, and secondary host plants woolly plantain, white snapdragon, thread-leaved bird's beak, and purple owl's clover occurs. Adult emergence mid-January to April.	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.
Wandering (=saltmarsh) skipper ( <i>Panoquina errans</i> )	MSCP	Coastal salt marshes along river mouths and brackish waters where larval host plant salt grass occurs. Adult emergence July to September	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.
<b>Amphibians</b>			
arroyo toad ( <i>Anaxyrus californicus</i> )	FE SSC	Breeds in shallow pools along stream edges with sand/gravel flats between March and June. Adults use upland habitat up to within one mile of breeding sites. Non-breeding habitat includes sage scrub, mixed chaparral, oak woodland habitats.	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
western spadefoot ( <i>Spea hammondi</i> )	SSC	Breeds in temporal pools and slow-moving sections of streams. Adults use lowland, foothill, and mountain habitats including washes, river floodplains, alluvial fans, playas, alkali flats, temporary ponds, vernal pools, mixed woodlands, grasslands, coastal sage scrub, and chaparral. Prefers open areas with sandy or gravelly soils but may be found in vernal pools containing clay soils.	Low. Historical records exist within 3 miles of the BSA and the BSA is within the known range of the species. Suitable upland habitat is present within the southern willow scrub along the northern edge of the BSA at edge of Carmel Creek. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle and pedestrian traffic, and road noise. Suitable breeding habitat is not present.
<b>Reptiles</b>			
Western pond turtle ( <i>Actinemys marmorata</i> )	SSC MSCP	Breeds on land. Found ponds, lakes, rivers, streams, creeks, marshes, and irrigation ditches, with abundant vegetation, and either rocky or muddy bottoms, in woodland, forest, and grassland habitats. While in stream habitat, the species prefers pools to shallower areas. Logs, rocks, cattail mats, and exposed banks are required for basking.	Not expected. Although the BSA is within the known range of the species and one historical record exists within 3 miles of the BSA at Los Peñasquitos Canyon Preserve, this record is from over 10 years ago and suitable habitat is not present.
Silvery Legless Lizard ( <i>Anniella pulchra pulchra</i> )	SSC	Found in leaf litter and loose soil on beaches and in coastal scrub, chaparral, and open riparian habitats. Sandy washes and beach dunes are used for burrowing, while logs and leaf litter are used for cover and feeding.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and moderately suitable habitat is present within the revegetated coastal sage scrub and southern willow scrub along the northern edge of the BSA at the edge of Carmel Creek. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle and pedestrian traffic, and road noise.
Coast [Blainville's] Horned Lizard ( <i>Phrynosoma blainvillii</i> )	SSC MSCP	Open chaparral, coastal sage scrub with sandy, loose soil. Partially dependent on harvester ants for forage.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and moderately suitable habitat is present within Diegan coastal sage scrub and revegetated coastal sage scrub. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle and pedestrian traffic, and road noise.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
Coronado Skink ( <i>Plestiodon skiltonianus interparietalis</i> )	SSC	Associated with mesic areas: grasslands, open woodlands and forest, broken chaparral, rocky habitats near streams.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and moderately suitable habitat is present within Diegan coastal sage scrub and revegetated coastal sage scrub. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle and pedestrian traffic, and road noise.
Belding's orange-throated Whiptail ( <i>Aspidoscelis hyperythra beldingi</i> )	SSC MSCP	Pristine open coastal sage scrub, chaparral, and streamside growth with loose sandy soils, revegetation sites.	Present. This species was observed in the BSA within revegetated coastal sage scrub just south of the proposed project area during the biological reconnaissance survey conducted by BBS on October 13, 2014. In addition, historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and suitable habitat is present within Diegan coastal sage scrub.
Coast Patch-nosed Snake ( <i>Salvadora hexalepis virgultea</i> )	SSC	Chaparral and semi-arid areas with brushy or shrubby vegetation in canyons, plains and rocky hillsides.	Not expected. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA, suitable habitat is not present.
Red Diamond Rattlesnake ( <i>Crotalus ruber</i> )	SSC	Coastal sage scrub, open chaparral, woodland, grassland, and cultivated areas.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and moderately suitable habitat exists within Diegan coastal sage scrub and revegetated coastal sage scrub. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle and pedestrian traffic, and road noise.
Two-striped Gartersnake( <i>Thamnophis hammondi</i> )	SSC	Permanent fresh water, inhabiting streams, ponds, ernal pools. Occupies adjacent coastal sage scrub and grasslands during the winter.	Low. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA, these records are from over 10 year ago; the last record from Carmel Valley is from 1966. Marginally suitable habitat is present within the revegetated coastal sage scrub and southern willow scrub along the northern portion of the BSA at edge of Carmel Creek. Not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed habitat, compact soils, bicycle

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
			and pedestrian traffic, and road noise.
<b>Birds</b>			
Reddish egret ( <i>Egretta rufescens</i> )	MSCP	Shallow water within mud tidal flats, salt ponds, lagoons, and occasionally within coastal beaches, sparsely-vegetated freshwater marshes, and the shores of lake and reservoirs	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable nesting and foraging habitat is not present.
Cooper's hawk ( <i>Accipiter cooperii</i> )	WL MSCP (Nesting)	Mature forest, open woodlands, wood edges, river groves. Parks and residential areas.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is in the known range of the species, The BSA lacks suitable stands of trees to support nesting for this species and the BSA receives regular bicycle and pedestrian traffic and road noise. However, suitable nesting habitat for this species exists in large trees within the outer edges of the 300-foot fauna survey buffer east of the BSA.
golden eagle ( <i>Aquila chrysaetos</i> )	FP WL BGEPA MSCP (Nesting and Wintering)	Require vast foraging areas in grassland, broken chaparral, or sage scrub. Nest in cliffs and boulders. In the county, wintering range does not differ greatly from breeding distribution. Uncommon resident.	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable nesting habitat is not present.
Swainson's hawk ( <i>Buteo swainsoni</i> )	ST MSCP (Nesting)	Plains, range, open hills, sparse trees. Rare spring migrant. Local breeding population now extirpated.	Not expected. The BSA is not within the known breeding range of the species, no historical records exist within 3 miles of the BSA, and suitable nesting habitat is not present.
Northern harrier ( <i>Circus cyaneus</i> )	SSC MSCP (Nesting)	Coastal lowland, marshes, grassland, agricultural fields. Migrant and winter resident, rare summer resident.	Not expected. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA, suitable nesting habitat is not present.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
White-tailed kite ( <i>Elanus leucurus majusculus</i> )	FP (Nesting)	Nest in riparian woodland, oaks, sycamores. Forage in open, grassy areas. Year-round resident.	Low. Historical records exist within 3 miles of the BSA and the BSA is within the known range of the species. The BSA lacks suitable stands of trees to support nesting for this species and the BSA receives regular bicycle and pedestrian traffic and road noise. However, marginally suitable nesting habitat for this species exists in trees within the outer edges of the 300-foot fauna survey buffer east and north of the BSA.
Bald eagle( <i>Haliaeetus leucocephalus</i> )	Fedeally delisted SE; BGEPA; FP; MSCP (Nesting and Wintering)	Rivers, lakes. Rare winter visitor, rare fall migrant. Feed mainly on fish.	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA, and suitable nesting and foraging habitat is not present.
American peregrine falcon ( <i>Falco peregrinus anatum</i> )	Federally and State delisted FP MSCP (Nesting)	Nests on cliff ledges, old raptor or raven nests, and man-made structures. Forages in open coastal areas, mud flats. Rare inland. Rare fall and winter resident, casual in late spring and early summer.	Not expected. Although the BSA is within the known range of the species, historical records exist within 3 miles of the BSA, and nest sites are documented nearby at Torrey Pines State Natural Reserve, suitable nesting habitat is not present.
California black rail ( <i>Laterallus jamaicensis coturniculus</i> )	ST FP	Tidal marshes, grassy marshes. Resident populations extirpated.	Not expected. Although the BSA is within the known range of the species and a historical record exists within 3 miles of the BSA, this record is from 1952 and the species is thought to be extirpated from the region. Only marginally suitable habitat is present within freshwater marsh in the BSA.
light-footed clapper rail ( <i>Rallus longirostris levipes</i> )	FE SE FP MSCP	Salt marshes primarily dominated marshes by cordgrass. Localized resident.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable habitat is not present.
western snowy plover ( <i>Charadrius alexandrinus nivosus</i> )	FT SS MSCP (Nesting)	Sandy beaches, lagoon margins, tidal mud flats. Migrant and winter resident. Localized breeding.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable nesting and foraging habitat is not present.
California least tern ( <i>Sternula antillarum browni</i> )	FE SE FP MSCP (Nesting colony)	Bays, estuaries, lagoons, shoreline. Resident. Localized breeding.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable nesting and foraging habitat is not present.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
western yellow-billed cuckoo ( <i>Coccyzus americanus occidentalis</i> )	FT SE (Nesting)	Extensive riparian woodlands. Summer resident. Very localized breeding.	Not expected. Although the BSA is within the known breeding range of the species, no historical records exist within 3 miles of the BSA and suitable nesting habitat is not present.
burrowing owl ( <i>Athene cunicularia</i> )	SSC MSCP (Burrow sites and some wintering sites)	Grassland, agricultural land, coastal dunes. Declining resident.	Not expected. Although the BSA is within the known breeding range of the species, no historical records exist within 3 miles of the BSA and suitable nesting habitat is not present.
southwestern willow flycatcher ( <i>Empidonax traillii extimus</i> )	FE SE MSCP (Nesting)	Nests in extensive willow-dominated riparian foists and woodlands. Occasionally oak woodlands. Rare spring and fall migrant, rare summer resident.	Not expected. Although the BSA is within the known breeding range of the species, no historical records exist within 3 miles of the BSA and suitable nesting habitat is not present.
loggerhead shrike ( <i>Lanius ludovicianus</i> )	SSC (Nesting)	Open country with short vegetation such as pastures with fence rows, agricultural fields and open woodlands.	Not expected. Although the BSA is within the known breeding range of the species, no historical records exist within 3 miles of the BSA and suitable nesting habitat is not present.
least Bell's vireo ( <i>Vireo bellii pusillus</i> )	FE SE MSCP (Nesting)	Willow-dominated successional woodland or scrub, Baccharis scrub, mixed oak/willow woodland, and elderberry scrub in riparian habitat. Nests and forages in vegetation along streams and rivers that measures approximately 3 to 6 feet in height and has a dense, stratified canopy.	Low. Historical records exist within 3 miles of the BSA and the BSA is within the known breeding range of the species. The BSA lacks suitable riparian scrub habitats to support nesting for this species and the BSA receives regular bicycle and pedestrian traffic and road noise. However, marginally suitable nesting habitat for this species exists in the southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
coastal cactus wren ( <i>Campylorhynchus brunneicapillus sandiegensis</i> )	SSC MSCP	Maritime succulent scrub, coastal sage scrub with Opuntia thickets. Rare localized resident.	Not expected. Although the BSA is within the known breeding range of the species and one historical records exists within 3 miles of the BSA, this record is from 1998 and suitable nesting habitat is not present.
coastal California gnatcatcher ( <i>Polioptila californica californica</i> )	FT SSC MSCP	Coastal sage scrub, maritime succulent scrub. Resident.	High. Historical records exist within 3 miles of the BSA and the BSA is within the known breeding range of the species. Suitable nesting and foraging habitat exist within Diegan coastal sage scrub and revegetated coastal sage scrub throughout the BSA and within the 300-foot fauna survey buffer.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
yellow warbler [ <i>Setophaga</i> (= <i>Dendroica</i> ) <i>petechia brewsteri</i> ]	SSC (Nesting)	Well-developed riparian habitats, often with mature willows	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known breeding range of the species. The BSA lacks suitable riparian habitat to support nesting for this species and the BSA receives regular bicycle and pedestrian traffic and road noise. However, marginally suitable nesting habitat for this species exists in the southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
yellow-breasted chat ( <i>Icteria virens</i> )	SSC (Nesting)	Dense riparian woodland. Localized summer resident.	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known breeding range of the species. The BSA lacks suitable riparian habitat to support nesting for this species and the BSA receives regular bicycle and pedestrian traffic and road noise. However, marginally suitable nesting and foraging habitat exists within southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
southern California rufous-crowned sparrow ( <i>Aimophila ruficeps canescens</i> )	WL MSCP	Coastal sage scrub, chaparral, grassland. Resident.	High. Historical records exist within 3 miles of the BS and the BSA is within the known breeding range of the species. Suitable nesting and foraging habitat exist within Diegan coastal sage scrub and revegetated coastal sage scrub throughout the BSA and within the 300-foot fauna survey buffer.
grasshopper sparrow ( <i>Ammodramus savannarum</i> )	SSC (Nesting)	Tall grass areas. Localized summer resident, rare in winter.	Not expected. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA, suitable nesting habitat is not present.
Belding's savannah sparrow ( <i>Passerculus sandwichensis beldingi</i> )	SE MSCP	Salt marshes, lagoons dominated by <i>Salicornia</i> . Resident.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the breeding range of the species, suitable nesting and foraging habitat is not present.
large-billed savannah sparrow ( <i>Passerculus sandwichensis rostratus</i> )	SSC MSCP (Wintering)	winters in coastal areas and marshes where it is seldom seen far from the intermediate shoreline, Marshes. Very rare in San Diego County, typically south of Mission Bay.	Not expected. No historical records exist within 3 miles of the BSA. This species is rare in San Diego County, and most wintering occurrence records are from south of Mission Bay.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
tricolored blackbird ( <i>Agelaius tricolor</i> )	SSC MSCP (Nesting colony)	Freshwater marshes agricultural areas, lakeshores, parks. Localized resident. Breeding colonies well documented, inland San Diego County	Not expected. Although the BSA is within the known breeding range of the species, the species is a localized resident known from well-documented breeding colonies. No historical records exist within 3 miles of the BSA. Nesting habitat within the freshwater marsh in the northern portion of the BSA is marginal.
Western bluebird ( <i>Sialia mexicana</i> )	MSCP	Open woodlands, parks, farmlands, orchards.	Low. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA. The BSA lacks suitable habitat to support this species and the BSA receives regular bicycle and pedestrian traffic and road noise. Marginally suitable habitat exists within southern willow scrub in Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
<b>Mammals</b>			
Mexican long-tongued bat ( <i>Choeronycteris mexicana</i> )	SSC	Sightings in San Diego County very rare. Migratory.	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the migratory range of the species. The BSA lacks suitable roosting habitat to support this species. Marginally suitable roosting habitat exists along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
pallid bat ( <i>Antrozous pallidus</i> )	SSC	Open scrub, grasslands, shrub lands, woodlands, and forests. Roosts in rock crevices, caves, mines, tree hollows, and buildings. Occurs near water, colonial. Audible echolocation signal.	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and no suitable roosting habitat is present within or adjacent to the BSA.
Townsend's big-eared bat ( <i>Corynorhinus townsendii</i> )	SSC	Caves, mines, buildings. Found in a variety of habitats, arid and mesic. Individual or colonial. Extremely sensitive to disturbance.	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species. The BSA lacks suitable roosting habitat to support this species, but marginally suitable roosting habitat exists along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.



COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
spotted bat ( <i>Euderma maculatum</i> )	SSC	Wide variety of habitats. Caves, crevices, trees. Audible echolocation signal. Requires large, isolated cliffs for roosting.	Not expected. No historical records exist within 3 miles of the BSA, suitable roosting habitat is not present, and the urban-wildland interface and human recreational activity in the BSA and surrounding area reduce the suitability of the BSA as foraging habitat for this rare species.
western red bat ( <i>Lasiurus blossevillei</i> )	SSC	Roosts in small colonies in the foliage of trees and shrubs in edge areas adjacent to streams and open fields, preferring foraging areas that are distant from human habitation	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, and marginally suitable habitat is present. The urban-wildland interface and human recreational activity in the BSA makes the BSA less suitable to support the species.
western mastiff bat ( <i>Eumops perotis californicus</i> )	SSC	Woodlands, rocky habitat, arid and semiarid lowlands, cliffs, crevices, buildings, tree hollows.	Not expected. Although the BSA is within the known range of the species and a historical record exists within 3 miles of the BSA from the San Dieguito estuary, this record is from over 10 years ago and the BSA lacks suitable roosting habitat to support this species. Marginally suitable roosting habitat exists in the riparian scrub and along the bridge spanning Carmel Creek within the outer edges of the 300-foot fauna survey buffer north of the BSA.
big free-tailed bat ( <i>Nyctinomops macrotis</i> )	SSC	Rugged, rocky terrain. Roost in crevices, buildings, caves, tree holes. Very rare in San Diego County. Colonial, Migratory.	Not expected. No historical records exist within 3 miles of the BSA, suitable roosting habitat is not present, and the urban-wildland interface and human recreational activity in the BSA and surrounding area reduce the suitability of the BSA as foraging habitat for this rare species.
pocketed free-tailed bat ( <i>Nyctinomops femorosaccus</i> )	SSC	Rugged canyons of arid desert areas. Roosts in crevices high on cliff faces.	Not expected. Although historical records exist within 3 miles of the BSA and the BSA is within the known range of the species, suitable habitat is not present.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
San Diego black-tailed jackrabbit ( <i>Lepus californicus bennettii</i> )	SSC	Open areas of scrub, grasslands, agricultural fields.	Moderate. Historical records exist within 3 miles of the BSA, the BSA is within the known range of the species, suitable habitat is present, and rabbit scat was observed throughout Diegan coastal sage scrub during the biological reconnaissance survey conducted by BBS on October 13, 2014. The Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provides marginally to moderately suitable habitat for the species. The species is not expected to occur in the remaining portion of the BSA because of the prevalence of disturbed and urbanized habitat, bicycle and pedestrian traffic, and road noise.
Dulzura pocket mouse ( <i>Chaetodipus californicus femoralis</i> )	SSC	Dense chamise-redshank & montane chaparral, coastal sage scrub, sagebrush, annual grassland, probably most attracted to interface of grassland and brush.	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species. Small mammal burrows were observed within Diegan coastal sage scrub during the biological reconnaissance survey conducted by BBS on October 13, 2014. Portions of the Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provides marginally suitable habitat for the species.
northwestern San Diego pocket mouse ( <i>Chaetodipus fallax fallax</i> )	SSC	San Diego County west of mountains in sparse, disturbed coastal sage scrub or grasslands with sandy soils.	Low. Historical records exist within 3 miles of the BSA and the BSA is within the known range of the species. Portions of the Diegan coastal sage scrub, revegetated coastal sage scrub, and non-native grassland within and adjacent to the BSA provides marginally suitable habitat for the species.
Pacific pocket mouse ( <i>Perognathus longimembris pacificus</i> )	FE SSC	Open coastal sage scrub; fine, alluvial sands near ocean. Currently known from San Onofre area, Santa Margarita River estuary, and lower Tijuana River valley.	Not expected. Although historical records exist within 3 miles of the BSA and marginally suitable habitat is present, the species is known from a few localities in San Diego. The urban-wildland interface and human recreational activity in the BSA makes the BSA less suitable to support the species.

COMMON NAME	STATUS	HABITAT ASSOCIATION	POTENTIAL FOR OCCURRENCE WITHIN AND ADJACENT TO BSA
San Diego desert woodrat ( <i>Neotoma lepida intermedia</i> )	SSC	Coastal sage scrub and chaparral	Moderate. Historical records exist within 3 miles of the BSA, and the BSA is within the known range of the species. No woodrat middens were observed within the BSA during the biological reconnaissance survey conducted by BBS on October 13, 2014. Moderately suitable habitat exists for this species within Diegan coastal sage scrub and revegetated coastal sage scrub.
southern grasshopper mouse ( <i>Onychomys torridus ramona</i> )	SSC	Coastal sage scrub, mixed chaparral, sagebrush, low sage, and bitterbrush. Low to moderate shrub cover preferred.	Low. Although no historical records exist within 3 miles of the BSA, the BSA is within the known range of the species. Portions of the Diegan coastal sage scrub and revegetated coastal sage scrub within and adjacent to the BSA provides marginally suitable habitat.
Ringtail ( <i>Bassariscus astutus</i> )	FP	Cliffs, rocky ravines, chaparral communities, near water	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.
American badger ( <i>Taxidea taxus</i> )	SSC MSCP	Grasslands, savannas, meadows, sparse scrublands	Not expected. Although the BSA is within the known range of the species, no historical records exist within 3 miles of the BSA and suitable habitat is not present.
Mountain lion ( <i>Puma concolor</i> )	MSCP	Typically in remote, hilly or mountainous areas, but they can occasionally be found in the urban/wild land interface	Not expected. Although the BSA is within the known range of the species and historical records exist within 3 miles of the BSA, these records are from 1992 when the area surrounding the BSA was far less developed. Today, the BSA is at an urban/wildland interface along a narrow corridor bordered by residential and commercial development.
Southern mule deer ( <i>Odocoileus hemionus</i> )	MSCP	Requires relatively large, undisturbed tracts of chaparral, coastal sage scrub, and mixed grassland/shrub habitats.	Low. Historical records exist within 3 miles of the BSA and the BSA is within the known range of the species. No scat or tracks were observed during the biological reconnaissance survey conducted by BBS on October 13, 2014. Marginally suitable foraging and wildlife movement opportunities for the species exist within and adjacent to the BSA.

**STATUS CODES**

**Federal**

FE = Federal-listed endangered species  
 FT = Federal-listed threatened species

**Other**

BGEPA= Bald and Golden Eagle Protection Act  
 MSCP = City of San Diego Multiple Species Conservation Program covered species

**State**

SE = State-listed endangered species  
 ST = State-listed threatened species  
 SSC = Species of special concern  
 FP = Fully protected species  
 WL = CDFW watch list species

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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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



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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 7 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
  - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FACH
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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



Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX D**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		<b>Contractor's Name:</b>	
<b>Project Name:</b>		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	<b>Invoice No.</b>
Resident Engineer (RE):		Contractor's fax #:	<b>Invoice Date:</b>
RE Phone#:	Fax#:	Contact Name:	Billing Period: (      to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate.		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	<b>Field Orders</b>				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
<b>CHANGE ORDER No.</b>					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -		\$ -
										<b>Total Billed</b>	\$ -

**SUMMARY**

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D )	\$ -
F. Less Total Previous Payments	\$ -
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

I certify that the materials  
have been received by me in  
the quality and quantity specified

---

Resident Engineer

---

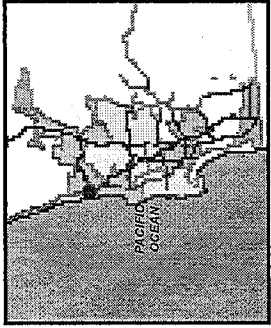
Construction Engineer

**Retention and/or Escrow Payment Schedule**

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	

Contractor Signature and Date: \_\_\_\_\_

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



## EL CAM REAL / SR 56 BIKE PATH CONNECTOR PAVING



SENIOR ENGINEER  
BRAD JOHNSON  
(619) 533-5120


PROJECT ENGINEER  
REYNA RENDON  
(619) 533-7465

PROJECT MANAGER  
JAYNA STRAUGHN  
(619) 533-5216

CONSTRUCTION PROJECT  
INFORMATION LINE  
(619) 533-4207



### Legend

 Bike Path Connector



No Scale

COMMUNITY NAME: Carmel Valley

COUNCIL DISTRICT: 1

SAP ID: S-00981

Date: 06/23/2015

e-Bidding El Camino Real & SR56 Bike Path Connector - Appendix E - Location Map (Rev. July 2015)

196 | Page

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**APPENDIX F**  
**LONG-TERM REVEGETATION MAINTENANCE AGREEMENT**



## LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **El Camino Real & SR56 Bike Path Connector** (Project), WBS No. **S00981**, Bid No. **L-16-1373-DBB-2**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **El Camino Real & SR56 Bike Path Connector** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

### INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 6.1.1 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.
- E. **Partial Release of Payment Bond and Performance Bond**
  - 1. **Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work

involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).

**2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).

ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than \_\_\_\_\_ Percent (\_\_\_\_%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).

**3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

## SECTION 1: MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the Work as described in the written in Exhibit A, at the direction of the City.

- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 6.1.1 of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.

- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.

- 1.5. License.** The Contractor shall hold the following licenses in good standing:

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

## SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The Public Works Department-Engineering Branch/Field Engineering Division is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

## PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides,

rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

#### SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION MAINTENANCE CONTRACT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE 2012 WHITEBOOK, SECTION 700-2.1.5, 5.** (Contract Price).
- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

## SECTION 5: BONDS AND INSURANCE

**5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTRMC.

**5.2 Insurance.** At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE" for:
  1. Commercial General Liability
  2. Commercial Automobile Liability
  3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTRMC.

## SECTION 6: MISCELLANEOUS

- 6.1** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2** City Standard Provisions. This LTRMC is subject to the following standard provisions:
1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
  2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
  3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
  4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
  5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts).
  6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
  7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63).
- 6.3** **Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.
- 6.4** **Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without

City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

- 6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.



**AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.**

**6.13 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I HEREBY APPROVE the form of the foregoing Contract this

\_\_\_\_\_ day \_\_\_\_\_ of **INSERT YEAR.**

Jan I. Goldsmith, City Attorney

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

Printed Name: \_\_\_\_\_

Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **36966-01-D** through **36966-04-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

**III. Method of Performing Work.**

- A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
  2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
  3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
  - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;

- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 “lodge pole” type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor’s copy shall be signed by City, on site, before any fertilizer may be used.

2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer’s product specifications.

3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:

a) iron chelate;

b) soil sulfur;

c) gypsum; or

d) surfactant enzymes such as Sarvon or Naiad.

4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by manual,

mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
  - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
  - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The

Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

- 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
- 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12**



**EXHIBIT C**

**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** \_\_\_\_\_

Name of License Holder: \_\_\_\_\_

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

**Pest Control Applicator's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Pest Control Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**City of San Diego Business License Number:** \_\_\_\_\_

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

**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICES**



**PROJECT NAME**

**PROJECT NAME**

**The work will consist of:**

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

**How your neighborhood may be impacted:**

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

**Anticipated Construction Schedule**

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in \_\_\_\_ and is anticipated to be complete in \_\_\_\_.

**Hours and Days of Operation**

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

**The work will consist of:**

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

**How your neighborhood may be impacted:**

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

**Anticipated Construction Schedule**

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in \_\_\_\_ and is anticipated to be complete in \_\_\_\_.

**Hours and Days of Operation**

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: [engineering@saniego.gov](mailto:engineering@saniego.gov)

Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)

For questions related to this work

Call: (619) 533-4207

Email: [engineering@saniego.gov](mailto:engineering@saniego.gov)

Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)



This information is available in alternative formats upon request.

This information is available in alternative formats upon request.

**ATTACHMENT F**  
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## CERTIFICATIONS AND FORMS

**Instruction to Bidders, Section 1** - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

## **Bidder's General Information**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND  
PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

This company\_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.



## CONTRACTOR CERTIFICATION

---

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the  
contracts Certificate of completion)**

WHEREAS, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**El Camino Real & SR56 Bike Path Connector**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-16-1373-DBB-2**, SAP No. (WBS/IO/CC) **S-00981**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_  
and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

**BID ITEMS**

\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\*  
**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**  
**SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>    </del>	\$
2	1	LS	541330	7-10.2.6	Traffic Control (Working Drawings)	<del>    </del>	\$
3	1	LS	237310	7-10.2.6	Traffic Control	<del>    </del>	\$
4	1	AL		9-3.5	Field Orders - Type II	<del>    </del>	\$ 10,000.00
5	1	LS	238910	300-1.4	Clearing & Grubbing	<del>    </del>	\$
6	40	CY	237310	300-2.9	Excavation (Unclassified)	\$	\$
7	530	CY	237310	300-4.9	Fill (Unclassified)	\$	\$
8	67	CY	237310	302-6.8	Concrete Pavement	\$	\$
9	2	EA	237110	303-1.11	Wing Type Headwalls	\$	\$
10	228	LF	237110	303-1.11	Drainage Ditch Type D	\$	\$
11	18	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type H)	\$	\$
12	207	SF	237310	303-5.9	PCC Sidewalk	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
13	85	SF	237310	303-5.9	Commercial Concrete Driveway	\$	\$	
14	1	EA	237310	304-6.2	Demountable Protection Post	\$	\$	
15	338	LF	238990	305-2.6	Peeler Log Fence	\$	\$	
16	37	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$	\$	
17	1	LS	237310	314-4.3.7	Signage, Striping, and Pavement Markings	<del>\$</del>	\$	
18	2	EA	237310	314-6.2	Roadside Sign and Post	\$	\$	
19	512	LF	237990	700-2.15	Construction Fencing and Access Route	\$	\$	
20	1	LS	561730	700-2.15	Revegetation and Erosion Control	<del>\$</del>	\$	
21	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	<del>\$</del>	\$	
22	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>\$</del>	\$	
23	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>\$</del>	\$	
<b>ESTIMATED TOTAL BASE BID:</b>							\$	

**LIST OF SUBCONTRACTORS**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\*  
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY  
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\*  
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY  
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

### **THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders  
Guarantee of Good Faith (Bid Security) for further  
instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING  
ACTIONS**
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION  
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted  
as part of the bid submittal**





## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**CHECK ONE BOX ONLY.**

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

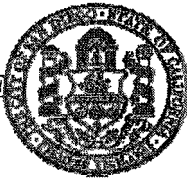
Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm’s equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm’s compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City’s approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

**FOR OFFICIAL CITY USE ONLY**

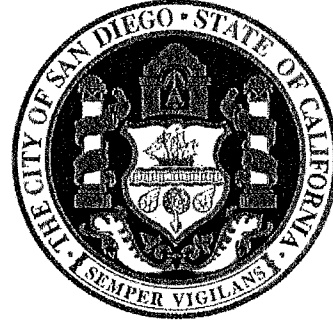
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

(Rev 02/15/2011)

# City of San Diego

CITY CONTACT: Lisa Nguyen - Contract Specialist, Email: LTNguyen@sandiego.gov  
Phone No. (619) 533-3435, Fax No. (619) 533-3633

## ADDENDUM "A"



**e - Bidding** FOR

### El Camino Real & SR56 Bike Path Connector

BID NO.: L-16-1373-DBB-2  
SAP NO. (WBS/IO/CC): S-00981  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 1  
PROJECT TYPE: IA

#### BID DUE DATE:

**1:30 PM**  
**SEPTEMBER 16, 2015**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTS**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

Brad Johnson  
For City Engineer

9/3/15  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

- Q1. What bid item pays for the pedestrian barricade per SDE-103?
- A1. See modification in specification 314-6.2 per this addendum.
- Q2. Does the SLBE-ELBE restriction extend to subconsultants?
- A2. The Prime contractor must be either SLBE or ELBE.
- Q3. Will the prime be responsible for hiring a biologist? If yes, please clarify the roles and responsibilities of the Project Biologist to be retained by the City versus the biologist to be retained by the contractor. The Solicitation Document, page 47, states, "The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor."
- A3. The City will hire the biologist.

**C. CONTRACT DOCUMENTS**

1. To Attachment A, Scope of Work, page 24, Item 2, Construction Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$252,000**.
2. To Attachment E, Supplementary Special Provisions, page 47, Section 314, Traffic Striping, Curb and Pavement Markings, and Pavement Markers, Sub-section 314-6.2, Measurement and Payment, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**314-6.2 Measurement and Payment.** The contract unit price paid for Roadside Sign and Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign post as well as pedestrian barricade, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

James Nagelvoort, Director  
Public Works Department

Dated: *September 3, 2015*  
San Diego, California

JN/HM/egz

September 3, 2015

**ADDENDUM "A"**

Page 3 of 3



Bid Results for Project El Camino Real & SR56 Bike Path Connector (L-16-1373-DBS-2)  
 Issued on 08/18/2015  
 Bid Due on September 16, 2015 1:30 PM (Pacific)  
 Exported on 09/17/2015

VendorID	Company Name	Address	City	State	ZipCode	Country
287015	Crest Equipment Inc	161 Scottford Dr	El Cajon		92021	United States

Responsee	Responsee Title	Responsee Phone	Responsee Email
Wendí Belio	Pres	619-444-5061	Belio@sbcglobal.net

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Rank
Electronic	September 16, 2015 11:07:53 AM (Pacific)			Submitted	63713	0

Attachments		
File Title	File Name	File Type
Bid Bond EL Camino Real & SR56	Bid Bond El Camino Real & SR56.pdf	General Attachments
CCPA	City El Camino RI & SR56 CCPA.pdf	General Attachments
EBO	City El Camino RI & SR56 EBO.pdf	General Attachments
Bid Bond	Bid Bond El Camino Real & SR56.pdf	Bid Bond

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$3,000.00	\$3,000.00
2	Main Bid	541330	Traffic Control (Working Drawings)	LS	1	\$2,000.00	\$2,000.00
3	Main Bid	237310	Traffic Control	LS	1	\$3,000.00	\$3,000.00
4	Main Bid		Field Orders - Type II	AL	1	\$10,000.00	\$10,000.00
5	Main Bid	238910	Clearing & Grubbing	LS	1	\$8,000.00	\$8,000.00
6	Main Bid	237310	Excavation (Unclassified)	CY	40		
7	Main Bid	237310	Fill (Unclassified)	CY	530		
8	Main Bid	237310	Concrete Pavement	CY	67	\$4,000.00	\$268,000.00
9	Main Bid	237110	Wing Type Headwalls	EA	2	\$5,000.00	\$10,000.00
10	Main Bid	237110	Drainage Ditch Type D	LF	228		
11	Main Bid	237310	Curb & Gutter (6 Inch Curb, Type H)	LF	18		
12	Main Bid	237310	PCC Sidewalk	SF	207		
13	Main Bid	237310	Commercial Concrete Driveway	SF	85		
14	Main Bid	237310	Demountable Protection Post	EA	1	\$1,000.00	\$1,000.00
15	Main Bid	238990	Peeler Log Fence	LF	338		
16	Main Bid	237110	24-Inch RCP Storm Drain	LF	37	\$1,000.00	\$37,000.00
17	Main Bid	237310	Signage, Striping, and Pavement Markings	LS	1	\$1,000.00	\$1,000.00
18	Main Bid	237310	Roadside Sign and Post	EA	2	\$7,000.00	\$14,000.00
19	Main Bid	237990	Construction Fencing and Access Route	LF	512		
20	Main Bid	561730	Revegetation and Erosion Control	LS	1	\$19,000.00	\$19,000.00
21	Main Bid	541330	Revegetation Maintenance and Monitoring Program	LS	1	\$9,000.00	\$9,000.00
22	Main Bid	541330	Water Pollution Control Program Development	LS	1	\$1,000.00	\$1,000.00
23	Main Bid	237990	Water Pollution Control Program Implementation	LS	1	\$4,500.00	\$4,500.00
						Subtotal	\$450,000.00
						Total	\$450,000.00

Subcontractors							
Name	Description	License Num	Amount	Type	Address	City	
Luzaich Striping Inc.	Striping	775886	\$2,450.00	SLBE	po box 2426	El Cajon	
Merkel & Associates, Inc.	Monitoring Revegetation	724891	\$24,000.00	CAU,FEM,WBE	5434 Ruffin Road	San Diego	
McGrath Consulting	WPCP	20194	\$600.00	ELBE	PO BOX 20205	El Cajon	

SELF-PERFORMANCE
0.1589

**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Crest Equipment, Inc. as Principal, and State National Insurance Company, Inc. administered by: Contractor Managing General Insurance Agency, Inc. as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

El Camino Real & SR56 Bike Path Connector (L-16-1373-DBB-2)

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 25th day of August, 2015

Wend Belz (SEAL)  
(Principal)

State National Insurance Company, Inc. administered by:  
Contractor Managing General Insurance Agency, Inc.  
20335 Ventura Blvd., Suite 426 Woodland Hills, CA 91364 (SEAL)  
(Surety)

By: Wend Belz  
(Signature)

[Signature]  
By: Stephanie Hope Shear, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



Bond No: CDGB103913

State National Insurance Company, Inc. Administered by:

Premium: \$0.00

**CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.**

**POWER OF ATTORNEY**

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:  
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.


The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.


RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.

  
Terry L. Ledbetter, President

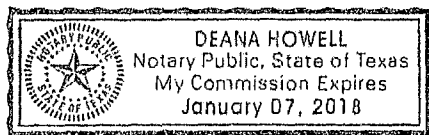
  
Trace Ledbetter, Secretary

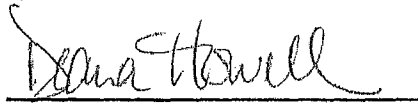
STATE OF TEXAS  
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]



  
Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 25th day of August, 2015

  
Trace Ledbetter, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

On AUG 25 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*  
personally appeared STEPHANIE HOPE SHEAR  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
none					

Contractor Name: Crest Equipment, Inc

Certified By Wendy Belo Title Pres  
Name

Wendy Belo Date 9-14-15  
Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
CITY OF SAN DIEGO  
EQUAL BENEFITS PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: Crest Equipment Inc Contact Name: Wendi Belio  
Company Address: 1161 Scottford Dr Contact Phone: 619 444 5001  
El Cajon CA 92021 Contact Email: wendi@escogland.net

**CONTRACT INFORMATION**

Contract Title: El Camino Real & SR56 Bike Path Start Date:  
Contract Number (if no number, state location): L1161373 DBB2 End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Wendi Belio Wendi Belio 9.14.15  
Name/Title of Signatory Signature Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: EBO Analyst:  Approved  Not Approved -- Reason:

(Rev 02/15/2011)

# City of San Diego

CITY CONTACT: Lisa Nguyen - Contract Specialist, Email: LTNguyen@sandiego.gov

Phone No. (619) 533-3435, Fax No. (619) 533-3633

## ADDENDUM "A"



**e - Bidding** FOR

### El Camino Real & SR56 Bike Path Connector


BID NO.:	L-16-1373-DBB-2
SAP NO. (WBS/IO/CC):	S-00981
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	IA

#### **BID DUE DATE:**

**1:30 PM  
SEPTEMBER 16, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

  
\_\_\_\_\_  
For City Engineer

9/3/15  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

Q1. What bid item pays for the pedestrian barricade per SDE-103?

A1. See modification in specification 314-6.2 per this addendum.

Q2. Does the SLBE-ELBE restriction extend to subconsultants?

A2. The Prime contractor must be either SLBE or ELBE.

Q3. Will the prime be responsible for hiring a biologist? If yes, please clarify the roles and responsibilities of the Project Biologist to be retained by the City versus the biologist to be retained by the contractor. The Solicitation Document, page 47, states, "The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor."

A3. The City will hire the biologist.

**C. CONTRACT DOCUMENTS**

1. To Attachment A, Scope of Work, page 24, Item 2, Construction Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$252,000**.

2. To Attachment E, Supplementary Special Provisions, page 47, Section 314, Traffic Striping, Curb and Pavement Markings, and Pavement Markers, Sub-section 314-6.2, Measurement and Payment, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**314-6.2 Measurement and Payment.** The contract unit price paid for Roadside Sign and Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign post as well as pedestrian barricade, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

James Nagelvoort, Director  
Public Works Department

Dated: *September 3, 2015*  
San Diego, California

JN/HM/egz

September 3, 2015

**ADDENDUM "A"**

Page 3 of 3

Bid Results for Project El Camino Real & SR56 Bike Path Connector (L-16-1373-DBB-2)

Issued on 08/18/2015

Bid Due on September 16, 2015 1:30 PM (Pacific)

Exported on 09/17/2015

VendorID	Company Name	Address	City	State	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
287015	Crest Equipment Inc	161 Scottford Dr	El Cajon		92021	United States	Wendi Bello	619-444-5061	619-447-6540	Bello@sbcglobal.net	CAU,ELBE,FEM,MBE,PQUAL,SDB,WBE,WOSB,Local

Respondee	Respondee Title	Respondee Phone	Respondee Email
Wendi Bello	Pres	619-444-5061	Bello@sbcglobal.net

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	September 16, 2015 11:07:53 AM (Pacific)			Submitted	63713	0

Attachments		
File Title	File Name	File Type
Bid Bond EL Camino Real & SR56	Bid Bond El Camino Real & SR56.pdf	General Attachments
CCPA	City El Camino RI & SR56 CCPA.pdf	General Attachments
EBO	City El Camino RI & SR56 EBO.pdf	General Attachments
Bid Bond	Bid Bond El Camino Real & SR56.pdf	Bid Bond

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$3,750.00	\$3,750.00
2	Main Bid	541330	Traffic Control (Working Drawings)	LS	1	\$2,500.00	\$2,500.00
3	Main Bid	237310	Traffic Control	LS	1	\$3,950.00	\$3,950.00
4	Main Bid		Field Orders - Type II	AL	1	\$10,000.00	\$10,000.00
5	Main Bid	238910	Clearing & Grubbing	LS	1	\$8,404.00	\$8,404.00
6	Main Bid	237310	Excavation (Unclassified)	CY	40	\$65.00	\$2,600.00
7	Main Bid	237310	Fill (Unclassified)	CY	530	\$42.00	\$22,260.00
8	Main Bid	237310	Concrete Pavement	CY	67	\$475.00	\$31,825.00
9	Main Bid	237110	Wing Type Headwalls	EA	2	\$5,950.00	\$11,900.00
10	Main Bid	237110	Drainage Ditch Type D	LF	228	\$42.00	\$9,576.00
11	Main Bid	237310	Curb & Gutter (6 Inch Curb, Type H)	LF	18	\$40.00	\$720.00
12	Main Bid	237310	PCC Sidewalk	SF	207	\$8.00	\$1,656.00
13	Main Bid	237310	Commercial Concrete Driveway	SF	85	\$12.00	\$1,020.00
14	Main Bid	237310	Demountable Protection Post	EA	1	\$1,500.00	\$1,500.00
15	Main Bid	238990	Peeler Log Fence	LF	338	\$38.00	\$12,844.00
16	Main Bid	237110	24-Inch RCP Storm Drain	LF	37	\$185.00	\$6,845.00
17	Main Bid	237310	Signage, Striping, and Pavement Markings	LS	1	\$1,450.00	\$1,450.00
18	Main Bid	237310	Roadside Sign and Post	EA	2	\$700.00	\$1,400.00
19	Main Bid	237990	Construction Fencing and Access Route	LF	512	\$4.00	\$2,048.00
20	Main Bid	561730	Revegetation and Erosion Control	LS	1	\$19,000.00	\$19,000.00
21	Main Bid	541330	Revegetation Maintenance and Monitoring Program	LS	1	\$9,000.00	\$9,000.00
22	Main Bid	541330	Water Pollution Control Program Development	LS	1	\$1,250.00	\$1,250.00
23	Main Bid	237990	Water Pollution Control Program Implementation	LS	1	\$4,500.00	\$4,500.00
						<b>Subtotal</b>	<b>\$169,998.00</b>
						<b>Total</b>	<b>\$169,998.00</b>

Subcontractors										
Name	Description	License Num	Amount	Type	Address	City	State	ZipCode	Country	
Luzalch Striping Inc.	Striping	775886	\$2,450.00	SLBE	po box 2426	El Cajon		92021	United States	
Merkel & Associates, Inc.	Monitoring Revegetation	724891	\$24,000.00	CAU,FEM,WBE	5434 Ruffin Road	San Diego		92123	United States	
McGrath Consulting	WPCP	20194	\$600.00	ELBE	PO BOX 20205	El Cajon		92040	United States	

SELF-PERFORMANCE
0.1589



**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Crest Equipment, Inc. as Principal, and State National Insurance Company, Inc. administered by: Contractor Managing General Insurance Agency, Inc. as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

El Camino Real & SR56 Bike Path Connector (L-16-1373-DBB-2)

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 25th day of August, 2015

Wend Belz (SEAL)  
(Principal)

State National Insurance Company, Inc. administered by:  
Contractor Managing General Insurance Agency, Inc.  
20335 Ventura Blvd., Suite 426 Woodland Hills, CA 91364 (SEAL)

[Signature] (Surety)  
By: [Signature]  
Stephanie Hope Shear, Attorney-in-Fact

By: Wend Belz  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Bond No: CDGB103913

State National Insurance Company, Inc. Administered by:  
**CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.**

Premium: \$0.00

**POWER OF ATTORNEY**

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

**Stephanie Hope Shear**

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:  
**Three Million and 00/100 Dollars (\$3,000,000)**

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.


The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.


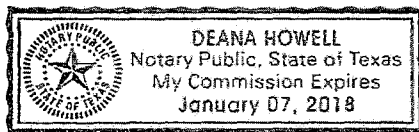
  
Terry L. Ledbetter, President  
Trace Ledbetter, Secretary

STATE OF TEXAS  
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]

  
Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 25th day of August, 2015

  
Trace Ledbetter, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

On AUG 25 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
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Signer Is Representing: \_\_\_\_\_

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As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
none					

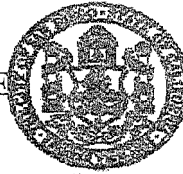
Contractor Name: Crest Equipment, Inc

Certified By Wendy Belo Title Pres  
Name

Wendy Belo Date 9-14-15  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: Crest Equipment Inc Contact Name: Wendi Belco  
 Company Address: 1161 Scottford Dr Contact Phone: 619 444 5061  
El Cajon CA 92021 Contact Email: wendi@eshcglobal.net

**CONTRACT INFORMATION**

Contract Title: Elcamino Real & SR56 Bike Path Start Date:  
 Contract Number (if no number, state location): L1161373 DBBZ End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Wendi Belco Name/Title of Signatory      Wendi Belco Signature      9.14.15 Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_

(Rev 02/15/2011)