

ORIGINAL

City of San Diego

CONTRACTOR'S NAME: Habitat Restoration Sciences, Inc.
ADDRESS: 4901 El Camino Real, Suite D, Carlsbad, CA 92008
TELEPHONE NO.: 760-479-4210 FAX NO.: _____
CITY CONTACT: Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
MHandal/JBorja/egz

BIDDING DOCUMENTS



FOR

Alta La Jolla Drive Drainage Repair Ph2/ Landscape, Maintenance, Monitoring & Reporting

BID NO.: K-16-1350-DBB-3
SAP NO. (WBS/IO/CC): S-10001
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 1
PROJECT TYPE: CA / CB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

JUNE 14, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

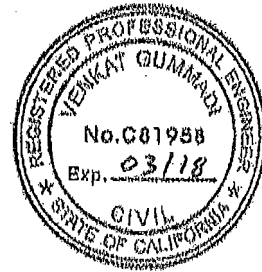
ENGINEER OF WORK

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

S. Venkatesh
1) Registered Engineer

09/11/16
Date

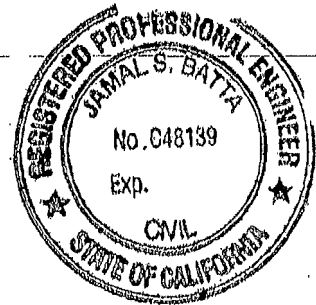
Seal:



Jamal S. Batta
2) For City Engineer

4/13/16
Date

Seal



NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for the 5-Year Landscape, Maintenance, Monitoring & Reporting will begin at the completion of the 120-day plant establishment period. The planting and irrigation system work was completed under a separate contract. The Landscape, Maintenance, Monitoring & Reporting will be conducted in accordance with the Project's Mitigation, Monitoring and Reporting Program (MMRP), the Project's Compensatory Mitigation and Monitoring Plan (CMMP), dated June 2015, and the scope of work per Attachment "A". A copy of the MMRP and CMMP is attached.
 2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$510,000**.
 4. **BID DUE DATE AND TIME ARE: JUNE 14, 2016 at 2:00 PM.**
 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
 6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: C27
 7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:
 1. SLBE participation 2.9%
 2. ELBE participation 4.5%
 3. Total mandatory participation 7.4%
- 7.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
- 7.1.1. Attending the Pre-Bid Meeting is required in the Notice Inviting Bids of these documents.
 - 7.1.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.1.3. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

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8. PRE-BID MEETING:

- 8.1.** Prospective Bidders are required to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: MAY 26, 2016
Time 10:00 AM
Location: 1010 Second Avenue Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. Failure to attend the Mandatory Pre-Bid Meeting may result in the Contractor's Bid being deemed non-responsive. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

9. AWARD PROCESS:

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4.** The low Bid will be determined by Base Bid alone.
- 9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

10. SUBMISSION OF QUESTIONS:

- 10.1.** 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, 14th Floor
San Diego, California, 92101
Attention: Michelle Muñoz

OR:

MichelleM@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. 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.
- 1.3. Due to 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™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using

SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - 2.7.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the 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.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

- 3.4. The Bidder agrees to the construction of the project as described in Attachment “A– Scope of Work” for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (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 shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:
- <http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.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 WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. 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.

9.2. 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.

10. **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: http://www.sandiego.gov/publicworks/edocref/index.shtml		

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

12. **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.

13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent

of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

14.1. **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.

14.2. **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.

14.3. **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.

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

16. AWARD PROCESS:

- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. 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.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **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 shall render the bid **non-responsive** and ineligible for award.
18. **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.
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. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 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 ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 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 the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

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 the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Habitat Restoration Sciences, Inc., a corporation, as principal, and International Fidelity Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Hundred Twenty Thousand Eight Hundred Twenty Dollars and 00/100 (\$420,820.00) for the faithful performance of the annexed contract, and in the sum of Four Hundred Twenty Thousand Eight Hundred Twenty Dollars and 00/100 (\$420,820.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

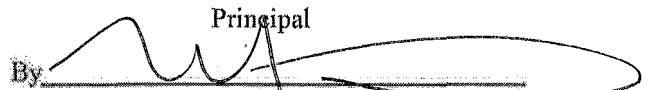
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND
(continued)

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

Dated June 30, 2016

Approved as to Form

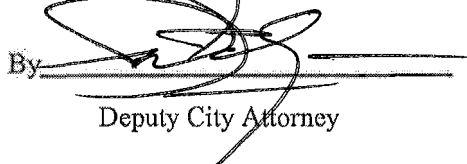
Habitat Restoration Sciences, Inc.

By  Principal

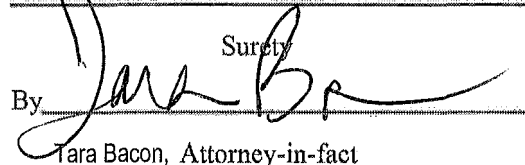
Mark Girard, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

International Fidelity Insurance Company

By  Surety
Tara Bacon, Attorney-in-fact

Approved:

By: 
Michelle Muñoz
Contract Specialist
Public Works Department

2400 E. Katella Ave., Suite 250

Local Address of Surety

Anaheim, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ 5,757.00

Bond No. 0655831

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 San Diego)

On June 30, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, BRAD ORR, GEOFFREY SHELTON

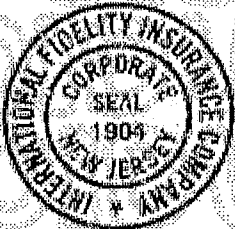
San Diego, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



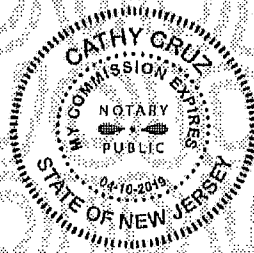
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of June, 2016

MARIA BRANCO, Assistant 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 San Diego)

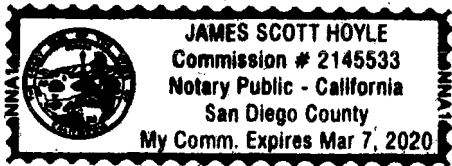
On July 5, 2016 before me, JAMES SCOTT HOYLE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK GIRARD
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 James Scott Hoyle
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:

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **35418-01-D** through **35418-02-D** and **35418-14-D** through **35418-17-D**, 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 and the Federal, State, and City permits associated with the project and included in this document.

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 contract.
 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. The contractor shall be responsible for any meter installation, and the water cost for the entire contract duration.
 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 contract, 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 contract, 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 contract. 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 contract. 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 contract. 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 contract. 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 contract. 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 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: _____

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **35418-01-D** through **35418-02-D** and **35418-14-D** through **35418-17-D**, inclusive.

2. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **1,825 Calendar Days**.

ATTACHMENT B
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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

PREVAILING WAGES

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - 1.3.1. 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.
- 1.4. **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on 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.
- 1.6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. 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.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

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 4:30 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.

2-5.3.1 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:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you 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.
2. Monument Preservation shall be performed by the City’s Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You 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. CMFS shall do the following:
 - 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.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-15 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 1. Compensatory Mitigation and Monitoring Plan and Revegetation Plan dated June 2015.
6. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/>

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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.

2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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, the La Jolla Alta Master Council, and its respective elected officials, officers, directors, 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, the La Jolla Alta Master Council, and its elected officials, officers, directors, employees, agents and representatives. Further, it must provide that any insurance maintained by the City, the La Jolla Alta Master Council, and its elected officials, officers, directors, 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, the La Jolla Alta Master Council, and its respective elected officials, directors, 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.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City, the La Jolla Alta Master Council, and its respective elected officials, officers, directors, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City, the La Jolla Alta Master Council, and its respective elected officials, officers, directors, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City, the La Jolla Alta Master Council, and its respective elected officials, officers, directors, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City, La Jolla Alta Master Council, and its respective elected officials, officers, directors, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City, the La Jolla Alta Master Council and its elected officials, officers, directors, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

- 7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- 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.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
 2. You shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
 3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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, the La Jolla Alta Master Council, and their respective elected officials, officers, directors, agents, 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:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
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, the La Jolla Alta Master Council, and their respective elected officials, officers, directors, 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.

7-8.6 **Water Pollution Control.** ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to Risk Level 2.

7-10.2.2.3 **Engineered Traffic Control Plans Provided by the Contractor.** To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. Work within the ROW.

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, DELETE in its entirety and SUBSTITUTE with the following:

1. You must defend, indemnify, protect, and hold harmless the City, the City's agents, officers, and employees, the La Jolla Alta Master Council (LJAMC), the LJAMC's agents, officers, directors, and employees from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from your action or failure to take the necessary measures to prevent such damages and injuries.
2. You are responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to your failure to abide by applicable safety, health, and environmental standards.
3. You agree to defend, indemnify, protect and hold the City, the City's agents, officers and employees, the La Jolla Alta Master Council (LJAMC), the LJAMC's agents, officers, directors, and employees harmless from and against any dispute between you and the Subcontractor if the City or LJAMC are made a party to any judicial or administrative proceeding and all claims asserted, or liability established for damages or injuries to any person or property including to your employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by your acts or omissions, your agents', officers' and employees'.
4. The obligation to indemnify must be effective even if the City, the City's agents, officers or employees, or the LJAMC or its agents, officers, directors, or employees established passive negligence contributes to the loss or claim. You agree that the City or LJAMC may elect to conduct its own defense or participate in its own defense of any claim related to this project. Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or sole misconduct of the City, the City's agents, officers, or employees or the LJAMC or its agents, officers, directors, or employees.

7-16

COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE 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 shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters,

homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall 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.
4. Your example 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 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 internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

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, and 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 you, 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 internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) 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, 1¼ inch (31.8 mm) 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. You 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 the 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, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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 that 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 visits from members of the media 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 your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

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. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

- e) 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

212-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment must come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4(B). Contractor shall provide a copy of the most recent quarterly test results, and a current representative sample of the compost to be used on the project, to the City, prior to approval and the compost being used.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 70% to 80% washed sand and 20% to 30% compost on a volume basis, and shall be mixed at the plant site prior to delivery.

212-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 (A) Sand Gradation Limits

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

212-4.1.2 Compost. Compost shall be certified by the U.S. Composting Council's Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight
3. pH shall be between 6.0 and 8.0
4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)
7. Moisture: 40%-50% wet weight basis.

8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Table 212-4.1.2 (A) Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
1/2 inch	90 to 100
1/4 inch	40 to 90
No. 200	2 to 10

212-4.2

Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH range: 6.0-7.8
- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name

- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) pH
- g) EC
- h) Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i) Soil adsorption ratio
- j) Carbon/nitrogen ratio
- k) Moisture content
- l) Organic Content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

212-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

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

The contractor will retain a qualified Project Biologist to perform biological reporting and monitoring work for this contract in accordance with the issued City, State, and Federal permits' requirements for this project. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor. .

SECTION 701 – WATER POLLUTION CONTROL

701-11 POST-CONSTRUCTION REQUIREMENTS. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

Compensatory Mitigation and Monitoring Plan and Revegetation Plan

City, State, and Federal permits.

SECTION 705 – WATER DISCHARGES

705-1 HYDROSTATIC DISCHARGE REQUIREMENTS. To the City Supplement, ADD the following:

3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Table 705-1 (A) Effluent Limitations

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.
5. The discharge of hydrostatic test and/or potable water to Areas of Special Biological Significance (ASBS) is prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas.

Discharges shall be located outside of the designated areas to assure maintenance of natural water quality conditions in these areas. The areas in the San Diego Region include:

- a) La Jolla (ASBS #29)
- b) Scripps (ASBS #31)
- c) La Jolla Shores watershed boundaries

A map showing these areas are to be included **as an Appendix** in the Contract Documents.

- 6. If a construction project is in the ASBS, the Contractor may discharge their hydrostatic test and/or potable water into the sewer system by obtaining a permit as outlined in the Public Utilities – Wastewater Section policy attached to the Contract. The discharge points and flow data for the existing sewer system are attached to the Contract as an Appendix.

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, “Community Health and Safety Plan.”

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 Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Alta La Jolla Drive Drainage Repair Ph2/ Landscape, Maintenance, Monitoring & Reporting, as referenced in the Contract Appendix. You must comply with all requirements of the Mitigated Negative Declaration 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

MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

SITE DEVELOPMENT PERMIT

PROJECT NO. 128971

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA 92101. All mitigation measures contained in the Mitigated Negative Declaration (Project No. 128971) shall be made conditions of Site Development Permit as may be further described below.

A. GENERAL REQUIREMENTS – PART I Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>
4. The TITLE INDEX SHEET must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.
5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary,

overhead, and expenses for City personnel and programs to monitor qualifying projects.

B. GENERAL REQUIREMENTS – PART II Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

**Qualified archaeological monitor
Qualified biological monitor
Qualified paleontological monitor**

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the Field Engineering Division – 858-627-3200
 - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, applicant is also required to call RE and MMC at 858-627-3360
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) Number 128971 and/or Environmental Document Number 128971, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

Note: Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. **OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder

obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Regional Water Quality Control Board
 U.S. Department of Fish and Game
 California Department of Fish and Game
 U.S. Army Corps of Engineers
 (tentative)

4. MONITORING EXHIBITS

All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

NOTE: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION/APPROVALS/NOTES
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consultant Const. Monitoring Exhibits	Prior to or at the Pre-Construction meeting
Biology	Biologist Limit of Work Verification	Limit of Work inspection
Paleontology	Paleontology Reports	Paleontology site observation
Archaeology	Archaeology Reports	Archaeology/Historic site observation

Biology	Biology Report	Biology/Habitat Restoration Inspection
Land Use	Land Use Adjacency issues CSVs	Land Use Adjacency Issue site observations
Bond Release	Request for Bond Release letter	Final MMRP inspections prior to Bond Release Letter

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

LAND USE/MULTIPLE SPECIES CONSERVATION PLAN (MSCP)

Prior to the issuance of any construction permits, the ADD Environmental Designee shall verify that all Multi-Habitat Planning Area (MHPA) boundaries and limits of disturbance have been delineated on all construction documents.

- A. Prior to the first pre-construction meeting, the Owner/Permittee shall provide a letter of verification to the Mitigation Monitoring Coordination Section stating that a qualified Biologist, as defined in the City of San Diego Biological Review References, has been retained to implement the projects MSCP monitoring Program. The letter shall include the names and contact information of all persons involved in the Biological Monitoring of the project.
- B. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and time lines, such as but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.
- C. The qualified biologist (project biologist) shall attend the first preconstruction meeting and discuss the projects biological monitoring program.
- D. In addition, the following mitigation measures related to the MHPA Land Use Adjacency Guidelines shall be implemented:
 - 1. Prior to initiation of any construction-related grading, the construction foreman and/or project biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor.
 - 2. The limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing or grading. The limits of grading, as shown on approved Exhibit A, shall be defined with silt fencing or orange construction fencing and checked by the biological monitor before initiation of construction grading. All native plants or species of special concern, (i.e. western dichondria, San Diego barrel cactus, California adolphia, Nuttal's scrub oak, summer holly) as identified in the biological technical report, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.
 - 3. Invasive non-native plant species shall not be introduced into areas adjacent to the MHPA. Landscape plans shall contain non-invasive native species adjacent to sensitive biological areas as shown on approved Exhibit A.

4. All lighting adjacent to the MHPA shall be shielded, unidirectional, low pressure sodium illumination (or similar) and directed away from preserve areas using appropriate placement and shields. If lighting adjacent to the MHPA is required for nighttime construction, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.
5. All construction activities (including staging areas and/or storage areas) shall be restricted to the development area as shown on the approved Exhibit A. No equipment maintenance shall be conducted within or near the adjacent open space and/or sensitive areas and shall be restricted to the development area as shown on the approved Exhibit A and shall not encroach into sensitive biological areas within either the open-space and/or MHPA areas. The project biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved Exhibit A.
6. Natural drainage patterns shall be maintained as much as possible during construction. Erosion control techniques, including the use of sandbags, hay bales, and/or the installation of sediment traps, shall be used to control erosion and deter drainage during construction activities into the adjacent open space. Drainage from all development areas adjacent to the MHPA shall be directed away from the MHPA, or if not possible, must not drain directly into the MHPA, but instead into sedimentation basins, grassy swales, and/or mechanical trapping devices as specified by the City Engineer.
7. No trash, oil, parking or other construction related activities shall be allowed outside the established limits of grading, as shown on approved Exhibit A. All construction related debris shall be removed off-site to an approved disposal facility.
8. The Limits of Work shall be marked with construction fencing prior to the start of work. A qualified biologist shall supervise the placement of fencing along the Limits of Work.
9. Should construction occur during the breeding season (March 1 through August 15) of the coastal California gnatcatcher, the following mitigation measures shall be required and implemented:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

Prior to the issuance of any grading permit the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (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 U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If coastal California gnatcatchers are present, then the following conditions must be met:
- I. Between March 1 and August 15, no clearing, grubbing, or grading of occupied coastal California 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.

BIOLOGICAL RESOURCES

In order to avoid significant direct impacts to biological resources, the following mitigation measures shall be implemented by the project applicant. Compliance with the mitigation measures shall be the responsibility of the applicant.

- I. **Prior to Permit Issuance**
 - A. **Entitlements Division Plan Check**
 - 1. Prior to NTP or issuance for any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits, whichever is applicable, the ADD environmental designee shall verify that the requirements for the revegetation/restoration plans and specifications, including mitigation of direct impacts to Diegan Coastal Sage Scrub [Tier II] and Non-native Grassland [Tier IIIB] (as outlined within Tables 1 below/Table 4 within Initial Study Checklist) have been shown and noted on the appropriate landscape construction documents.

Table 1
Collective Mitigation Requirements for Sensitive Upland Vegetation Communities
Phase 1 and Phase 2 Project Impacts

Impact				Mitigation Options	
Habitat Type	Tier	Within the MHPA	Outside the MHPA	Mitigation Inside the MHPA	Mitigation Outside the MHPA
Diegan Coastal Sage Scrub DCSS - Phase 1 DCSS - Phase 2 [Disturbed CSS] [Saltbush Scrub (DCSS subtype)]	II	1.51 [0.88] [0.63]	0.36	1.87 (1:1)	3.59 [3.14 + 0.45] (2:1 for impacts inside MHPA; 1.5:1 for impacts outside MHPA)
Non-Native Grassland	IIIB	0.24	0.86	0.67 [0.24 + 0.43] (1:1 for impacts inside MHPA; 0.5:1 for impacts outside MHPA)	1.22 [0.36 + 0.86] (1.5:1 for impacts inside MHPA; 1:1 for impacts outside MHPA)
TOTALS		1.75	1.22	2.54	4.81

The landscape construction documents and specifications must be found to be in conformance with the Exhibits in the *Alta La Jolla Drainage Repair Project, Phase 2 Revegetation Plan*, prepared by Rocks Biological Consulting, March 15, 2010, the requirements of which are summarized below:

- B. Revegetation/Restoration Plan(s) and Specifications
1. Landscape Construction Documents (LCD) shall be prepared on D-sheets and submitted to the City of San Diego Development Services Department, Landscape Architecture Section (LAS) for review and approval. LAS shall consult with Mitigation Monitoring Coordination (MMC) and obtain concurrence prior to approval of LCD. The LCD shall consist of revegetation/restoration, planting, irrigation and erosion control plans; including all required graphics, notes, details, specifications, letters, and reports as outlined below.
 2. Landscape Revegetation/Restoration Planting and Irrigation Plans shall be prepared in accordance with the San Diego Land Development Code

(LDC) Chapter 14, Article 2, Division 4, the LDC Landscape Standards submittal requirements, and Attachment "B" (General Outline for Revegetation/Restoration Plans) of the City of San Diego's LDC Biology Guidelines (July 2002). The Principal Qualified Biologist (PQB) shall identify and adequately document all pertinent information concerning the revegetation/restoration goals and requirements, such as but not limited to, plant/seed palettes, timing of installation, plant installation specifications, method of watering, protection of adjacent habitat, erosion and sediment control, performance/success criteria, inspection schedule by City staff, document submittals, reporting schedule, ect. The LCD shall also include comprehensive graphics and notes addressing the ongoing maintenance requirements (after final acceptance by the City).

3. The Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Construction Manager (CM) and Grading Contractor (GC), where applicable shall be responsible to insure that for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the 120 day plant establishment period are done per approved LCD. The following procedures at a minimum, but not limited to, shall be performed:

- a. The RMC shall be responsible for the maintenance of the *upland* mitigation area for a minimum period of 120 days. Maintenance visits shall be conducted on a *weekly* basis throughout the plant establishment period.
- b. At the end of the 120-day period the PQB shall review the mitigation area to assess the completion of the short-term plant establishment period and submit a report for approval by MMC.
- c. MMC will provide approval in writing to begin the *five-year* long-term establishment/maintenance and monitoring program.
- d. Existing indigenous/native species shall not be pruned, thinned or cleared in the revegetation/mitigation area.
- e. The revegetation site shall not be fertilized.
- f. The RIC is responsible for reseeding (if applicable) if weeds are not removed, within one week of written recommendation by the PQB.
- g. Weed control measures shall include the following: (1) hand removal, (2) cutting, with power equipment, and (3) chemical control. Hand removal of weeds is the most desirable method of control and will be used wherever possible.
- h. Damaged areas shall be repaired immediately by the RIC/RMC. Insect infestations, plant diseases, herbivory, and other pest problems will be closely monitored throughout the *five-year* maintenance period. Protective mechanisms such as metal wire netting shall be used as necessary. Diseased and infected plants

shall be immediately disposed of off-site in a legally-acceptable manner at the discretion of the PQB or Qualified Biological Monitor (QBM) (City approved). Where possible, biological controls will be used instead of pesticides and herbicides.

4. If a Brush Management Program is required the revegetation/restoration plan shall show the dimensions of each brush management zone and notes shall be provided describing the restrictions on planting and maintenance and identify that the area is impact neutral and shall not be used for habitat mitigation/credit purposes.

C. Letters of Qualification Have Been Submitted to ADD

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the PQB, Principal Restoration Specialist (PRS), and QBM, where applicable, and the names of all other persons involved in the implementation of the revegetation/restoration plan and biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. MMC will provide a letter to the applicant confirming the qualifications of the PQB/PRS/QBM and all City Approved persons involved in the revegetation/restoration plan and biological monitoring of the project.
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the revegetation/restoration plan and biological monitoring of the project.
4. PQB must also submit evidence to MMC that the PQB/QBM has completed Storm Water Pollution Prevention Program (SWPPP) training.

II. Prior to Start of Construction

A. PQB/PRS Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB or PRS, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the revegetation/restoration plan(s) and specifications with the RIC, CM and/or GC.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB/PRS, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start

of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.

2. Where Revegetation/Restoration Work Will Occur
 - a. Prior to the start of any work, the PQB/PRS shall also submit a revegetation/restoration monitoring exhibit (RRME) based on the appropriate reduced LCD (reduced to 11" x 17" format) to MMC, and the RE, identifying the areas to be revegetated/restored including the delineation of the limits of any disturbance/grading and any excavation.
 - b. PQB shall coordinate with the construction superintendent to identify appropriate Best Management Practices (BMP's) on the RRME.
3. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB/PRS shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
4. PQB Shall Contact MMC to Request Modification
 - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the revegetation/restoration plans and specifications. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

III. During Construction

- A. PQB or QBM Present During Construction/Grading/Planting
 1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, excavation, landscape establishment in association with *project-related impacts i.e., construction and/or grading activity*, which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The RIC and/or QBM are responsible for notifying the PQB/PRS of changes to any approved construction plans, procedures, and/or activities. The PQB/PRS is responsible to notify the CM, LA, RE, BI and MMC of the changes.**
 2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVR). The CSVR's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.

3. The PQB or QBM shall be responsible for maintaining and submitting the CSVr at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas as shown on the LCD. The PQB/PRS or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved LCD.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats, as shown on the approved LCD.
6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly
7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVr.
8. PQB shall verify in writing on the CSVr's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.
9. The long-term establishment inspection and reporting schedule per LCD must all be approved by MMC prior to the issuance of the Notice of Completion (NOC) or any bond release.

B. Disturbance/Discovery Notification Process

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified on the LCD and/or RRME, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.

3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).
- C. Determination of Significance
1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
 2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

IV. Post Construction

- A. Mitigation Monitoring and Reporting Period
1. *Five-Year Mitigation Establishment/Maintenance Period*
 - a. The RMC shall be retained to complete maintenance monitoring activities throughout the *five-year* mitigation monitoring period.
 - b. Maintenance visits will be conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter.
 - c. Maintenance activities will include all items described in the LCD.
 - d. Plant replacement will be conducted as recommended by the PQB (note: plants shall be increased in container size relative to the time of initial installation or establishment or maintenance period may be extended to the satisfaction of MMC).
 2. *Five-Year Biological Monitoring*
 - a. All biological monitoring and reporting shall be conducted by a PQB or QBM, as appropriate, consistent with the LCD.
 - b. Monitoring shall involve both qualitative horticultural monitoring and quantitative monitoring (i.e., performance/success criteria). Horticultural monitoring shall focus on soil conditions (e.g., moisture and fertility), container plant health, seed germination rates, presence of native and non-native (e.g., invasive exotic) species, any significant disease or pest problems, irrigation repair and scheduling, trash removal, illegal trespass, and any erosion problems.
 - c. After plant installation is complete, qualitative monitoring surveys will occur monthly during year one and quarterly during years two through five.
 - d. Upon the completion of the 120-days short-term plant establishment period, quantitative monitoring surveys shall be conducted at 0, 6, 12, 24, 36, 48 and 60 months by the PQB or QBM. The revegetation/restoration effort shall be quantitatively

evaluated once per year (in spring) during years three through five, to determine compliance with the performance standards identified on the LCD. All plant material must have survived without supplemental irrigation for the last two years.

- e. Quantitative monitoring shall include the use of fixed transects and photo points to determine the vegetative cover within the revegetated habitat. Collection of fixed transect data within the revegetation/restoration site shall result in the calculation of percent cover for each plant species present, percent cover of target vegetation, tree height and diameter at breast height (if applicable) and percent cover of non-native/non invasive vegetation. Container plants will also be counted to determine percent survivorship. The data will be used determine attainment of performance/success criteria identified within the LCD.
- f. Biological monitoring requirements may be reduced if, before the end of the fifth year, the revegetation meets the fifth year criteria and the irrigation has been terminated for a period of the last two years.
- g. The PQB or QBM shall oversee implementation of post-construction BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measure, as needed to ensure prevention of any significant sediment transport. In addition, the PBQ/QBM shall be responsible to verify the removal of all temporary post-construction BMP's upon completion of construction activities. Removal of temporary post-construction BMPs shall be verified in writing on the final post-construction phase CSVR.

B. Submittal of Draft Monitoring Report

- 1. A draft monitoring letter report shall be prepared to document the completion of the 120-day plant establishment period. The report shall include discussion on weed control, horticultural treatments (pruning, mulching, and disease control), erosion control, trash/debris removal, replacement planting/reseeding, site protection/signage, pest management, vandalism, and irrigation maintenance. The revegetation/restoration effort shall be visually assessed at the end of 120-day period to determine mortality of individuals.
- 2. The PQB shall submit two copies of the Draft Monitoring Report, which describes the results, analysis, and conclusions of all phases of the Biological Monitoring and Reporting Program (with appropriate graphics) to MMC for review and approval within 30 days following the completion of monitoring. Monitoring reports shall be prepared on an annual basis for a period of five years. Site progress reports shall be prepared by the PQB following each site visit and provided to the owner, RMC and RIC. Site progress reports shall review maintenance activities,

- qualitative and quantitative (when appropriate) monitoring results including progress of the revegetation relative to the performance/success criteria, and the need for any remedial measures.
3. Draft annual reports (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from permanent viewpoints shall be submitted to MMC for review and approval within 30 days following the completion of monitoring.
 4. MMC shall return the Draft Monitoring Report to the PQB for revision or, for preparation of each report.
 5. The PQB shall submit revised Monitoring Report to MMC (with a copy to RE) for approval within 30 days.
 6. MMC will provide written acceptance of the PQB and RE of the approved report.
- C. Final Monitoring Reports(s)
1. PQB shall prepare a Final Monitoring upon achievement of the fifth year performance/success criteria and completion of the five year maintenance period.
 - a. This report may occur before the end of the fifth year if the revegetation meets the fifth year performance /success criteria and the irrigation has been terminated for a period of the last two years.
 - b. The Final Monitoring report shall be submitted to MMC for evaluation of the success of the mitigation effort and final acceptance. A request for a pre-final inspection shall be submitted at this time, MMC will schedule after review of report.
 - c. If at the end of the five years any of the revegetated area fails to meet the project's final success standards, the applicant must consult with MMC. This consultation shall take place to determine whether the revegetation effort is acceptable. The applicant understands that failure of any significant portion of the revegetation/restoration area may result in a requirement to replace or renegotiate that portion of the site and/or extend the monitoring and establishment/maintenance period until all success standards are met.

BIOLOGICAL RESOURCES-RAPTOR

In order to avoid significant direct impacts to biological resources, the following mitigation measures shall be implemented by the project applicant. Compliance with the mitigation measures shall be the responsibility of the applicant.

1. If project grading is proposed during the raptor breeding season (Feb. 1-Sept. 15), the project biologist shall conduct a pregrading survey for active raptor nests in within 300

feet of the development area and submit a letter report to MMC prior to the preconstruction meeting.

- A. If active raptor nests are detected, the report shall include mitigation in conformance with the City's Biology Guidelines (i.e. appropriate buffers, monitoring schedules, etc.) to the satisfaction of the Assistant Deputy Director (ADD) of the Entitlements Division. Mitigation requirements determined by the project biologist and the ADD of Entitlements shall be incorporated into the project's Biological Construction Monitoring Exhibit (BCME) and monitoring results incorporated in to the final biological construction monitoring report.
- B. If no nesting raptors are detected during the pregrading survey, no mitigation is required.

BIOLOGICAL RESOURCES-GENERAL AVIAN

In order to avoid significant direct impacts to biological resources, the following mitigation measures shall be implemented by the project applicant. Compliance with the mitigation measures shall be the responsibility of the applicant.

- 1. If project grading/brush management is proposed in or adjacent to native habitat during the typical bird breeding season (i.e. Feb. 1-Sept. 15), or an active nest is noted, the project biologist shall conduct a pregrading survey for active nests in the development area and within 300 feet of it, and submit a letter report to MMC prior to the preconstruction meeting.
 - A. If active nests are detected, or considered likely, the report shall include mitigation 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.) to the satisfaction of the Assistant Deputy Director (ADD) of the Entitlements Division. Mitigation requirements determined by the project biologist and the ADD shall be incorporated into the project's Biological Construction Monitoring Exhibit (BCME) and monitoring results incorporated in to the final biological construction monitoring report.
 - B. If no nesting birds are detected per "A" above, mitigation under "A" is not required.

HISTORICAL RESOURCES

In order to avoid significant historical resources impacts, the following mitigation measures shall be implemented by the project applicant:

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

- 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological

Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) - The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule - After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation

must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1) Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 - 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 - 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 - 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 - 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains ARE determined to be Native American
 - 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, ONLY the Medical Examiner can make this call.
 - 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 - 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.

4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are NOT Native American:
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.
- V. Night and/or Weekend Work
- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-con meeting.
 2. The following procedures shall be followed.

- a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.

- b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

In order to avoid significant paleontological resources impacts, the following mitigation measures shall be implemented by the project applicant:

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE),

Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored

a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits.

Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.

b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).

c. MMC shall notify the PI that the PME has been approved.

4. When Monitoring Will Occur

a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.

b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.

- b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

- c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

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

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

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

- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

- 1. Procedures for documentation, curation and reporting

- a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-con meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to

MMC via the RE for review and approval within 90 days following the completion of monitoring,

- a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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

RESOLUTION NUMBER 4660-PC-1

ADOPTED ON JANUARY 13, 2011

WHEREAS, on May 31, 2007, Gary Roth, La Jolla Alta Master Council, submitted an application to the Development Services Department for a Site Development Permit; and

WHEREAS, the permit was set for a public hearing to be conducted by the Hearing Officer of the City of San Diego; and

WHEREAS, the issue was heard by the Hearing Officer on October 27, 2010, and adopted by Resolution No. HO-6373-1;

WHEREAS, on November 8, 2010, Joseph C. Crudo appealed the project approval;

WHEREAS, on January 13, 2011, the Planning Commission of the City of San Diego considered the issues discussed in Mitigated Negative Declaration No. 128971; NOW THEREFORE,

BE IT RESOLVED, by the Planning Commission of the City of San Diego, that it is hereby certified that Mitigated Negative Declaration No. 128971 has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code Section 21000 et seq.) as amended, and the State guidelines thereto (California Administration Code Section 15000 et seq.), that the report reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by the Planning Commission; directing staff to file a Notice of Determination..

BE IT FURTHER RESOLVED that the Planning Commission finds that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study and therefore, that said Mitigated Negative Declaration, a copy of which is attached hereto and incorporated by reference, is hereby approved.

BE IT FURTHER RESOLVED that pursuant to California Public Resources Code, Section 21081.6, the Planning Commission hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment, a copy of which is attached hereto and incorporated herein by reference.

APPROVED: Jeannette Temple, Development Services Department, Project Manager

By:


Jeannette Temple, Development Project Manager

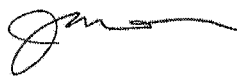
ATTACHMENT: Exhibit A, Mitigation Monitoring and Reporting Program

Alta La Jolla Drive Drainage Repair Project, Phase 2 Compensatory Mitigation and Monitoring Plan

June 2015

Prepared for:
Geosyntec Consultants
3990 Old Town Avenue, Suite A-101
San Diego, CA 92110
(619) 297-1530

Prepared by:
Rocks Biological Consulting
5101 September Street
San Diego, CA 92110
(619) 843-6640



Jim Rocks, Principal Biologist



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1 Description of the Project/Impact Site

1.1 *Responsible Parties*

The responsible party for the Alta La Jolla Drainage Repair Project Phase 2 (SCH No 2010081080) is the City of San Diego (City).

City of San Diego
525 B Street, Suite 750, MS 908A
San Diego, California 92101-4502
Contact: Michael Handal, Engineering and Capital Projects
(619) 533-7588

Geosyntec Consultants is serving as the agent for the City of San Diego on the Section 404 Individual Permit application for the Project and Rocks Biological Consulting prepared this Compensatory Mitigation and Monitoring Plan.

Geosyntec Consultants
3990 Old Town Avenue Suite B-101
San Diego, CA 92110
Contact: Kathleen Harrison
(619) 810-4012

Rocks Biological Consulting
5101 September Street
San Diego, CA 92110
Contact: Jim Rocks
(619) 843-6640

1.2 *Location of Project*

The Alta La Jolla Drive Drainage Repair Project Phase 2 Project (Project) and compensatory mitigation area are located at the terminus of Vickie Drive in the southern portion of the La Jolla community of San Diego, California, within the County of San Diego (approximately 32° 49' 7" 117° 14' 38") (Figure 1).

1.3 *Summary of Overall Project*

The Project, which is being constructed in two phases, is located within a privately-owned open space canyon that is surrounded by dense residential housing. Storm water and non-storm water flows from surrounding urbanized areas discharge into an ephemeral drainage in the Project via four storm drain outlets and overland flow. Over the past few decades, the drainage became severely incised due to storm water and non-storm water runoff; threatening the stability of the slopes and adjacent homes in the northwestern boundary of the Project area.



Due to the slope stability concerns, emergency repairs (Phase 1) were initiated and carried out by La Jolla Alta Master Council, the local homeowner's association, in 2008 to stabilize the northern portion of the Project.

Phase 1 was conducted between October 2007 and March 2008 under a U.S. Army Corps of Engineer (Corps) Regional General Permit (RGP) 63 (issued October 8, 2007). Phase 1 construction stabilized the northwestern canyon slope and diverted runoff entering the Project from three of the storm drain outlets into three separate storm drain pipes. Phase 1 was completed by Land Design Consultants (LDC) under contract with La Jolla Alta Master Council. In 2008, the City and La Jolla Alta Master Council settled a lawsuit over repair and maintenance of the Alta La Jolla Drive drainage channel. A Settlement Agreement dated February 5, 2008 between La Jolla Alta Master Council and the City, requires that the City repair La Jolla Alta Canyon to prevent potential slope failures and to manage water flows in a non-erosive manner, limiting future erosion problems and decreasing maintenance requirements. The Settlement Agreement provided the City with an easement through the canyon to conduct the channel repairs and provide ongoing maintenance. The City's portion of the project is identified as Phase 2. Phase 2 includes finalizing the drainage repairs, obtaining the required environmental and development permits for the entire Project, and performing compensatory mitigation through restoration of the site. Geosyntec Consultants (Geosyntec) is completing the design and permitting portions of Phase 2 activities for the City.

Phase 2 is being carried out by the City in compliance with the Statement of Decision of the Superior Court of the State of California on case number GIC 822281. A full description of the project and biological impacts assessment can be found in the *Focused Survey Report La Jolla Alta Canyon Restoration, La Jolla, California* (LDC, 2007; Phase 1) and the *Alta La Jolla Drive Drainage Repair Project, Phase 2 Biological Resources Report* (Rocks Biological Consulting, 2009).

The Project area consists of approximately 7.9 acres of open space vegetated with native and non-native vegetation, including the sensitive upland habitats, Diegan Coastal Sage Scrub and Non-native Grassland; and one sensitive species, the federally-listed threatened Coastal California Gnatcatcher (*Polioptila californica californica*). The ephemeral drainage channel that flows from north to south within the canyon bottom receives water from two storm drain tributaries flowing west to east, and one storm drain tributary flowing from east to west. The three storm drain tributaries transmit storm water and non-storm water flows from urbanized areas surrounding the Project. The urbanized and natural areas north of the Project drain to the ephemeral channel via two storm drains under Alta La Jolla Drive. The ephemeral channel drains to a 48 inch culvert located at the southern site boundary of the Project at the northern terminus of Vickie Drive. All flows from the Project and this watershed continue in the City storm drain which discharges into the Pacific Ocean at Tourmaline Beach, approximately 1.5 miles southwest of the Project.

Corps Other Waters of the U.S. (OWUS) and California Department of Fish and Game (CDFG) jurisdictional areas are present along the drainage. Impacts on 0.20 acre (0.12 acres of temporary impacts; 0.08 acre of permanent impacts) of Corps OWUS and 0.59 acre of CDFG jurisdictional areas are expected with implementation of the proposed Project (Figure 2). A total of 0.35 acres (1,270 LF channel) of jurisdictional waters with improved function and value

will be created and/or restored as part of this Project and will serve as compensatory mitigation for impacts on Corps jurisdictional areas (Figures 3-4).

In addition to compensatory mitigation for impacts to Corps jurisdictional areas, Project impacts (Phase 1 and 2) on 1.82 acres of Diegan Coastal Sage Scrub and 1.25 acres of Non-Native Grassland will be mitigated in accordance with City of San Diego Biology Guidelines resulting in a net gain of native habitat within the Project site. Approximately 3.22 acres of the eastern portion of the site is located within the City's Multiple Habitat Planning Area (MHPA). Project boundaries, biological resources, and other features are shown on Figures 3 and 4. The Alta La Jolla Drive Drainage Repair Project (combined Phase 1 and Phase 2) has or will impact a total of 8.72 acres of land. In addition to impacts on sensitive Coastal Sage Scrub and Non-Native Grassland habitats, the Project will impact: 1) 4.55 acres Ruderal; 2) 1.01 acres Invasives; and 3) 0.19 acre of developed/disturbed lands. Within 90 days of project completion, the site will be re-vegetated with 6 acres of Diegan Coastal Sage Scrub, and the remainder of the lands will be planted with native riparian and transition species as outlined in section 4.6 of this document.

1.4 Jurisdictional Areas to be Filled

Temporary loss of approximately 0.20 acres (1,340 LF) of jurisdictional waters will occur during earthwork activities to restore the incised drainage and tributary channels (Figure 2). Approximately 0.06 acres (1,060 LF) and 0.02 acres (190 feet) of jurisdictional waters have been or will be permanently filled during Phase 1 and Phase 2, respectively, associated with diversion of flows into storm drain pipes to maintain slope and channel stability. No Corps jurisdictional wetlands will be impacted as a result of this Project.

1.5 Types, Functions, and Values of Jurisdictional Areas to be Impacted

The importance of wetlands and OWUS is often described as 'functions and values.' Functions are properties that wetland and OWUS naturally provide and values are considered properties that are beneficial to humans. Some functions typically associated with wetlands include:

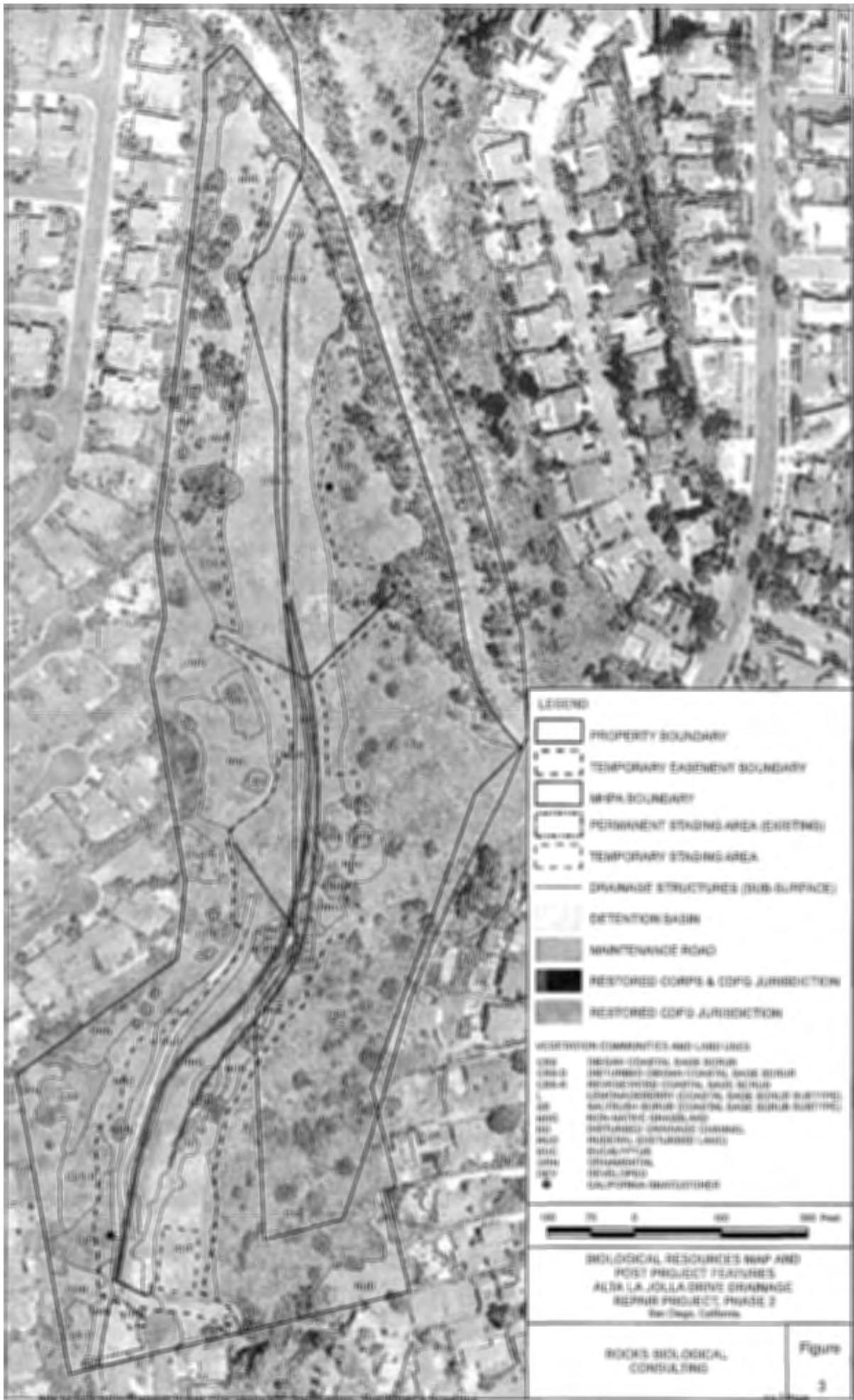
- Flood Control
- Waste Treatment/Pollution Interception
- Coastal Protection
- Ground Water Recharge
- Sediment Traps
- Habitat for Wildlife

Some values typically associated with wetlands include:

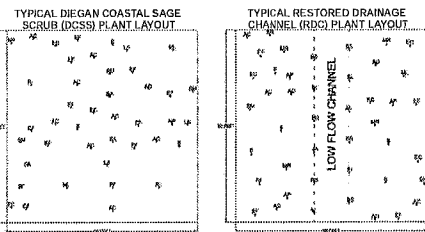
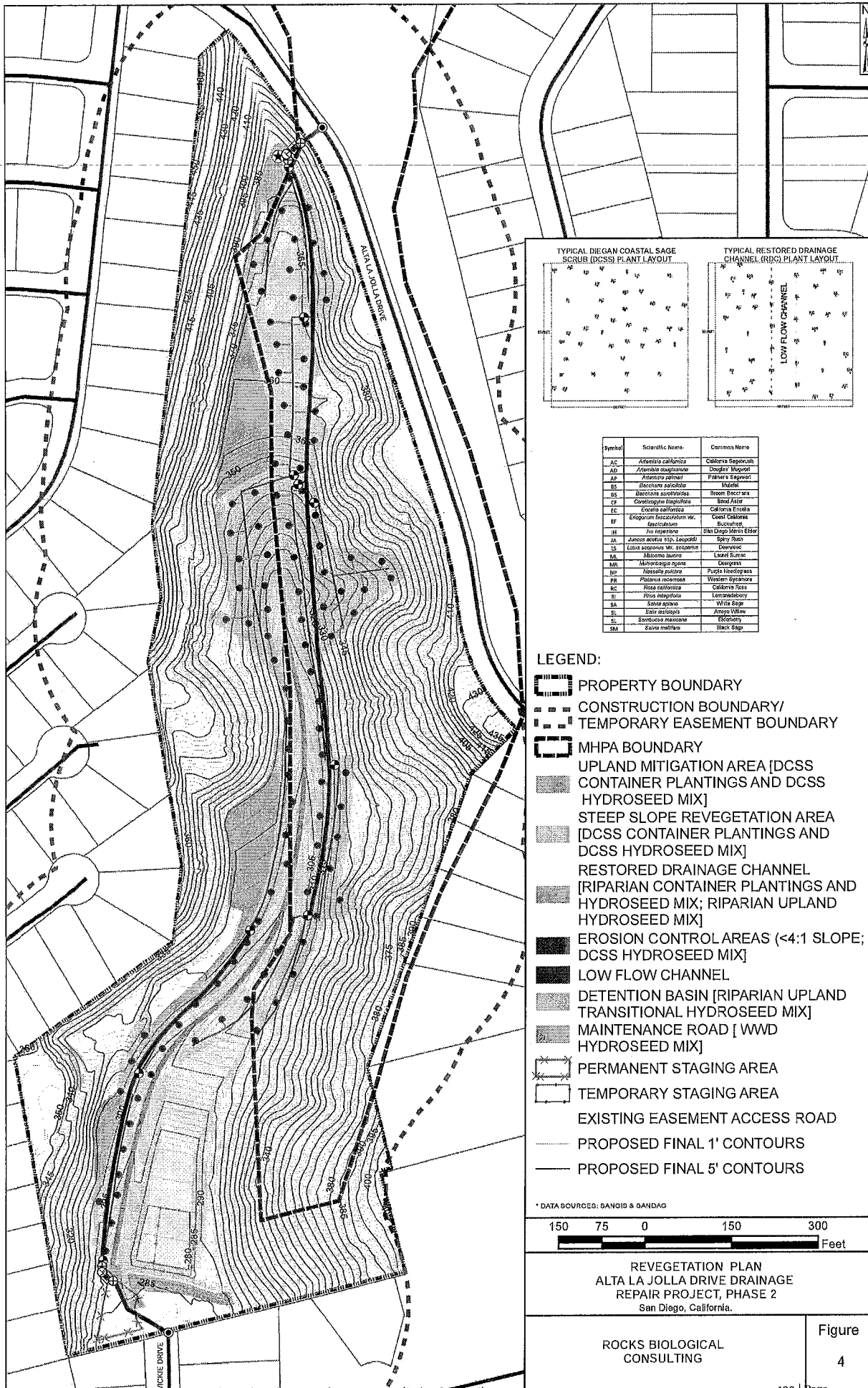
- Food
- Fuel
- Timber/Fiber Production
- Recreation, Aesthetics, Education



Appendix A - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Rev. Feb. 2016)

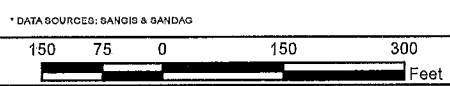


Appendix A - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Rev. Feb. 2016)



Symbol	Scientific Name	Common Name
AC	<i>Adiantum californicum</i>	California Spearwort
AD	<i>Adiantum douglasianum</i>	Douglas' Wogwort
AP	<i>Adiantum palmifolium</i>	Palmier's Eggwort
BS	<i>Baccharis sandwicensis</i>	Mudflat
BS	<i>Baccharis scopulorum</i>	Broom Broomrape
CP	<i>Conostegia flagellifera</i>	Sand Aster
EC	<i>Eriogonum californicum</i>	California Eriogon
EC	<i>Eriogonum fasciculatum</i> var. <i>erectum</i>	Coast California Buckwheat
IN	<i>Isotria medeoloides</i>	San Diego Madwort
JA	<i>Juncus acrota</i> (s.s.) <i>leptophyllus</i>	Sage Juncus
LS	<i>Lotus scopulorum</i> var. <i>scopulorum</i>	Oreweed
MA	<i>Muhlenbergia laevis</i>	Lowland Suncup
MS	<i>Muhlenbergia rigida</i>	Loosegrass
NP	<i>Nassella pulchra</i>	Purple Needlegrass
PR	<i>Plantago racemosa</i>	Western Sycamore
RC	<i>Rhus californica</i>	California Rose
R	<i>Rhus integrifolia</i>	Lemonadeberry
SA	<i>Sida acuta</i>	White Sage
SL	<i>Sida acuta</i>	White Sage
SL	<i>Sida acuta</i>	White Sage
SM	<i>Sida acuta</i>	White Sage

- LEGEND:**
- PROPERTY BOUNDARY
 - CONSTRUCTION BOUNDARY/ TEMPORARY EASEMENT BOUNDARY
 - MHPA BOUNDARY
 - UPLAND MITIGATION AREA [DCSS CONTAINER PLANTINGS AND DCSS HYDROSEED MIX]
 - STEEP SLOPE REVEGETATION AREA [DCSS CONTAINER PLANTINGS AND DCSS HYDROSEED MIX]
 - RESTORED DRAINAGE CHANNEL [RIPARIAN CONTAINER PLANTINGS AND HYDROSEED MIX; RIPARIAN UPLAND HYDROSEED MIX]
 - EROSION CONTROL AREAS (<4:1 SLOPE; DCSS HYDROSEED MIX)
 - LOW FLOW CHANNEL
 - DETENTION BASIN [RIPARIAN UPLAND TRANSITIONAL HYDROSEED MIX]
 - MAINTENANCE ROAD [WWD HYDROSEED MIX]
 - PERMANENT STAGING AREA
 - TEMPORARY STAGING AREA
 - EXISTING EASEMENT ACCESS ROAD
 - PROPOSED FINAL 1' CONTOURS
 - PROPOSED FINAL 5' CONTOURS



REVEGETATION PLAN
 ALTA LA JOLLA DRIVE DRAINAGE
 REPAIR PROJECT, PHASE 2
 San Diego, California.

ROCKS BIOLOGICAL
 CONSULTING

Figure
 4

The functions and values of the existing Alta La Jolla drainage channel are low and have been greatly reduced because of severe scour and erosion and the dominance of non-native, invasive plant species. Current functions of the drainage channel are limited to conveyance of surface water, poorly functioning flood control, waste treatment/pollution interception, ground water recharge, and low quality habitat for wildlife and their local movement. The drainage channel is not functioning as a sediment trap, but is considered 'sediment starved' and deeply scoured banks are threatening the integrity of the adjacent slopes. The drainage channel and Alta La Jolla Canyon provide value in the form of aesthetics for adjacent homeowners, but do not provide food, fuel, timber/fiber production or recreation as the area is closed to the public.

2 Goals of the Compensatory Mitigation Project

2.1 Types and Areas of Habitat to be Restored, Enhanced, and/or Preserved

This compensatory mitigation and monitoring plan consists of mitigation for jurisdictional and non-jurisdictional areas.

Compensatory mitigation for impacts on jurisdictional areas:

Restored Drainage Channel

Restored drainage channel mitigation refers to the 0.68 acres of bed and banks that will be created on-site within the canyon both inside and outside the MHPA. Approximately 0.35 acres of the restored drainage channel will meet Corps OWUS criteria and serve as compensatory mitigation for total impacts on approximately 0.20 acres of OWUS (0.12 acres temporary impact; 0.08 acres permanent impact). A combination of container plantings and hydroseeding will be used to revegetate the drainage and adjacent banks with wetland species including Mulefat (*Baccharis salicifolia*) with transitional and upland species along the banks. The channel restoration shall fully mitigate project OWUS acreage impacts.

Detention Basin

The detention basin (0.67 acres) will be planted with a riparian-upland transitional hydroseed mix. Though this area will not formally serve as acreage mitigation for OWUS impacts, it is discussed here for informational purposes and for consideration of Project water quality benefits. It is anticipated that species will germinate and grow in the most suitable ecological areas within the habitat such that typical riparian species such as Mulefat and Willows will grow in the wetter areas with upland Coastal Sage Scrub species occupying the drier areas upslope. An unknown acreage of wetland vegetation is expected to develop within the basin and will provide compensatory mitigation in the form of wildlife habitat, improved water quality, flood control, coastal protection, and sediment trapping. Vegetation within the detention basin will be maintained through periodic thinning and/or removal as necessary.

Off-Site Invasives Removal

Phase 1 emergency work permanently filled 1,060 linear feet of the on-site jurisdictional areas and an additional 190 feet will be lost with Phase 2 implementation. The proposed restored on-site channel will mitigate for the loss of acreage from this work; however, the loss of linear feet of jurisdictional areas cannot be fully mitigated on-site. As such, mitigation in the form of Pampas Grass (*Cortaderia jubata*) removal will be performed along 1,250 feet of the natural channel occurring in nearby Kate O. Sessions Memorial Park (Figure 5). The natural area of the Park is primarily Coastal Sage Scrub and one large channel that runs north-south along the western boundary of the park, then west-east along the south end of the park. A small tributary to the main channel originates in the north-central portion of the park and joins the main channel in the central-western area of the park. The channel supports a mix of upland and wetland species, with native species predominating. However, there are also sizable areas of invasive Pampas Grass within the drainage. The Pampas Grass will be treated with herbicide, and/or manually removed.

Compensatory mitigation for impacts on non-jurisdictional areas:

Diegan Coastal Sage Scrub - Upland

This mitigation refers to the mitigation of Diegan Coastal Sage Scrub within the MHPA. The purpose of the upland mitigation is to offset Project impacts on 1.82 acres of Diegan Coastal Sage Scrub and 1.25 acres of Non-Native Grassland, both considered sensitive habitats by the City. These areas will also serve as an improved channel buffer for the restored channel. Much of the current buffer area is Ruderal and Non-Native Grassland vegetation. All impacts on sensitive habitats impacted by the Project both inside and outside the MHPA will be fully mitigated within the MHPA. The total required mitigation is 2.57 acres consisting of 1.82 acres of Diegan Coastal Sage Scrub (1:1) and 0.75 acres of Non-native Grassland (0.5:1; see Table 2). Because the City's Biology Guidelines allow mitigation to occur at the same habitat tier or higher than that of impacts, all upland mitigation will be Diegan Coastal Sage Scrub container plantings and hydroseeding. The total upland mitigation acreage will be approximately 2.60 acres of Diegan Coastal Sage Scrub via replacement and creation within the MHPA. This exceeds the required 2.57 acres, but is necessary because City regulations require that all impacts within the MHPA be fully revegetated regardless of sensitivity.

Table 1. Summary of Impacts on Sensitive Upland Vegetation Communities for Phase 1 and Phase 2

Habitat Type (Tier)	Within MHPA (acres)	Outside MHPA (acres)	Total (acres)
Diegan Coastal Sage Scrub (TIER II; Phase 1)	0.88	0.06	0.94
Diegan Coastal Sage Scrub (TIER II; Phase 2)	0.58	0.25	0.83
Non-Native Grassland (TIER IIIB)	0.24	1.01	1.25
TOTALS	1.70	1.32	3.02



Appendix A - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Rev. Feb. 2016)

Table 2. Collective Mitigation Requirements for Sensitive Upland Vegetation Communities for Phase 1 and Phase 2 Project Impacts

Impact				Mitigation Options	
Habitat Type	Within MHPA (acres)	Outside MHPA (acres)	Total (acres)	Mitigation Inside MHPA	Mitigation Outside MHPA
Diegan Coastal Sage Scrub (Tier II; Phase 1 and 2)	0.88 + 0.58 = 1.46	0.06 + 0.30 = 0.36	1.82	1.82 acres (1:1)	3.46 acres (2:1 for impacts in MHPA; 1.5:1 for impacts outside MHPA; 2.92 + 0.54)
Non-Native Grassland (TIER IIIB)	0.24	1.01	1.25	0.75 acres (1:1 for impacts in MHPA; 0.5:1 for impacts outside MHPA; 0.24 + 0.51)	1.37 (1.5:1 for impacts in MHPA; 1:1 for impacts outside MHPA; 0.36 + 1.01)
Total	1.70	1.37	3.07	2.57 acres	4.83 acres

Erosion Control/Diegan Coastal Sage Scrub Revegetation

Erosion control/Diegan Coastal Sage Scrub revegetation refers to revegetation of areas that will be temporarily impacted during project construction activities, but that will not serve as mitigation for impacts on sensitive habitats (2.49 acres). All areas exclusive of the restored drainage channel, detention basin, and maintenance roads will be revegetated with Diegan Coastal Sage Scrub hydroseed mix. Areas that are steep slopes will also be planted with container plantings. The species composition will be the same as the Diegan Coastal Sage Scrub upland mitigation planting mix to ensure continuity within the canyon (please see Section 4.6 for full specifications). All erosion control planting areas are located outside the City’s MHPA. These revegetation areas are expected to become native habitat; however, because they are not required for mitigation, will be subject to less stringent success criteria than those areas used for impact mitigation. Much of this area is currently Ruderal, Ornamental invasives, and Non-native Grassland so replacement with native Diegan Coastal Sage Scrub species will result in an overall improvement of the habitat.

Maintenance Road Revegetation

The maintenance roads (0.62 acres) that are necessary to allow for occasional vehicular use will be planted with low-growing native species appropriate to the area. This revegetation will not serve as mitigation for impacts on sensitive habitats. Based on discussions with the City’s Metropolitan Wastewater Department (Balo, 2009), which has numerous maintenance roads throughout City open space areas, they use a master list of appropriate species then tailor the list to suit the particular area in which the planting will occur, e.g., use species from the master list that occur or would likely naturally occur in the immediate area, and add other low growing (< 3 feet) species native to the area as needed to create an appropriate palette. This strategy has been used to develop the Project maintenance road plant list. Please see Section 4.6 for full maintenance road revegetation specifications.

2.2 *Specific Functions and Values of Habitats to be Restored*

During implementation of the restoration plan, the functions and values of the restored areas on-site will continue to improve from existing conditions and upon meeting the final success criteria goals are anticipated to be vastly superior to current conditions. Specifically, the detention basin (approximately 0.67 acres) that will be constructed in the southern portion of the Project is designed to maximize treatment of storm water. The basin is designed to capture all non-storm water flows and will treat as much of the 85th percentile storm (0.5 inches) as possible. The 85th percentile storm event was selected as it is the numeric sizing treatment standard for volume-based BMPs that is recommended in the San Diego Municipal Code Land Development Manual Storm Water Standards. According to the Geosyntec study:

The detention basin is designed to treat as much of the volume of runoff from the 85th percentile event as possible. Because the design balances water quality treatment with the long-term channel stability design; treatment of the entire 85th design storm could not be achieved. Flows for the 85th percentile event that are not diverted to the detention basin are conveyed in the channel to support riparian vegetation similar to pre-development conditions. Analyses of the 85th percentile design storm with the CED diversion structure and detention basin stage-storage and stage-discharge relationships results in treatment of 3.06 acre-feet of runoff (58% of the total runoff volume 5.28 acre-ft) from the 85th percentile event. Diverting flows more than this amount to the detention basin would result in deviation of the channel design goals.

Also, the detention basin will help attenuate the increase in the 100-year flood peak due to development. The basin will be planted with riparian-upland transitional hydroseed mix to provide quality native habitat. Currently, the channel has minimal habitat value due to the recent erosion impacts.

Habitat for wildlife will be lost temporarily, but will grow rapidly from seeds and container plantings. To be consistent with existing native habitats in the canyon and surrounding areas, the drainage channel and adjacent uplands will be revegetated with a structurally and species diverse plant palette. Upon meeting the success criteria, the restored habitat on-site and upstream will have higher function and value as these areas will not support perennial invasive species and will be of higher species diversity.

The value of the restored areas on-site will likely still be limited to recreation, aesthetics, and education, but each of these will be greatly enhanced as Alta La Jolla Canyon will support a properly functioning drainage with higher quality native habitat for wildlife following achievement of the success criteria.

Functions and values of the proposed off-site mitigation area, Kate O. Sessions Memorial Park, are relatively high. The channel captures stormwater from northern developed areas and appears to have minimal scour and erosion, so provides significant stormwater treatment for these areas. Wildlife habitat in the area is relatively high, as there is a high percentage of native cover, however with invasion of Pampas Grass, this function could be diminished if allowed to spread. This area also serves as an important recreational area for area residents and visitors, who are able to experience natural habitats at the park in an otherwise developed region.

2.3 Time Lapse Between Jurisdictional Impacts and Expected Compensatory Mitigation Success

The expected time lapse between jurisdictional impacts and compensatory mitigation success is approximately 5 years. However, benefits of the drainage repair project such as flood control, improved water quality, coastal protection, and sediment trapping will begin immediately whereas restored native wildlife habitat will develop over time.

2.4 Estimated Total Cost

Once all grading and channel re-contouring and engineering are complete, the estimated total cost of the biological restoration including site preparation, planting, maintenance, and monitoring, and contingency money breaks down as follows:

- Site preparation, planting, and maintenance = approximately \$750,000
- Biological monitoring and reporting = approximately \$100,000

Note that these costs include both upland and channel on-site mitigation and off-site linear foot mitigation.

2.5 Special Aquatic Habitat, Other Waters of the U.S., and Non-jurisdictional Areas Proposed as Compensatory Mitigation

OWUS and non-jurisdictional areas are proposed as compensatory mitigation for drainage repair project impacts. Though the area will require occasional maintenance so will not formally serve as compensatory mitigation, it should be noted that wetland habitat with proper hydrology, hydric soils, and hydrophytic vegetation is expected to colonize the detention basin and possibly small areas at the drainage outlet at the terminus of Phase 1. At this time it is not clear how much acreage of the 0.67 acres detention basin will meet Corps jurisdictional wetland standards, so we are not proposing a specific mitigation acreage, but rather want this area considered primarily for its water quality, flood control, coastal protection, sediment trapping benefits with wildlife wetland habitat as an additional consideration during Corps permitting review.

Restored OWUS is proposed as compensatory mitigation in the form of approximately 0.35 acres of OWUS within a larger 0.68 acre drainage restoration which includes adjacent banks that may not meet OWUS standards, but will support sensitive Diegan Coastal Sage Scrub which will serve as high quality buffer area to the restored channel.

Approximately 2.60 acres of Diegan Coastal Sage Scrub will be created or restored to fully mitigate project impacts on the non-jurisdictional habitats Diegan Coastal Sage Scrub and Non-native Grassland. Although not direct mitigation for impacts to Corps jurisdictional areas, restoration of the adjacent uplands within the watershed will provide a high quality local wildlife habitat corridor and buffer to jurisdictional areas and help improve water quality

through slowing runoff and allowing infiltration rather than the severe scour and erosion that currently exists.

At Kate Sessions Park, 1,250 linear feet of Other Waters of the U.S., a portion of which may meet Corps wetland criteria, will be restored through removal of invasive Pampas Grass.

2.6 Overall Watershed Improvements to be Gained

The restored channel and detention basin [0.67 acres; 1,340 LF (1,270-foot channel plus 70-foot detention basin)] will provide water quality benefits, coastal protection, and sediment trapping for the developed watershed runoff and will attenuate 100-year peak flood events. The detention basin is designed to drain within 48 hours to avoid vector control issues (i.e. mosquito breeding). In addition, non-native, perennial, invasive species will be excluded from the compensatory mitigation area thereby improving native habitat within this portion of the watershed.

3 Description of the Proposed Compensatory Mitigation Site

3.1 Process of selecting proposed mitigation site

The majority of the compensatory mitigation site was chosen because it is onsite where the drainage repair project impacts occurred or will occur. Because the Project is a stream rehabilitation project, the mitigation of the on-site stream is, in effect, the Project. Onsite mitigation provides an opportunity to compensate for jurisdictional impacts through restoration of habitat and improved drainage function and value within the same watershed as the impact. The off-site area that will be used for linear feet mitigation, Kate Sessions Park, was chosen because it is very close to the Project area, the City owns the Park, the site is conserved and habitat is otherwise in good condition.

3.2 Location and Size of Compensatory Mitigation Site

The proposed channel restoration mitigation on-site (approximately 32° 49' 7" 117° 14' 38") is within the limits of the temporary impact areas. The on-site restoration area is 3.71 acres and can be broken down as follows:

- Drainage Channel Restoration (approximately 0.35 acres jurisdictional OWUS, with additional 0.33 acres transitional buffer area)
- Detention Basin (approximately 0.67 acres)
- Diegan Coastal Sage Scrub (approximately 2.60 acres; non-jurisdictional)

Implementation of the restoration plan will result in 0.35 acres of restored jurisdictional areas (OWUS) on-site, with additional compensation in the form of unspecified acreage of wetland

habitat within the detention basin, and approximately 2.60 acres of Diegan Coastal Sage Scrub to be created or restored in non-jurisdictional areas.

Additionally, Pampas Grass removal along 1,250 feet of the channel in nearby Kate O. Sessions Memorial Park will mitigate for permanent linear feet loss, which occurred primarily during Phase 1 emergency activities.

3.3 Ownership Status

The Project site is owned by La Jolla Alta Master Council, a local homeowner's association. An easement has been granted to the City to access the property for the restoration work and to maintain the drainage and infrastructure. Kate O. Sessions Memorial Park, which will be used for the off-site linear foot mitigation, is owned by the City of San Diego and overseen by the City's Park and Recreation Department Community Parks I Division. Community Parks I has given the applicant permission to perform the mitigation at the park (Bingham, 2011).

3.4 Existing Functions and Values of the Compensatory Mitigation Site

As described in Section 1.5, the existing functions and values of the compensatory mitigation site on-site are very low because of severe scour and erosion and the dominance of non-native, invasive plant species. Current functions of the drainage channel are limited to poorly functioning flood control, waste treatment/pollution interception, ground water recharge, and low quality habitat for wildlife and their local movement. The drainage channel is not functioning as a sediment trap, but is considered 'sediment starved' and deeply scoured banks are threatening the integrity of the adjacent slopes. The drainage channel and Alta La Jolla Canyon provide value in the form of aesthetics for adjacent homeowners, but do not provide food, fuel, timber/fiber production, or recreation as the area is fenced and not open to the public.

The existing functions of the off-site mitigation area, Kate O. Sessions Memorial Park, are relatively good. The on-site channel supports primarily native species, including a mix of Coastal Sage Scrub Species and Riparian species. With a high level of native cover, the drainage and the park as a whole provides moderate to high functioning habitat for wildlife, and the federally threatened California Gnatcatcher is known to occur in the area. The drainage exhibits low-levels of scour and little erosion. Because urban runoff enters the channel at its northern origin, the channel provides a flood control, waste treatment/pollution interception, and ground water recharge. The channel and Park provide excellent value in the form of aesthetics and recreation as this is a fairly large natural area in an otherwise highly developed region. The Park does not provide food, fuel, or timber/fiber production, as the area is a public park.

3.5 Jurisdictional Delineation

The jurisdictional delineation of Corps and CDFG jurisdictional waters on the Project site was performed by LDC in 2007 (see Figure 2) and the report was submitted to the Corps on September 12, 2007 for coverage under RGP 63. It has been agreed by the Corps and project applicant that compensatory mitigation be based on the habitat types and acreages delineated by LDC. The acreage calculations from the LDC report for the Corps and CDFG jurisdictional areas are used herein.

No Corps jurisdictional wetlands will be impacted as a result of this Project. Temporary loss of approximately 0.20 acres of jurisdictional waters will occur during Phase 2 earthwork activities to restore the severely incised drainage and tributary channels. Approximately 0.06 acres and 0.02 acres of jurisdictional waters will be permanently filled during Phase 1 and Phase 2, respectively, associated with diversion of flows into storm drain pipes to maintain slope and channel stability. A total of approximately 0.35 acres of jurisdictional waters (OWUS) will be restored as part of this Project with the reconstruction of the channel in Phase 2 (See Figure 3).

Table 3. Summary of Corps Jurisdictional OWUS, Project Impacts, and Compensatory Mitigation

Pre-construction OWUS	0.20 acres
Temporary Construction Loss of OWUS	0.20 acres
Permanent Construction Loss of OWUS	0.08 acres
Onsite OWUS Compensatory Mitigation	0.35 acres

3.6 Present and Proposed Uses of the Compensatory Mitigation Site and All Adjacent Areas

Present use of the compensatory mitigation area on-site is limited to access for maintenance and repair of sewer pipes and other infrastructure by City crews via a maintenance easement. The site is currently fenced and closed to any non-essential use. Proposed future use will likely be similarly limited.

Present use of the off-site compensatory mitigation area is exclusively passive recreation and habitat conservation. The site is owned by the City of San Diego Park and Recreation Department and is anticipated to be conserved in perpetuity.

3.7 Reference Sites

The drainage area immediately upstream of Alta La Jolla Drive will serve as a reference area to inform this compensatory mitigation and monitoring plan, but in fact, the mitigation area will be of higher quality after meeting the success criteria as it will be more diverse and provide greater function and value in the form of flood control, water quality benefits, coastal protection, sediment trapping, and wildlife habitat than adjacent upstream areas.

The undisturbed Diegan Coastal Sage Scrub that occurs on the slopes immediately to the east of the Project will be used as a reference site for the non-jurisdictional mitigation areas. The dominant species that occur in this habitat are included in the plant palette as well as several other species that commonly occur in Diegan Coastal Sage Scrub throughout coastal San Diego County. It is expected that following implementation of this mitigation plan, restored areas will be more species-rich and structurally diverse than the surrounding undisturbed habitats.

No reference site is proposed for the off-site linear foot mitigation at Kate O. Sessions Memorial Park, as the mitigation in this area is control of Pampas Grass rather than large-scale revegetation, planting, etc.

For areas that will serve as mitigation for project impacts, specific success criteria are outlined in Section 6.

4 Implementation Plan for the Compensatory Mitigation Site

4.1 *Rationale for Expecting Implementation Success*

The implementation of this compensatory mitigation and monitoring plan will be successful because critical factors such as site hydrology, soils, and plant species selection have been carefully designed, evaluated, and selected using the latest industry knowledge and is fully informed by current and historic conditions within Alta La Jolla canyon and other areas of the watershed. Success criteria have been selected that are robust, yet obtainable, and will result in a self-sustaining drainage supporting high quality native wildlife habitat.

Success of Pampas Grass control efforts is anticipated at Kate O. Sessions Memorial Park based on knowledge of the target species and based on the quality of adjacent habitat. Pampas Grass control has been performed throughout the region and success is well established. It is anticipated that at least two treatments (and in some cases three) will be necessary to eradicate the Pampas Grass.

4.2 *Responsible Parties*

The project team shall consist of a qualified restoration biologist, a revegetation contractor, a landscape architect or qualified engineer, a native plant nursery, and representatives of the City's Engineering & Capital Projects Department.

The restoration biologist shall have at least a bachelor's degree in botany, biology, ecology, or other related field and at least three years of successful mitigation/restoration project experience. The restoration biologist will work with the revegetation contractor to oversee, initial site preparation, hydroseeding and container plant installation, conduct qualitative and quantitative monitoring, provide professional expertise on maintenance and monitoring issues, help resolve problem areas, and submit required reports.

The revegetation contractor responsibilities include (but are not limited to) obtaining seed and container stock, installing temporary fencing around mitigation area, installation of the irrigation system, installing plantings and hydroseeding, routine and specific maintenance (e.g. irrigation system), trash removal, and coordinating with the restoration biologist to resolve problem areas.

The landscape architect or qualified engineer will be responsible for the preparation and further refinement of the irrigation plan based on the plans included here.

The project team should have mitigation/restoration experience in both wetland and upland habitats and have successfully completed restoration efforts for the Corps, City of San Diego, Caltrans, or other similar agency. All contractors shall use best professional practice to meet the goals of the compensatory mitigation plan.

4.3 Financial Assurances

The financial responsibility for implementation, maintenance, monitoring, and reporting requirements of this compensatory mitigation project rests solely with the project proponent of record, the City of San Diego Engineering & Capital Projects Department. Normally, pursuant to the City's Land Development Code 143.0152, a Covenant of Easement would be required to be placed on the mitigation area. However, because this is within an easement granted to the City per a settlement agreement, no such easement is needed. Also, performance bonds are typically required for mitigation projects, but because the applicant in this case is the City, no such bonds are required. However, the Engineering & Capital Projects Department may require performance bonds for contractors that are hired to execute this mitigation plan.

4.4 Schedule

Table 4. Compensatory Mitigation and Monitoring Schedule for On-Site Restoration

Milestone	Action
Within 90 Days of Grading Completion	--Install temporary, above-grade irrigation system --Install container plantings and hydroseed
30 Days after Plant Installation	--Biological monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed
Within 45 Days after Earthwork Completions and Plant Installation	Submit as-built drawings certified by professional engineer showing condition of compensatory mitigation to Corps.
60 Days after Plant Installation	--Biological monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed
90 Days after Plant Installation	--Biological monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed

Milestone	Action
120 days after Plant Installation	<ul style="list-style-type: none"> --Biological monitoring --Seed/re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed
6 months after Plant Installation	<ul style="list-style-type: none"> --Biological monitoring --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed
1 year after Plant Installation	<ul style="list-style-type: none"> --Biological Monitoring (incl. annual quantitative monitoring) --Seed/re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed -- Submit annual monitoring report to Corps and City of San Diego
25 Months after Plant Installation	<ul style="list-style-type: none"> --Biological Monitoring (incl. annual quantitative monitoring) --Seed/re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed
2 Years after Plant Installation	<ul style="list-style-type: none"> -- Submit annual monitoring report to Corps and City of San Diego
3 years after Plant Installation	<ul style="list-style-type: none"> --Biological Monitoring (incl. annual quantitative monitoring) --Re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair

Milestone	Action
	<ul style="list-style-type: none"> as needed --Monitor site for trash and vandalism; remove/repair as needed --Cease irrigation if deemed appropriate by the restoration biologist -- Submit annual monitoring report to Corps and City of San Diego
4 years after Plant Installation	<ul style="list-style-type: none"> --Biological Monitoring (incl. annual quantitative monitoring) --Re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed --Cease irrigation if deemed appropriate by the restoration biologist -- Submit annual monitoring report to Corps and City of San Diego
5 years after Plant Installation	<ul style="list-style-type: none"> --Biological Monitoring (incl. annual quantitative monitoring) --Re-plant as needed to achieve milestone --Submit biological monitoring report within 60 days of monitoring --Inspect plantings and adjust irrigation levels as needed based on weather conditions --Inspect area for invasives and control as necessary --Inspect plants for pests or disease; treat/replace as needed --Monitor irrigation system and erosion control measures; replace/repair as needed --Monitor site for trash and vandalism; remove/repair as needed -- Submit annual monitoring report to Corps and City of San Diego
Prior to Corps and City Approval of Mitigation Area	<ul style="list-style-type: none"> --Submit final report and notice of completion to Corps and City of San Diego --Remove temporary irrigation system

Table 5. Compensatory Mitigation and Monitoring Schedule for Off-Site Pampas Grass Treatment at Kate O. Sessions Memorial Park

Milestone	Action
Within 6 Months of Grading Completion	<ul style="list-style-type: none"> -Biological monitoring to quantify baseline Pampas Grass infestation prior to initial treatment -Treat Pampas Grass within mitigation area through application of appropriate herbicide, and/or manual removal
Within 1 Year of Initial Treatment	<ul style="list-style-type: none"> --Re-treat all Pampas Grass not completely killed from first treatment -Treat any new Pampas Grass Seedlings
Within 2 Years of Initial Treatment	<ul style="list-style-type: none"> --Re-treat all Pampas Grass not completely killed from first treatment -Treat any new Pampas Grass Seedlings _Biological monitoring to quantify treatment efficacy -Submit monitoring report to Corps

4.5 Site Preparation

Prior to installation of container plantings and hydroseeding on-site, a number of site preparations such as grading and recontouring must be performed to help ensure a properly functioning drainage and make the areas suitable for native plant revegetation.

Clearing/Grubbing and Grading/Recontouring

It is anticipated that most of the mitigation area will be cleared and graded as part of Phase 2 construction activities. The compensatory mitigation areas will be graded as shown on Figure 4, which, based on historic aerials, approximate pre-development conditions. In the base of the channel (approximately five-feet in width), approximately one-foot of locally-obtained cobble mixed with the sandy, coarse soil that occurs on-site shall be placed in the channel to prevent scour and to approximate natural conditions in nearby streams, including immediately upstream of the project (Photo 1). Further disturbance of the soil should be avoided unless deemed necessary by the restoration biologist. In areas where the soil may be severely compacted, the soil may be brushed or scratched with a hand rake to help prepare the soil for seeding.

Photograph 1. Photograph of channel located north of Alta La Jolla Drive and immediately upstream of Project site.



Site and Resource Protection

Prior to beginning the mitigation effort, the proposed planting areas should be clearly delineated and protected through installation of snow fencing or similar method and, if deemed necessary by the restoration biologist, posting of signage around the mitigation area.

The mitigation area should be thoroughly surveyed on foot to find and remove debris that may be present such as concrete pieces, pipe, barbed wire, and other large trash items. Removal of

these items will make the area safer to work in and contribute to the overall appearance and condition of the mitigation area.

Weed Control

The initial grading and recontouring activities will remove perennial, invasive weeds from the mitigation area, but if invasives remain adjacent to the on-site drainage, additional weed control will be necessary. The removal of exotic, invasive weeds within the mitigation area is an important component of this plan. Aggressive non-native, perennial species such as Pampas Grass (*Cortaderia* spp.), Tree Tobacco (*Nicotiana glauca*), Castor Bean (*Ricinus communis*), and Cyclops Acacia (*Acacia cyclops*) occur within or immediately adjacent to the drainage onsite. Annual, or biennial species such as Russian Thistle (*Salsola tragus*), Crown Daisy (*Chrysanthemum coronarium*), and others are present in disturbed upland areas onsite. These species should be eradicated and/or controlled within the mitigation areas. Competition from invasive, non-native plant species can be a serious problem in the establishment of native vegetation. Non-native species can out-compete native species, reduce diversity, and degrade habitat for wildlife. Controlling the spread and abundance of invasive species allows native species to become fully established in the mitigation areas and gain and maintain a competitive advantage over weeds. It is not anticipated, however, that all non-native species would be eradicated from the mitigation area as these species are ubiquitous within the canyon and in immediately surrounding areas, as well as throughout Southern California wild lands.

Weed control measures employed prior to the commencement of planting are the most effective method for control of invasive, non-native species. Following project completion and site preparation, if sufficient time for plant growth has occurred, the restoration biologist will identify invasive species that are in the mitigation area for removal. Then invasive species will be controlled as needed through the maintenance period, with a focus on invasive perennial species. Noxious weed species should be removed and/or treated, and disposed of according to the California Invasive Plant Council's (CalIPC) most recent guidelines.

Topsoil/Plant Salvage

Approximately 13,370 cubic yards of fill soil was imported during Phase 1 construction. Because of this, salvaging of topsoil is not recommended as it is not the native canyon soil and would not likely contribute to the success of the mitigation plan. Plant salvage is also not recommended as the construction footprint currently consists primarily of non-native species and young seedlings of Diegan Coastal Sage Scrub species resulting from the post-Phase 1 hydroseeding.

Fertilizer

The use of fertilizer is not recommended as part of this mitigation plan. Fertilization with nitrogen or phosphorous-based chemical fertilizers has been shown to favor exotic species over native plants in many sites throughout southern California (Grime and Hunt 1975; Grime 1978). The native species in our region have evolved under low nutrient conditions and fertilizer inputs may provide a competitive advantage to non-native species.

4.6 *Planting Plan*

The conceptual planting plan for the on-site mitigation areas includes container plants, hydroseeding, and “volunteer” native plant recolonization (Figure 4). The use of all of these methods is recommended and would likely achieve the goals of this mitigation plan expeditiously. Container plants and seeds should be procured from a native plant supplier, such as Tree of Life Nursery, Las Pilitas, or other local supplier. The plant materials should be ordered as soon as possible following approval of this mitigation plan to allow time to establish seeds and/or cuttings in one-gallon size containers.

Species Composition

Tables 5-10 provide a list of plants recommended for planting and seeding within discrete areas in the mitigation area. The planting palette and seed mixes are consistent with species that were observed in habitats within the canyon and are known to occur in coastal San Diego County. The tables list the dominant plant species to be used for container plantings and in the hydroseed mix. Plant species may be added or deleted from the list by the restoration biologist based on suitability to the mitigation areas or on a species commercial availability. For example, use of a plant species that consistently fails to germinate and/or grow within the mitigation areas may be discontinued and replaced with an appropriate species that is suitable to onsite conditions.

Please note, this plan has been written to be consistent with Section 142.0411 of the City’s Land Development Code that states that disturbed areas with a slope greater than 4:1 with a slope height over 15 feet shall require container stock consistent with Table 142-04F. Areas that meet these criteria will be planted with container stock a minimum rate of one tree/shrub (minimum 1-gallon size) for every 100 ft² of disturbed area and will be temporarily irrigated.

Pursuant to the City’s Landscape Standards (Section 4.2, Slope Revegetation Guidelines), “a minimum of 50% of total slope area shall be planted with deep rooting groundcovers, (i.e., those with a typical root depth of 5 feet or greater). For seeded plantings, at least 50 percent of the viable seed count shall be deep rooting species.”

The use of the recommended shrubs such as Lemonadeberry, Laurel Sumac, California Buckwheat, California Sagebrush, and other species in the planting palette have been included in part to achieve this standard.

Restored Drainage Channel Mitigation Container Plantings and Hydroseeding

The Project consists of a fully restored drainage channel bed and banks and a detention basin. The restored drainage channel will consist of a flat one-foot deep and four-foot wide bed with banks approximately eight-feet wide for a length of approximately 1,270 feet for a total of 0.68 acres of which approximately 0.35 acres (8 foot wide channel/banks X 1,270 linear feet) will meet Corps jurisdictional OWUS following achievement of the success criteria. Mitigation for impacts on 0.20 acres of Corps OWUS and 0.59 acres of CDFG wetlands will occur as mitigation as shown on Figure 4. Following implementation and achievement of the success criteria (see Section 6.1); the restored drainage channel will mitigate impacts on Corps OWUS and CDFG wetlands resulting from the Project.

The restored drainage channel and adjacent banks will be planted with 1-gallon container plantings of the species recommended in Table 6 and then hydroseeded with the seed mix in Table 7. The seed mix consists of riparian species such as Mulefat (*Baccharis salicifolia*), species that occur in transitional areas between riparian and upland areas such as Palmer's Sagewort (*Artemisia palmeri*), and drier, upland species such as Coast California Buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*). It is anticipated that species will germinate and grow in the most suitable ecological areas based on their habitat preferences. For example, riparian species such as Mulefat are likely to become established in the relatively wetter areas, whereas upland species like Coast California Buckwheat will dominate in drier areas along the restored banks.

Table 6. Restored Drainage Channel Mitigation Container Plant Palette

Scientific Name	Common Name	Approx. Total Quantity	Size	Approx. Spacing (on center)	Planting Notes
Riparian Species					
Overstory					
<i>Baccharis salicifolia</i>	Mulefat	160	1 gal	8'	Along channel edge
<i>Platanus racemosa</i>	Western Sycamore	10	5 gal	8'	Adjacent channel edge
<i>Salix lasiolepis</i>	Arroyo Willow	60	1 gal	8'	Along channel edge; near outfalls
Understory					
<i>Iva hayesiana</i>	San Diego Marsh Elder	50	1 gal	4-6'	Along channel edge
<i>Juncus acutus</i> ssp. <i>leopoldii</i>	Spiny Rush	50	1 gal	4-6'	Along channel edge
Transitional Species					
<i>Artemisia douglasiana</i>	Douglas' Mugwort	75	1 gal	4'	Along channel edge
<i>Artemisia palmeri</i>	Palmer's Sagewort	50	1 gal	4'	Along channel edge
<i>Muhlenbergia rigens</i>	Deergrass	50	1 gal	4'	Clustered along channel edge
<i>Rosa californica</i>	California Rose	20	1 gal	6'	Along channel edge
<i>Sambucus mexicana</i>	Elderberry	40	1 gal	10'	Along channel edge
Upland Species					
<i>Artemisia californica</i>	California Sagebrush	30	1 gal	4-6'	Cluster w/ <i>Eriogonum</i> and <i>Salvia</i>
<i>Encelia californica</i>	California Encelia	40	1 gal	4-6'	Scattered
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	50	1 gal	4-6'	Cluster w/ <i>Artemisia</i> and <i>Salvia</i>
<i>Baccharis sarothroides</i>	Broom Baccharis	30	1 gal	6'	Along channel edge
<i>Malosma laurina</i>	Laurel Sumac	20	1 gal	8'	Scattered
<i>Rhus integrifolia</i>	Lemonadeberry	20	1 gal	8'	Scattered
<i>Salvia mellifera</i>	Black Sage	30	1 gal	6'	w/ <i>Eriogonum</i> and <i>Artemisia</i>
Total		785			

Note: Species may be added or deleted from the palette or quantities adjusted by a qualified restoration biologist.

Table 7. Restored Drainage Channel Riparian-Upland Transitional Hydroseed Mix

Scientific Name	Common Name	Pounds Per Acre	Minimum Percent Purity/ Germination	Pounds Pure Live Seed (PLS) Per Acre
Riparian Species				
<i>Baccharis salicifolia</i>	Mulefat	2	30/40	0.24
Transitional Species				
<i>Ambrosia psilostachya</i>	Western Ragweed	2	2/30	0.01
<i>Artemisia palmeri</i>	Palmer's Sagewort	2	10/50	0.20
<i>Artemisia douglasiana</i>	Douglas Mugwort	2	10/50	0.10
<i>Sambucus mexicana</i>	Mexican Elderberry	1	90/30	0.27
Upland Species				
<i>Artemisia californica</i>	California sagebrush	2	15/50	0.15
<i>Baccharis pilularis</i>	Coyote Brush	2	15/50	0.15
<i>Deinandra fasciculata</i>	Fascicled Tarweed	3	10/25	0.08
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	5	10/65	0.33
<i>Isocoma menziesii</i> var. <i>menziesii</i>	Coastal Goldenbush	2	20/40	0.16
<i>Lotus scoparius</i> var. <i>scoparius</i>	Deerweed	3	90/60	1.62
<i>Nassella pulchra</i>	Purple Needlegrass	5	70/60	2.10
<i>Eschscholzia californica</i>	California Poppy	4	98/75	2.94
<i>Lasthenia californica</i>	California Goldfields	4	90/85	3.06
<i>Lupinus succulentus</i>	Arroyo Lupine	2	95/80	1.52
<i>Nassella pulchra</i>	Purple Needlegrass	6	70/60	2.52
<i>Sisyrinchium bellum</i>	Blue-eyed Grass	4	95/75	2.85
<i>Vulpia microstachys</i>	Fescue	6	90/80	4.32
Total		App. 57	--	App. 22.61

Note: Species may be added or deleted from the seed mix by a qualified restoration biologist.

Detention Basin Riparian-Upland Transitional Hydroseeding

Near the terminus of the restored drainage channel will be a detention basin (approximately 0.67 acres). The detention basin will be approximately 230 feet long and 95 feet wide with 2:1 slopes and a 2% internal slope. The detention basin will be hydroseeded with the seed mix in Table 8. The seed mix consists of riparian species such as Mulefat (*Baccharis salicifolia*), species that occur in transitional areas between riparian and upland areas such as Palmer's Sagewort (*Artemisia palmeri*), and drier, upland species such as Coast California Buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*). It is anticipated that species will germinate and grow in the most suitable ecological areas based on their habitat preferences. For example, riparian species such as Mulefat are likely to become established in the relatively wetter areas, whereas upland species like Coast California Buckwheat will dominate in drier areas on the slopes of the basin. Please note that vegetation in the detention basin will be pruned or removed by City maintenance crews during periodic maintenance and dredging activities to allow for proper drainage and functioning of the basin.

Table 8. Detention Basin Riparian-Upland Transitional Hydroseed Mix

Scientific Name	Common Name	Pounds Per Acre	Minimum Percent Purity/ Germination	Pounds Pure Live Seed (PLS) Per Acre
Riparian Species				
<i>Baccharis salicifolia</i>	Mulefat	2	30/40	0.24
Transitional Species				
<i>Artemisia palmeri</i>	Palmer's Sagewort	2	10/50	0.20
<i>Artemisia douglasiana</i>	Douglas Mugwort	2	10/50	0.10
<i>Sambucus mexicana</i>	Mexican Elderberry	1	90/30	0.27
Upland Species				
<i>Artemisia californica</i>	California sagebrush	2	15/50	0.15
<i>Baccharis pilularis</i>	Coyote Brush	2	15/50	0.15
<i>Deinandra fasciculata</i>	Fascicled Tarweed	3	10/25	0.08
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	5	10/65	0.33
<i>Isocoma menziesii</i> var. <i>menziesii</i>	Coastal Goldenbush	2	20/40	0.16
<i>Lotus scoparius</i> var. <i>scoparius</i>	Deerweed	3	90/60	1.62
<i>Nassella pulchra</i>	Purple Needlegrass	5	70/60	2.10
<i>Eschscholzia californica</i>	California Poppy	4	98/75	2.94
<i>Lasthenia californica</i>	California Goldfields	4	90/85	3.06
<i>Lupinus succulentus</i>	Arroyo Lupine	2	95/80	1.52
<i>Nassella pulchra</i>	Purple Needlegrass	6	70/60	2.52
<i>Sisyrinchium bellum</i>	Blue-eyed Grass	4	95/75	2.85
<i>Vulpia microstachys</i>	Fescue	6	90/80	4.32
Total		Approx. 55	--	Approx. 22.61

Note: Species may be added or deleted from the seed mix by a qualified restoration biologist.

Upland Mitigation Container Plantings and Hydroseeding

Mitigation for impacts on 1.82 acres of Diegan Coastal Sage Scrub and 1.25 acres of Non-native Grassland will occur as mitigation inside the MHPA as shown on Figure 5. This area is approximately 2.60 acres and does not include areas that will be maintenance roads (0.32 acres within MHPA). The 2.60 acres of mitigation will fully offset project impacts on these sensitive habitats. The mitigation area will be planted with 1-gallon container plantings of the species recommended in Table 9 and then hydroseeded with the seed mix in Table 10.

Steep Slope Erosion Control Container Plantings and Hydroseeding

Non-jurisdictional areas that will be disturbed by Project activities that will not be used as mitigation must be revegetated for the purposes of erosion control and to prevent the creation of favorable conditions for invasive species colonization. Portions of these areas are steep slopes (greater than 4:1 slopes for more than 15 feet). As such, these areas will be planted with container plants as outlined in Table 9 and hydroseeded with the Diegan Coastal Sage Scrub hydroseed mixture described in Table 10.

Table 9. Diegan Coastal Sage Scrub Container Plant Palette

Scientific Name	Common Name	Approx. Quantity /Acre	Size	Approx. Spacing (on center)	Notes
<i>Artemisia californica</i>	California Sagebrush	125	1 gal	4-6'	Cluster w/ <i>Eriogonum</i> and <i>Salvia</i>
<i>Encelia californica</i>	California Encelia	50	1 gal	4'	
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	150	1 gal	4-6'	Cluster w/ <i>Artemisia</i> and <i>Salvia</i>
<i>Baccharis sarothroides</i>	Broom Baccharis	55	1 gal	4-6'	Cluster
<i>Salvia mellifera</i>	Black Sage	60	1 gal	4-6'	w/ <i>Eriogonum</i> and <i>Artemisia</i>
<i>Salvia apiana</i>	White Sage	50	1 gal	4-6'	
<i>Malosma laurina</i>	Laurel Sumac	20	1 gal	12'	Scattered
<i>Rhus integrifolia</i>	Lemonadeberry	20	1 gal	12'	Scattered
<i>Lotus scoparius</i> var. <i>scoparius</i>	Deerweed	40	1 gal	4'	
<i>Corethrogyne filaginifolia</i>	Sand Aster	40	1 gal	4'	Scattered
<i>Nassella pulchra</i>	Purple Needlegrass	40	2" plug	2'	
Total		650			

Note: Species may be added or deleted from the palette and quantities adjusted by a qualified restoration biologist.

Table 10. Diegan Coastal Sage Scrub Hydroseed Mix

Scientific Name	Common Name	Pounds Per Acre	Minimum Percent Purity/ Germination	Pounds Pure Live Seed (PLS) Per Acre
Herbs				
<i>Eschscholzia californica</i>	California Poppy	6	98/75	4.41
<i>Lasthenia californica</i>	California Goldfields	4	90/85	3.06
<i>Lupinus succulentus</i>	Arroyo Lupine	2	95/80	1.52
<i>Nassella pulchra</i>	Purple Needlegrass	8	70/60	3.36
<i>Sisyrinchium bellum</i>	Blue-eyed Grass	6	95/75	4.28
<i>Vulpia microstachys</i>	Fescue	6	90/80	4.32
Shrubs				
<i>Artemisia californica</i>	California Sagebrush	2	15/50	0.15
<i>Baccharis pilularis</i>	Coyote Brush	2	15/50	0.15
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	5	10/65	0.33
<i>Isocoma menziesii</i> var. <i>menziesii</i>	Coastal Goldenbush	2	20/40	0.16
<i>Lotus scoparius</i> var. <i>scoparius</i>	Deerweed	3	90/60	1.62
<i>Viguiera laciniata</i>	San Diego sunflower	5	40/50	1.00
Total		51	--	24.36

Note: Species may be added or deleted from the seed mix by a qualified restoration biologist.

Maintenance Road Hydroseeding

The maintenance roads will be planted with a low-growing mix of native species that commonly occur in Diegan Coastal Sage Scrub as shown in Table 11. This table was developed based on discussions with the City's Metropolitan Wastewater Department (Balo, 2009), which has numerous maintenance roads throughout City open space areas. The City uses a master list of appropriate species then tailor the list to suit the particular area in which the planting will occur, i.e., use species from the master list that occur or would likely naturally occur in the immediate area, and add other low growing (< 3 feet) species native to the area as needed to create an appropriate palette.

Table 11. Erosion Control Hydroseed Mix for Maintenance Roads

Scientific Name	Common Name	Pounds Per Acre	Minimum Percent Purity/ Germination	Pounds Pure Live Seed (PLS) Per Acre
Herbs				
<i>Ambrosia psilostachya</i>	Western Ragweed	3	10/25	0.08
<i>Deinandra fasciculata</i>	Common Tarweed	3	10/25	0.08
<i>Eriophyllum confertiflorum</i> var. <i>confertiflorum</i>	Golden Yarrow	4	10/25	0.10
<i>Eschscholzia californica</i>	California Poppy	6	98/75	4.41
<i>Lasthenia californica</i>	California Goldfields	4	90/85	3.06
<i>Lupinus succulentus</i>	Arroyo Lupine	2	95/80	1.52
<i>Nassella pulchra</i>	Purple Needlegrass	6	70/60	2.52
<i>Sisyrinchium bellum</i>	Blue-eyed Grass	6	95/75	4.28
<i>Vulpia microstachys</i>	Fescue	6	90/80	4.32
Shubs (low-growing)				
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Coast California Buckwheat	5	10/65	0.33
<i>Lotus scoparius</i> var. <i>scoparius</i>	Deerweed	3	90/60	1.62
Total		48	--	22.40

Note: Species may be added or deleted from the seed mix by a qualified restoration biologist.

Erosion Control/Diegan Coastal Sage Scrub Hydroseeding

With the exception of the restored drainage channel, detention basin, upland mitigation area, steep slopes, and maintenance roads, all areas of the project that were impacted during Project construction will be hydroseeded with Diegan Coastal Sage Scrub hydroseed mix specified in Table 6. The seed mix consists of a combination of quick germinating herbaceous species to provide immediate erosion control and deeper rooted woody shrubs for restoring sensitive Diegan Coastal Sage Scrub habitat. Most areas (approximately 77%) within the Project footprint that will be hydroseeded with this seed mixture currently support non-native plant communities such as Ruderal and Ornamental vegetation and hydroseeding with native Diegan Coastal Sage Scrub species will contribute to a net increase in this habitat within the canyon.

Plant Arrangement/Design

In general, plant material should be clustered and distributed to emulate the natural structure and diversity of the habitat being restored and not planted in rows. Except as otherwise specified or directed by the restoration biologist, each species should be located where favorable

conditions are present and in a manner similar to natural plant distribution rather than attempting to achieve even cover across the site. As much as possible, plant species should be placed where they have the highest potential to thrive based on their known habitat preferences. The mature size of each species and their normal distribution and associations in nature should be considered.

Planting Procedure

Container plantings shall be installed first, followed by application of hydroseed. For container plantings, a hole as deep and twice as wide as each container should be dug then filled with water. Once drained, the container plant should be installed and then the hole should be back-filled. Immediately after installation, the plant should be thoroughly watered to settle the disturbed soil and eliminate air pockets. The entire planting operation should be completed quickly and without interruption. Staking of trees should not occur. On some small plants, stones may be used, if effective, to support the plant. Other standard planting practices and procedures should be used by the revegetation contractor to help ensure successful plant installation.

After container plantings are installed, hydroseed shall be applied pursuant to the following City Landscape Standards hydroseeding procedures:

- Seed mixes shall be specified by the pure live seed of each species.
- Fiber mulch shall be applied at a minimum rate of 2,000 pounds per acre except when used in conjunction with straw mulch, when it shall be applied at a minimum rate of 400 pounds per acre.
- A wetting agent consisting of 95% alkyl polyethylene glycol ether shall be applied as per manufacturer's recommendations.
- Equipment used for the application of hydroseed slurry shall have a built-in agitation system to suspend and homogeneously mix the slurry. The slurry mix shall be dyed green, and the equipment must have a pump capable of applying the slurry uniformly.
- Graded, disturbed, or eroded areas to be treated with non-irrigated hydroseed mix shall receive an interim binder/tackifier as needed between April 2nd and September 30th for dust-erosion control, with subsequent application of hydroseed mix during the rainy season between October 1st and April 1st.
- Graded, disturbed, or eroded areas that will not be permanently paved, covered, by structure, or planted for a period over 90 calendar days shall be temporarily revegetated with a non-irrigated hydroseed mix, ground cover, or equivalent material. Temporary irrigation systems may be used to establish the vegetation.

Timing of Plant Installation

All planting operations and hydroseeding applications shall be performed and completed within 90 days of Project completion, and if possible should be completed within the 30-day period following the onset of winter rains to take advantage of early season precipitation. Planting early in the wet season allows for sufficient root growth before the hotter, drier

conditions of summer. Avoid planting during extreme dry, hot weather unless sufficient irrigation is provided.

4.7 Irrigation Plan

The purpose of using irrigation water is to help ensure establishment of container plants and trigger germination of seeded species. Irrigation should be provided as required for proper germination, development, and maintenance of the vegetation during the initial stages of the mitigation process. A temporary overhead irrigation system (or other suitable irrigation method) will be installed in the City's MHPA upland mitigation area and restored drainage channel mitigation areas only prior to installing container plants and hydroseeding. A permit level temporary irrigation plan has been prepared by the project engineer in accordance with the City of San Diego's Landscape Standards Section II. This information is shown on Figure 4. The water source for the temporary irrigation system will be a fire hydrant along Alta La Jolla Drive immediately north of the project site. The irrigation system to be installed by the contractor must conform to City Landscape Standards specifications, as described in Sections 2.3 and 2.4 of that document, where applicable.

The hydroseed mix used for the project must include a wetting agent consisting of 95 percent alkyl polyethylene glycol ether and be applied per manufacturer's recommendations. This will provide initial irrigation of the seeded areas.

A temporary, overhead irrigation will be installed prior to planting of container plants and seeding. Irrigation should occur during early morning hours and/or evening hours to avoid excess moisture loss. During the first two weeks, watering should occur each day. Following that, irrigation should occur at least twice weekly for the next several months and adjusted based on local precipitation levels and site and soil conditions. There should be enough water present at all times to sustain healthy plant growth, but excessive irrigation should be avoided to prevent disease, discourage excessive weed growth, and minimize the loss of nutrients through leeching. Following initial plant establishment, watering should be less frequent and avoided, when possible. The irrigation schedule should attempt to mimic wet rainfall years through the use of periodic, deep applications of water. A deep soaking of the soil will help promote root development and will enhance survivorship and growth of container plantings and seedlings. The critical period for irrigation is during the first winter and spring following installation of container plants and seeding. The amount of water and length of irrigation should be determined by the restoration biologist based on local weather conditions, soil percolation, and other environmental variables. Typically, supplemental irrigation is significantly reduced or phased out after the third growing season.

Alternative methods of temporary irrigation may be used if necessary upon agreement of the City and the restoration biologist. Other methods may include use of a water truck and/or hand watering, use of a water tank(s) with a drip irrigation system, or other suitable method to provide sufficient irrigation for growth and development of container plantings and seeds.

4.8 *As-Built Conditions*

As-built drawing(s) showing the condition of the on-site compensatory mitigation site will be certified by a professional engineer and submitted to the Corps within 45 days of fully implementing the compensatory mitigation.

5 Maintenance Activities During the Monitoring Period

5.1 *On-Site Maintenance Activities*

Maintenance activities are proposed within the on-site restored drainage channel in order to ensure long-term success of the restoration plan. Because on-site mitigation consists of two distinct components; full mitigation for impacts on sensitive habitats and revegetation for erosion control per City standards, the Maintenance Program will consist of two different approaches as follows:

Mitigation Area Maintenance Program

Upland and Restored Drainage Channel Mitigation for Impacts on Sensitive Habitats

- Container Plantings and Hydroseeding
- Temporary Irrigation
- 120-Day Plant Establishment Period
- Five-Year Maintenance Period

During the first 120 days after container plant installation and hydroseeding, the focus of the mitigation effort will be on establishing healthy plantings and replacing them if necessary, controlling erosion, weeding, and ensuring that the irrigation system in the mitigation areas is functioning properly and providing optimal moisture level for healthy plant growth. General maintenance activities should include, but not be limited to, inspection and replacement of dead or unhealthy plant materials, inspection and remediation of irrigation problems, pest management, prevention of vandalism, erosion control, and site protection.

Following plant establishment, activities within the mitigation area will focus on basic maintenance, qualitative and quantitative monitoring, and reporting throughout the remainder of the five-year period. Further details are provided in Tables 12 and 13.

Erosion Control Areas Maintenance Program

Steep Slope Container Plantings and Hydroseeding;

- Container Plantings and Hydroseeding
- Temporary Irrigation
- 120-Day Plant Establishment Period
- 25 Month Maintenance Period

Erosion Control Hydroseeding of Detention Basin, Maintenance Roads, and Disturbed Areas

- Hydroseeding Only
- No-Temporary Irrigation
- 120-Day Plant Establishment Period
- 25 Month Maintenance Period

During the first 120 days after plant installation and hydroseeding, the focus of the revegetation effort will be on assessing container plant survival, seed germination and growth, and controlling erosion. General maintenance activities should include, but not be limited to, removing perennial invasive weeds, pest management, prevention of vandalism, erosion control, and site protection.

Following plant establishment, activities within the revegetation area will focus on basic maintenance, qualitative monitoring, and reporting throughout the remainder of the two-year period. Further details are provided in Table 13.

Weed Control

As stated previously, weed removal and control is a critical factor in the success of the mitigation program. Weedy, non-native vegetation will be controlled as necessary to prevent adverse competition with the mitigation plantings and hydroseeding. Species that occur within the canyon that will be controlled include (but are not limited to), the perennial species Pampas Grass (*Cortaderia* spp.), Tree Tobacco (*Nicotiana glauca*), Castor Bean (*Ricinus communis*), Cyclops Acacia (*Acacia cyclops*), and Peruvian Pepper (*Schinus molle*) and annual/biennial species Russian Thistle (*Salsola tragus*), Crown Daisy (*Chrysanthemum coronarium*), and Black Mustard (*Brassica nigra*). Perennial invasive species will be excluded from the mitigation area and annual weeds should be controlled to allow native species to thrive and dominate, but are not expected to be extirpated from the mitigation area. In addition, all the species listed in Table 1 'Prohibited Species' of the City's Landscape Standards will also be eradicated from the mitigation site. Additional weedy species to be removed may also be identified by the restoration biologist.

Weeding shall be performed on-site by the revegetation contractor monthly during the 120-day plant establishment period following installation. For the remainder of year one, weeding should occur as needed based on the recommendation of the restoration biologist and data obtained during biological monitoring at six months and one year following installation. Weeding will then likely occur semi-annually for the duration of the maintenance and monitoring period. Weeding can be done by mechanical removal and/or the use of herbicide. Herbicides should be used at the discretion of the restoration biologist to control troublesome species. The use of herbicide should be conducted by a licensed revegetation contractor using herbicides that are safe and approved for general use.

Horticultural Treatments

No pruning will be required of the installed plants. If deemed necessary by the restoration biologist, mulch may be installed to increase moisture retention around plantings on an as-needed basis. Plants should be checked for disease during biological monitoring activities

(monthly during 120-day plant establishment period, then at six months, then annually), and diseased plants shall be treated or replaced by the revegetation contractor.

Erosion Control

Standard erosion control BMPs will be in place during construction activities per the Project's Stormwater Pollution Prevention Plan (SWPPP). Once the grading contractor has completed their site preparation and erosion control responsibilities, the revegetation, or other appropriate contractor, will be responsible for erosion control per the project's SWPPP and other requirements identified by the restoration biologist. Erosion control materials typically consist of, but are not limited to, silt fencing, straw wattles, sand bags, and use of a hydroseeding. Once site preparation is completed, the silt fence, straw wattles, etc. should be installed and then the appropriate areas hydroseeded. In areas receiving container plants, hydroseed should be applied following installation of all plants. All straw must be free of weed seeds to avoid further introduction of non-native species to the mitigation area. Erosion control measures will be checked monthly during the 120-day plant establishment period, then at six months, then at least annually for the duration of the monitoring period. Any vandalized or non-functioning erosion control features shall be immediately replaced or repaired as needed by the revegetation contractor.

Replacement Planting and Re-Seeding

As needed based on biological monitoring assessments, plantings will be replaced or re-seeded by the revegetation contractor in accordance with the procedures outlined in Section 6. Visual inspections conducted by the restoration biologist will be used to determine plant survivorship. Any losses of container stock within 120 days of installation will be replaced in-kind by the revegetation contractor. After 120 days, any losses in excess of 10 percent for the first year will be replaced in-kind by the revegetation contractor unless it has been determined by the restoration biologist that use of another species and/or stock size would better achieve the mitigation goals. Thereafter, plant materials will be checked as part of the monitoring program presented in Table 4.

Section 6 provides a detailed list of the mitigation success for revegetation in non-mitigation areas. In summary, Year 1 container stock survivorship shall be 90%. Replacement plantings and reseeded will be done by the revegetation contractor in years 2 and 3 as necessary to achieve an acceptable survival rate (see Section 6.1 for full success criteria). Remedial measures for plantings and hydroseeding within the mitigation area should be finalized by the end of Year 3 because problem issues and areas should be addressed and resolved through adaptive management in years 1-3. If a significant number of plants are still failing at the end of Year 3, remedial measures other than replacement planting and seeding should be considered and implemented to resolve the issue(s).

Site Protection & Signage; Trash & Debris Removal; and Vandalism

The revegetation contractor is responsible for maintaining site protection and signage, trash and debris removal, and prevention of vandalism. Issues such as off-road vehicle activity, destruction of plant material or irrigation system, or illegal trash dumping would be handled by the revegetation contractor in coordination with representatives of the City's Engineering &

Capital Projects Department and the restoration biologist. Corrective and preventative actions could include additional fencing, placement of other barriers, and posting of signs that designate the site as a habitat mitigation area. Site protection and trash removal should be performed more frequently immediately after plant installation (i.e., monthly during the 120-day plant establishment period following installation), then again at six months, then annually for the remainder of the five-year maintenance period. All required landscape areas shall be maintained free of debris and litter. No significant site protection issues are anticipated as the site is currently fenced and not easily accessible.

Pest Management

The revegetation contractor will be responsible for pest management under the direction of the restoration biologist. All plantings will be checked monthly during the 120-day plant establishment period, then at six months, then annually for the duration of the monitoring period. Any pest-infested plants shall be immediately treated or replaced as needed by the revegetation contractor.

Irrigation Maintenance

The revegetation contractor will be responsible for irrigation maintenance. The irrigation system will be checked monthly during the 120-day plant establishment period, then at six months, then annually for the duration of the monitoring period. Any vandalized or malfunctioning irrigation equipment shall be immediately replaced or repaired as needed by the revegetation contractor.

Additional Maintenance

The mitigation areas will be maintained during the monitoring period by the revegetation contractor under the guidance of the restoration biologist. The restoration biologist will be responsible for monitoring site conditions, identifying issues or problems, coordinating with the revegetation contractor for remediation, and verifying that remedial measures have been implemented. The revegetation contractor will maintain the irrigation system, mend fencing and perform general maintenance to the mitigation areas during the monitoring period.

The revegetation contractor will perform the maintenance activities and replacement planting procedures during the monitoring period as discussed above. In addition, maintenance of the mitigation area may be required after high channel flows. As with any newly graded and planted channel, full establishment of vegetation will occur over time. Any storm event that produces erosive velocities could have the potential to damage plantings that are not fully established, and therefore plant maintenance after these types of storm events may be required.

5.1.2 Off-Site Linear Feet Mitigation Area Maintenance Activities

Primary compensation for project impacts will occur on-site; however, to mitigate for permanent loss of 1,250 linear feet of channel, Pampas Grass control will be performed in nearby Kate O. Sessions Memorial Park. As discussed previously, there are considerable patches of Pampas Grass invasion in the park drainage. As part of this Project's mitigation, the Pampas Grass will be sprayed with an appropriate herbicide, ideally between November and July.

Pampas grass is a tillering grass, which means it is a collection of blades attached to distinct root segments. As such, care will be taken to ensure that each leaf blade is sprayed. This is difficult since blades are often clustered tightly together. Thus, foliage will be sprayed and after initial treatment, the area will be re-visited within one year and any live leaf blades will be re-sprayed. At this time, the area will also be re-surveyed for new Pampas Grass seedlings, and any seedlings will be treated. If seedlings are very small, they may be hand-pulled; otherwise they will be treated with herbicide. Then, the area will be re-surveyed again within two years of initial treatment to ensure that all Pampas Grass is controlled in the area. The plants will be left in place post-treatment. This is the common practice on City of San Diego lands as the material tends to dry and decompose relatively quickly, and removal can be costly and can adversely impact adjacent native habitat areas. Pampas Grass seed is typically viable for approximately six months, so this treatment regimen is anticipated to extirpate the on-site population (Kelly, 2011).

5.2 Responsible Parties

As stated in the subsections of Section 5.0 above, the revegetation contractor will be the primary responsible party for maintaining the compensatory mitigation site with input from the restoration biologist and City's Engineering and Capital Projects Department.

5.3 Schedule

For the complete schedule of mitigation activities, please see Table 4 in Section 4.0.

6 Monitoring Plan for the Compensatory Mitigation Site

6.1 Performance Standards for Target Dates and Success Criteria

Mitigation success criteria are outlined in Tables 12 and 13 with additional criteria for non-mitigation (revegetation only) areas shown in Table 14. Success criteria have been established for each component of the mitigation effort. For areas that will serve as mitigation for project impacts, the final success criterion is at least 80% cover of native species at the end of the mitigation process. This success criteria applies to areas outside the main channel of water conveyance, which is not expected to support dense vegetative cover due to the cobbly nature of the channel bottom and stream meander, much like similar nearby streams. Upland success criteria are included herein for informational purposes only and are required pursuant to City of San Diego regulations. Please note that the City of San Diego regulatory requirements for the project are 100% coverage of erosion control areas within 25 months.

Table 12. Restored Drainage Channel Mitigation Success Criteria and Maintenance Actions

Milestone	Assessment Criteria	Maintenance Action
120 days	Planting and hydroseeding to achieve 50% overall cover and 90% survivorship of container plantings (excluding main channel area†). 0% cover of perennial invasive species; No more than 25% cover of annual invasive plants*	Replace unhealthy or dead container plants; Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed
1 year	90% survival of container plants; Native plant cover of at least 40% (excluding main channel area†); 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Replace unhealthy or dead container plants; Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed
2 years	Native plant cover of at least 50% (excluding main channel area†); 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed
3 years	Native plant cover of at least 60% (excluding main channel area†); 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed
4 years	Native plant cover of at least 70% (excluding main channel area†); 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed
5 years	Native plant cover of at least 80% (excluding natural openings within the main channel area†); 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed

*Invasive annual plants include any species listed in the City's Landscape Standards Table 1 'Prohibited Species' or listed as having a 'high negative ecological effect on California wildlands' by the California Invasive Plant Council (CalIPC 2009).

† Please note that the main stream channel area is expected to lack dense vegetative cover due to the cobbly substrate, stream meander, and erosive force of water that may preclude dense vegetation from establishing in this area (similar to nearby natural streams). As such, a quantitative assessment criterion is not appropriate for this area. A qualitative assessment should be used to assess the health of the main channel and perennial invasive plant species shall be excluded from this area throughout the restoration period.

Table 13. Upland Mitigation Success Criteria and Maintenance Actions

Milestone	Assessment Criteria	Maintenance Action
120 days	Planting and hydroseeding to achieve 50% overall cover and 90% survivorship of container plantings. 0% cover of perennial invasive plants, no more than 25% cover of invasive annual plants*	Replace unhealthy or dead container plants; Provide supplemental water if needed; Repair /address erosion control as needed Weeding and maintenance as necessary.
1 year	70% survival of container plants; Native cover of 30%; 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*; Minimize erosion	Replace unhealthy or dead container plants; Provide supplemental water if needed; Increase weed/exotics control; Repair /address erosion control as needed Weeding and maintenance as necessary.
2 years	Native cover of 40% 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*; Minimize erosion	Provide supplemental water if needed; Repair /address erosion control as needed Weeding and maintenance as necessary.
3 years	Native cover of 60% 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*; All planting should be completed; irrigation terminated at end of year 3, if practicable; Minimize erosion	Provide supplemental water if needed; Repair /address erosion control as needed Weeding and maintenance as necessary.
4 years	Native cover of at least 70%; 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*; Minimize erosion	Provide supplemental water if needed; Repair /address erosion control as needed Weeding and maintenance as necessary..
5 years	Native plant cover of at least 80%; 0% cover of perennial invasive plants; No more than 20% cover of annual invasive plants*	Provide supplemental water if needed; Repair /address erosion control as needed Weeding and maintenance as necessary.

*Invasive annual plants include any species listed in the City's Landscape Standards Table 1 'Prohibited Species' or listed as having a 'high negative ecological effect on California wildlands' by the California Invasive Plant Council (CalIPC 2009).

Table 14. Success Criteria and Maintenance Actions for Steep Slope Erosion Control Areas and Areas Receiving Erosion Control Hydroseed (Detention Basin, Maintenance Roads, Disturbed Areas) Only

Milestone	Assessment Criteria	Maintenance Action
120 days	Plant cover of approximately 50% (visual estimate by restoration biologist); 0% cover of perennial invasive plants.	Reseed if necessary based on poor germination or development of seeded species; Provide supplemental water if deemed necessary by restoration biologist; Increase weed/exotics control; Repair /address erosion control as needed
1 year	Plant cover of approximately 80% (visual estimate by restoration biologist); 0% cover of perennial invasive plants.	Provide supplemental water if deemed necessary by restoration biologist; Increase weed/exotics control; Repair /address erosion control as needed
25 Months	Plant cover of approximately 100% (visual estimate by restoration biologist); 0% cover of perennial invasive plants.	Provide supplemental water if deemed necessary by restoration biologist; Increase weed/exotics control; Repair/address erosion control as needed

6.2 Target Functions and Values

The target functions and values for the on-site mitigation areas are as follows:

- Greatly Improved **Flood Control** Over Current Conditions
- Vastly Improved **Waste Treatment/Pollution Interception** Through Restored Drainage Channel and Detention Basin
- Improved **Coastal Protection** Through Water Quality Benefit of the Restored Drainage Channel and Detention Basin
- Greater **Ground Water Recharge** Through Improved Infiltration
- Improved **Sediment Traps** Through Reduced Scour and Erosion
- Higher Quality **Habitat for Wildlife** Through Created and Restored Native Habitat
- Improved **Aesthetics** Through Creation and Restoration of Native Habitat

The target functions and values for the off-site linear foot mitigation area is as follows:

- Higher Quality **Habitat for Wildlife** Through Created and Restored Native Habitat
- Improved **Recreation, Aesthetics, Education** Through Restoration of Native Habitat

As stated earlier, the basin is designed to capture all non-storm water flows and will treat as much of the 85th percentile storm (0.5 inches) as possible. Also, the detention basin will improve flood control by attenuating the increase in the 100-year flood peak due to development. Both of these factors will provide downstream benefits to the Pacific Ocean by improved water quality and reduction of excess sedimentation. In addition, the basin will be planted with riparian-upland transitional hydroseed mix to provide quality native habitat.

Habitat for wildlife on-site will be lost temporarily, but will grow rapidly from seeds and container plantings. To be consistent with existing native habitats in the canyon and surrounding areas, the drainage channel and adjacent uplands will be revegetated with a structurally and species

diverse plant palette. Upon meeting the success criteria, this restored habitat will have higher function and value because these areas will not support perennial invasive species and will be of higher species diversity.

The value of the on-site restored areas will likely still be limited to aesthetics, but will be greatly enhanced as Alta La Jolla Canyon will support a properly functioning drainage with higher quality native habitat following achievement of the success criteria.

6.3 Target Hydrological Regime

Prior to creation of this plan, a hydrologic study of the Project area was conducted by Geosyntec (2010). This study was used in the design of the weir structure that will divert unnaturally high stormwater flows in the Project area. With this diversion, the hydrology of the restored channel will be returned to approximate pre-development flow volume, duration, and rates. The long-term stability of the restored channel will thus be improved because low or non-storm water flows (flows up to approximately 0.30 cubic feet per second [cfs]) and high erosive flows (runoff rates between 20 percent of the 5-year pre-development event and the 10-year pre-development event) will be diverted to the 36-inch/42-inch RCP and detention basin. This innovative design will balance water quality and channel stability methodologies to maximize treatment and long-term channel stability.

The restored natural channel will be designed to match its pre-developed slope and geometry, as determined by historic topographic maps, and will create channel conditions (velocities, shear stresses, etc.) that mimic pre-development hydraulics to the extent possible. The restored drainage channel will consist of a flat one-foot deep and four-foot wide natural (soil) bed, with natural banks approximately eight-feet wide, for a length of approximately 1,270 feet for a total of 0.68 acres. Within this restored channel, flows will meander naturally within the channel banks free of berms, channelization and man-made constraints. The new channel will restore 0.35 acres (1,270 LF) of Corps jurisdictional OWUS. (Figure 3). The jurisdictional area is calculated based on an approximately 1/2-foot deep, four-foot wide channel, with approximately 4-foot banks on each side (approximately 1-year frequency storm event). The restored channel will be designed to receive flows to support vegetation similar to pre-development conditions (i.e., drought tolerant vegetation or vegetation that does not establish as a result of non-storm water flows).

An approximately 0.67 acre detention basin will be constructed in the southern portion of the site (Figure 3). The detention basin will be designed to capture all non-storm water flows and treat as much of the 85th percentile storm (0.5"), as possible and will help attenuate the increase in the 100-year flood peak due to development. The detention basin is designed to drain within 48 hours to avoid vector control issues (i.e. mosquito breeding).

Based on this hydrologic regime, riparian plant species were selected for planting within and immediately adjacent to the channel, with transitional species along the channel and higher up on the banks. Although historically a ephemeral drainage with little or no riparian vegetation, this plan proposes some riparian plantings because improved channel stability should allow for water to move through the drainage, infiltrate, and be used by riparian plant species rather than

produce severe scour and erosion as is currently the case. Riparian plantings will be placed in areas most likely to support them such as near the end of drainage outfalls and meanders in the drainage where water velocity typically slows. Transitional and upland plantings along the drainage buffer are expected to thrive as they are consistent with the flora currently present in the canyon or known to inhabit stream banks and adjacent areas in coastal San Diego.

Please see the *Alta La Jolla Drive Drainage Repair Project, Phase 2, Hydrology and Hydraulic Study* (Geosyntec, 2010) that was submitted as part of the Section 404 application package for additional information and supporting models.

6.4 Target Jurisdictional and Non-Jurisdictional Acreages to be Restored

Table 15 summarizes the target jurisdictional and non-jurisdictional acreages to be restored as part of the compensatory mitigation.

Table 15. Summary of Target Jurisdictional and Non-Jurisdictional Acreages to be Restored

Jurisdictional Acreage	0.35 acres of OWUS (plus 0.33 acres of transitional buffer)
Jurisdictional Linear Feet	On-site restoration of Phase 2 linear feet; 1,250 of off-site invasives removal for mitigation of linear feet loss
Non-jurisdictional Acreage	2.60 acres of Diegan Coastal Sage Scrub

6.5 Monitoring Methods

A monitoring program spanning five years (or until all success criteria have been met) will be conducted by the restoration biologist. The monitoring program is intended to document the progress of the mitigation effort as well as to fulfill Project mitigation requirements. The primary goals of the monitoring program have been designed to gather information on the success of plant establishment and to recommend any remedial actions. The performance standards outlined herein have been developed based on the Corps' *Final Mitigation Guidelines and Monitoring Requirements* (2004) and the City of San Diego's Biology Guidelines and Landscape Standard regulations.

If a performance criterion is not met for all or a portion of the mitigation areas in any year, or if the final success criteria are not met, the permittee shall prepare an analysis of the cause(s) of failure and, if determined necessary by the City, propose remedial action for approval. If the mitigation site has not met the performance standards, the responsible party's maintenance and monitoring obligations shall continue until the Corps and the City's Development Services Department and MSCP Section give final project confirmation.

Qualitative Monitoring Procedures

Qualitative monitoring of the mitigation areas will be conducted by the restoration biologist. Qualitative monitoring will consist of establishing photo documentation points throughout the

mitigation area to document site conditions through time and a visual estimation of plant cover within the hydroseed areas.

Fixed photo points (number of points to be determined by the restoration biologist) should be marked within the mitigation area using metal stakes or similar. Photos should be taken annually at each photo documentation point and the direction of the photo recorded. Photo documentation is an important tool in assessing overall development of the mitigation areas and photos should be included in the annual reports to provide visual documentation of site conditions.

Quantitative Monitoring Procedures

Quantitative analysis shall consist of estimates of overall and relative percent plant cover using transects within areas receiving container plantings. Visual estimates of plant cover in the areas that are only receiving hydroseed will be recorded, but transects will not be used.

Transects should be established across the mitigation area to provide a thorough assessment of the developing vegetation. The number, length, and orientation of the transects should be determined by the restoration biologist based the configuration of the mitigation area and placed to collect data across all representative areas. The point-intercept method, or similar, should be used to count and identify plant species at intervals along the transects. For example, if a 25 meter transect is used, plant species could be recorded at each 1 meter interval for a total of 25 data points per transect. The results of these measurements will be evaluated against the performance/success criteria outlined in Section 6.1.

For the off-site linear foot mitigation area at Kate O. Sessions Memorial Park, a baseline survey of Pampas Grass infestation will be performed. Photographs will be taken at fixed photo points. At the completion of treatment, a final survey will be conducted to confirm control of all Pampas Grass in the mitigation area. Photographs will be taken at the fixed photo points established during the baseline survey.

6.6 Monitoring Schedule

Monitoring shall commence with site preparation, continuing through the five-year post-installation period or until success criteria are met. Biological monitoring shall be performed on-site monthly during the 120-day plant establishment period, at six months, then semi-annually. The monitoring program will emphasize qualitative and quantitative assessments of the status of the mitigation program. Biological monitoring at the off-site linear foot mitigation site will occur prior to Pampas Grass treatment, then at the conclusion of treatments. Please see Table 4 in Section 4.0 for a detailed schedule of monitoring activities throughout the mitigation effort.

6.7 Annual Monitoring Reports

A detailed monitoring report will be submitted to the Corps annually. Monitoring reports must follow the Corps' outline for monitoring reports provided in their *Final Mitigation Guidelines and Monitoring Requirements* (2004) and must include the information requested therein.

Additional reporting as required under the City's revegetation guidelines will be provided to the City. Progress reports detailing the results of the qualitative assessments and annual quantitative assessments of the condition of the mitigation plantings and hydroseed shall be submitted to the client within 60 days of the field surveys. These reports will include information on problems with irrigation, pests, vandalism, mortality, and weeds that have been identified during the monitoring. Proposed remedial actions will also be discussed as a part of these reports. Details of any necessary replacement plantings will be included. Once the site meets regulatory success requirements, a final report will be prepared and submitted to the Corps and to the City's Development Services Department and MSCP Section.

Progress and technical reports shall also be submitted to the City's Engineering & Capital Projects Department for review. The client shall make these reports available to the Corps and the City's Development Services Department or City Planning & Community Investment Department's MSCP Section as needed. Any comments on the monitoring program or site conditions should be forwarded to the project restoration biologist.

7 Completion of Compensatory Mitigation

7.1 Notification of Completion

When all of the final success criteria have been met, notification of these events shall be provided with the final report. All revegetated areas shall be maintained by the permittee until final written approval by the Corps. The temporary irrigation system shall be removed prior to final agency approval of the mitigation area. The compensatory mitigation effort is not complete until a Corps Los Angeles District project manager confirms completion during a site inspection.

7.2 Agency Confirmation

The compensatory mitigation effort is not complete until a Corps Los Angeles District Project Manager confirms it is complete during a site inspection.

8 Contingency Measures

8.1 Initiating Procedures

Contingency measures to the onsite compensatory mitigation proposed herein may be necessary if the mitigation area does not meet or exceed the success criteria after seven years from the start of the mitigation effort. This would provide the responsible parties two additional years beyond the expected five year process to remediate problems and achieve the success criteria that have been proposed. Contingency measures would be initiated through written request by the Corps to begin pursuing offsite mitigation at a Corps approved mitigation bank.

8.2 Alternative Locations for Contingency Compensatory Mitigation

If success criteria cannot be met at the onsite compensatory mitigation site, subject to Corps approval, land can be purchased at an offsite 'mitigation bank' to mitigate impacts on Corps jurisdictional areas.

8.3 Funding Mechanism

The funding mechanism for contingency measures would be allocated through the City of San Diego's funding procedures to purchase necessary mitigation lands.

8.4 Responsible Parties

The financial responsibility for contingency measures such as offsite acquisition of land in a mitigation bank rests solely with the project proponent of record, the City of San Diego.

9 Literature Cited

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APPENDIX B

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 C
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
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	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
CHANGE ORDER No.					\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

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	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

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

Resident Engineer

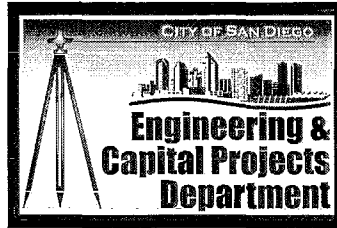
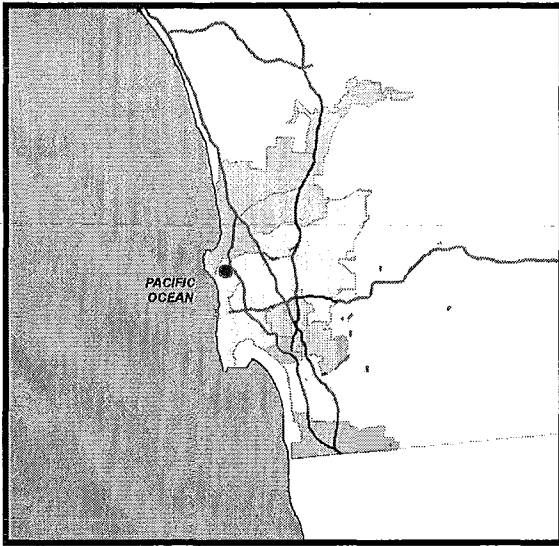
Construction Engineer

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
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX D
LOCATION MAP



SENIOR ENGINEER
 JAMAL BATTA
 (619)-533-7482

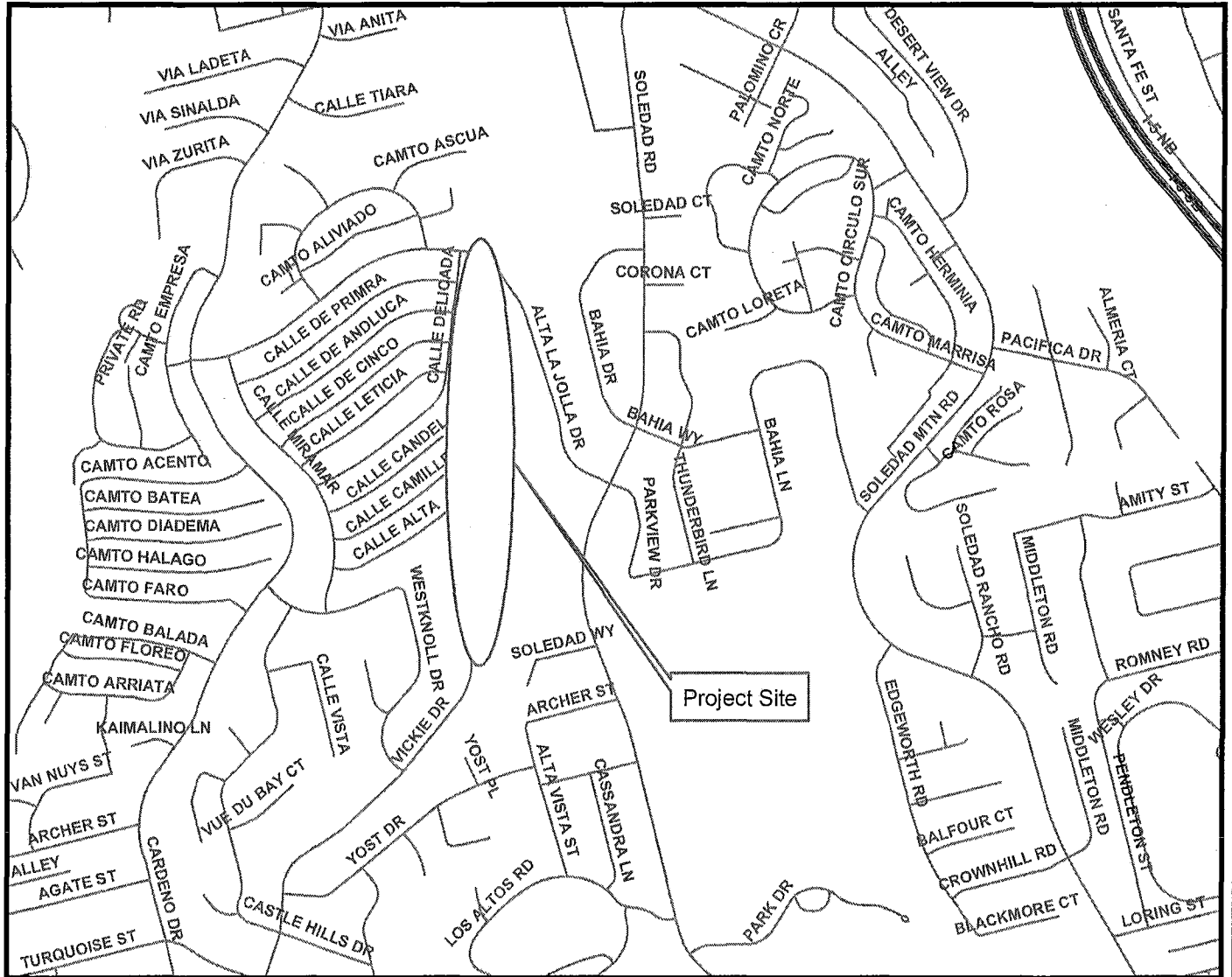
PROJECT ENGINEER
 MASTANEH ASHRAFZADEH
 (619)-533-5457

PROJECT MANAGER
 MICHAEL HANDAL
 (619)-533-7588

PUBLIC INFORMATION OFFICER
 (619)-533-4207

Project Name
ALTA LA JOLLA DR. DRAINAGE
REPAIR PROJECT, PHASE II

MAP 1 OF 1



Alta La Jolla Drive Drainage Repair PH2/ Landscape, Maintenance, Monitoring & Reporting

COMMUNITY NAME: LA JOLLA

COUNCIL DISTRICT: 1

SAP ID: WBS NO. S-10001

Date: DEC. 15, 2009

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission from the SANDAG Regional Information Systems which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY, Inc. to SWGIS. This map is copyrighted by RAND McNALLY & COMPANY, Inc. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND McNALLY & COMPANY, Inc.



APPENDIX E
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below **0.1** (mg/l) level; and effluent has been maintained between **6 and 9** (pH) based on:

Is Discharge Within Limits?

Comment/Action Taken

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

***Signed:**

Project Name:

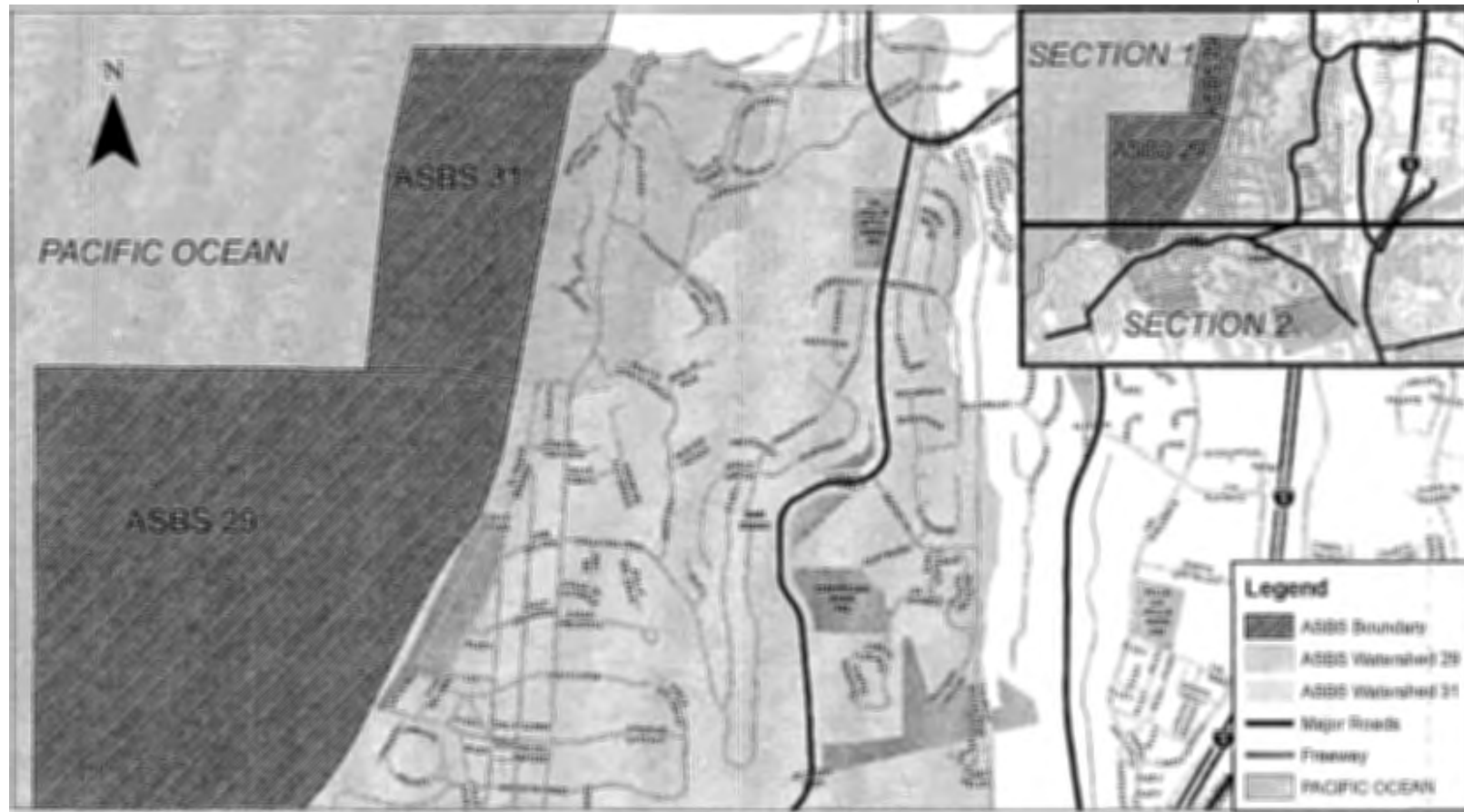
* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX F

AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE MAPS

ASBS WATERSHED - SECTION 1



0 0.25 0.5 1 Miles



ASBS WATERSHED - SECTION 2



0 0.250.5 1 Miles
[Scale bar]

APPENDIX G

CQWC PERMIT, FISH AND WILDLIFE PERMIT, USACE PERMIT



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

California Regional Water Quality Control Board, San Diego Region

November 20, 2013

Certified Mail – Return Receipt Requested
Article Number: 7011 0470 0002 8961 6091

Mr. Mike Handal
City of San Diego
Engineering and Capital Projects
600 B Street, Suite 800, MS 908
San Diego, CA 92101

In reply refer to:
752221: amonji

Subject: Clean Water Act Section 401 Water Quality Certification No. 10C-033; Alta La Jolla Drive Drainage Repair Project, Phase 2

Mr. Handal:

Enclosed find Clean Water Act Section 401 Water Quality Certification No. 10C-033 (Certification) and acknowledgment of enrollment under State Water Resources Control Board Order No. 2003-017-DWQ for the **Alta La Jolla Drive Drainage Repair Project, Phase 2** (Project). A description of the Project and Project location can be found in the Certification, location map, and site maps which are included as attachments to the Certification.

Any petition for reconsideration of this Certification must be filed with the State Water Resources Control Board within 30 days of certification action (23 CCR § 3867). If no petition is received, it will be assumed that you have accepted and will comply with all the conditions of this Certification.

Failure to comply with all conditions of this Certification may subject the City of San Diego to enforcement actions by the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board), including: administrative enforcement orders requiring you to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative civil liability in amounts of up to \$10,000 per day per violation; referral to the State Attorney General for injunctive relief; and, referral to the District Attorney for criminal prosecution.

TOMÁS MORALES, CHAIR | DAVID GIBSON, EXECUTIVE OFFICER

2375 Northside Drive, Suite 100, San Diego, CA 92108-2700 | (619) 516-1990 | www.waterboards.ca.gov/sandiego

In the subject line of any response, please include the reference number 752221:amonji. For questions or comments, please contact Alan Monji by phone at (619) 521-3968 or by email at Alan.Monji@waterboards.ca.gov.

Respectfully,



DAVID W. GIBSON
Executive Officer
San Diego Water Board

DG:js:db:kd:atm

Enclosure:

Clean Water Act Section 401 Water Quality Certification No. 10C-033 for Alta La Jolla Drive Drainage Project, with 4 attachments.

E-copies: Refer to Attachment 1 of Certification 10C-033 for Distribution List.

Tech Staff Info & Use	
File No.	10C-033
WDID	9000002066
Reg. Measure ID	374080
Place ID	752221
Party ID	522321



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

California Regional Water Quality Control Board, San Diego Region

Action on Request for
Clean Water Act Section 401 Water Quality Certification
and Waste Discharge Requirements
for Discharge of Dredged and/or Fill Materials

PROJECT: Alta La Jolla Drive Drainage Repair Project, Phase 2
Certification Number 10C-033
WDID: 9 000002066

Reg. Meas. ID: 374080
Place ID: 752221
Party ID: 522321

APPLICANT: City of San Diego
600 B Street, Suite 800
San Diego, CA 92101

ACTION:

<input type="checkbox"/> Order for Low Impact Certification	<input type="checkbox"/> Order for Denial of Certification
<input checked="" type="checkbox"/> Order for Technically-conditioned Certification	<input type="checkbox"/> Waiver of Waste Discharge Requirements
<input checked="" type="checkbox"/> Enrollment in SWRCB GWDR Order No. 2003-017 DWQ	<input type="checkbox"/> Enrollment in Isolated Waters Order No. 2004-004 DWQ

PROJECT DESCRIPTION

The City of San Diego (hereinafter Applicant) submitted an application for Water Quality Certification pursuant to section 401 of the Clean Water Act for the Alta La Jolla Canyon Drainage Repair Project, Phase 2 (hereinafter referred to as Project) to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) on April 25, 2010. The Applicant proposes to discharge fill material to waters of the United States and/or State associated with construction activity at the Project site.

The Project is a 7.9 acre site located in the southern portion of Alta La Jolla Canyon in the City of San Diego, California. The Project is bordered by Alta La Jolla Drive to the north and Vicki Drive to the south. The Project consists of grading and fill activities to stabilize canyon slopes to protect adjacent homes, activities to repair and restore a severely incised drainage channel, construction of a storm drain system to restore the hydraulics in the restored channel, and construction a of detention basin to improve water quality and attenuate 100-year peak flood events, to the extent possible.

TOMAS MORALES, CHAIR | DAVID GIBSON, EXECUTIVE OFFICER

2375 Northside Drive, Suite 100, San Diego, CA 92108-2700 | (619) 516-1990 | www.waterboards.ca.gov/sandiego

The Project is being constructed in two phases:

Phase 1

Phase 1 was conducted as an emergency construction project between October 2007 and March 2008 under a United States Army Corps of Engineers (USACE) Regional General Permit 63 (RGP 63) action. The purpose of Phase 1 was to stabilize the northwestern canyon slope and to divert runoff entering the Project from three of the storm drain outlets into three separate drain pipes. Phase 1 included grading activities to create an earthen buttress in the northern portion of the Project and to construct a temporary construction access road from Vickie Drive to the northern Project limits on the western slope. In excess of 45 feet of fill was placed within the deepest portions of the eroded channel to reconstruct the earth buttress along the northwestern slope toes. Three corrugated metal pipe (CMP) storm drains were installed to collect and channelize runoff from Calle Alta, Calle Candela, Alta La Jolla Drive, and the canyons north of Alta La Jolla Drive. The ephemeral channel was diverted into a 660 foot long 42-inch diameter CMP storm drain designed with an energy dissipater, clean out, and concentrate collar at the outlet.

Upon completion of Phase 1 construction activities, the soil surface in the disturbed areas was furrowed in preparation for stabilization and hydroseeding. Coco-matting was installed over 2.43 acres to stabilize disturbed soil and approximately 4.27 acres, including the construction road and temporary staging areas, were hydroseeded with a Coastal Sage Scrub mix. Phase 1 resulted in a permanent loss of 0.17 acres (1,060 linear feet (LF)) of waters of the State and 0.06 acres (1,060 LF) of jurisdictional waters of the United States. As part of the RGP 63 Special Condition 4, mitigation for impacts in Phase 1 was deferred to an after the fact mitigation plan which is part of Phase 2.

Phase 2

Phase 2 construction, which is the current Project, includes final stabilization of the channel and other disturbed areas within the Project foot print and mitigation of environmental damage associated with both phases of the Project. Phase 2 earthwork activities include grading to improve the surface drainage in the Phase 1 area and grading to restore the Phase 2 drainage channel. To minimize scour of the earthen buttress, runoff from Calle Alta, Calle Candela, Alta La Jolla Drive, and the watershed north of Alta La Jolla Drive will continue to be conveyed through storm drain lines in the northern portion of the Project area (Phase 1). The 660-foot long 42-inch CMP storm drain line installed in the main channel during Phase 1 will be replaced with a 42-inch reinforced concrete pipe (RCP) to meet City of San Diego specifications. The two tributary storm drain lines on the western slope will be replaced with a 24-inch RCP and an 18-inch RCP. A fourth 24-inch RCP storm drain line will be installed on the eastern slope to capture runoff from Alta La Jolla Drive in the central portion of the Project area. The three tributary storm drain lines will be discharged into the Phase 2, 42-inch RCP storm drain line. Two permanent unimproved maintenance roads will be installed in the southern and northern portions of the Project, totaling 0.54 acres. A temporary staging area (0.16 acres) will be constructed in the southern portion of the Project site within the footprint of the proposed detention basin.

The 42-inch RCP installed in the main channel will discharge to a concrete energy dissipater (CED) which is the starting point for the Phase 2 channel design. The CED will be designed with a weir to split the discharge flows to two drainage systems within the canyon; one underground and one above ground. The first drainage system consists of a 36-inch RCP storm drain that will transition to a 42-inch RCP storm drain at the confluence with the two tributary RCP drainages downstream of the CED installed on the eastern and west slopes of the canyon. This pipe will convey excess flows resulting from the urbanized watershed during high flow events, from the CED at the toe of the buttress to a 4.64 acre foot capacity (0.67 acre) detention basin located at the southeastern portion of the Project. The detention basin will be designed to capture and treat as much of the 85th percentile storm flows as possible and will help attenuate the increase in the 100-year flood peak. The detention basin is designed to drain within 48 hours to avoid vector control issues from mosquitos. The second drainage system will consist of dry weather flows diverted to the restored natural channel within the canyon by the weir built into the CED. The flows from the restored channel will flow into an existing storm water inlet at the base of Vickie Drive. During high storm flow events, excess flows not diverted to the 42-inch RCP will flow into the natural channel. All flows from the Project will drain into an existing City of San Diego storm drain which discharges into the Pacific Ocean at Tourmaline Beach, approximately 1.5 miles southwest of the Project location. The Phase 2 project also includes the implementation of compensatory mitigation for both Phases 1 and 2 as part of the Project to be undertaken.

The Project application includes a description of the design objective, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction best management practices) to treat waste and reduce runoff or other effluents which may be discharged. Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project site do not cause onsite or offsite downstream erosion, damage to downstream properties, or otherwise damage to stream habitats in violation of water quality standards in the *Water Quality Control Plan for the San Diego Region (9) (Basin Plan)*.

The Applicant reports that the construction of the Phase 2 portion of the Project will temporarily impact 0.36 acres of waters of the State and 0.12 acres (1,340 LF total) of waters of the United States, and will permanently impact 0.06 acres (190 LF) of waters of the State and 0.02 acres (190 LF total) of waters of the United States. The Applicant reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impacts to aquatic resources considering all potential practicable alternatives, such as the potential for alternate available locations, designs, reductions in size, configuration or density.

Compensatory mitigation for the permanent loss of 0.17 acres (1,060 LF) in Phase 1 and 0.06 acres (190 LF) in Phase 2 and temporary impacts of 0.36 acres (1,340 LF total) will be achieved through the rehabilitation of 0.32 acres (1,270 LF) of waters of the United States and/or State that will occur in the bed and banks of the Project site. In addition, enhancement, in the form of pampas grass eradication, will take place along 0.22 acres (1,250 LF) of jurisdictional waters of the United States and/or State in the natural channel in Kate Sessions

Memorial Park, an area protected within the City of San Diego's Multiple Habitat Preservation Areas (MHPA) under the City of San Diego's Multiple Species Conservation Plan (MSCP). These areas are subject to perpetual stewardship agreements between the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife (USFWS), and City of San Diego under permits issued through section 10a of the Endangered Species Act, and section 2835 of the California Department of Fish and Game Code.

Site grading, including the initial clearing and grubbing, is anticipated to begin in fall of 2013 and will take approximately eight months to complete.

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1. Distribution List
2. Location Maps
3. Site Plans
4. Alternative Analysis

I. STANDARD CONDITIONS

Pursuant to section 3860 of Title 23 of the California Code of Regulations (23 CCR), the following three standard conditions apply to all water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and Article 6 (commencing with section 3867 of 23 CCR).
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to 23 CCR subsection 3855(b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under chapter 28 (commencing with section 3830) of 23 CCR and owed by the applicant.

II. GENERAL CONDITIONS

- A. Water Quality Certification No. 10C-033 (Certification) is only valid if the Project begins no later than 5 (five) years from the date of issuance. If the Project has not begun within 5 years from the date of issuance, then this Certification shall expire five (5) years from the date of issuance.
- B. The Applicant must comply with the requirements of State Water Resources Control Board Water Quality Order No. 2003-0017-DWQ, *Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification*. These General Waste Discharge Requirements are accessible at:
http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/gowdr401regulated_projects.pdf.
- C. The Applicant must, at all times, fully comply with the engineering plans, specifications and technical reports submitted to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board), to support this Certification and all subsequent submittals required as part of this Certification. The conditions within this Certification must supersede conflicting provisions within such plans submitted prior to the Certification action. Any modifications thereto, shall require notification to the San Diego Water Board and reevaluation for individual Waste Discharge Requirements and/or Certification amendment.

- D. During construction, the Applicant shall maintain a copy of this Certification at the project site. This Certification must be available at all times to site personnel and agencies.
- E. The Applicant must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
1. Enter upon the Project premises where a regulated facility or activity is located or conducted, or in which records are kept under the conditions of this Certification.
 2. Have access to and copy, at reasonable times, any records that must be kept under the terms and conditions of this Certification.
 3. Inspect and photograph, at reasonable times, any facilities (including monitoring and control equipment), practices or operations required or regulated under this Certification.
 4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or California Water Code (Water Code), any substances or parameters at any location.
- F. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation must be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- G. In response to a suspected violation of any condition of this Certification, the San Diego Water Board may, pursuant to Water Code sections 13267 and 13383, require the holder of any permit or license subject to this Certification to investigate, monitor, and report information on the violation. The only restriction is that the burden, including costs of preparing the reports, must bear a reasonable relationship to the need for and the benefits to be obtained from the reports.
- H. In response to any violation of the conditions of this Certification, or if the results of the Project have unintended impacts to water quality, the San Diego Water Board may modify the conditions of this Certification as appropriate to ensure compliance.

III. CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. Prior to the start of the Project, and annually thereafter, the Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and Best Management Practices (BMPs) implementation and maintenance.
- B. The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- C. The Applicant must obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity*, (General Construction Storm Water Permit) and any reissuance as applicable. If the Project construction activities are not covered under the General Construction Storm Water Permit, the Applicant must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.
- D. The Applicant must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, state, and local laws and regulations. The storage, handling, treatment, or disposal of waste shall not create conditions of pollution, contamination or nuisance as defined in Water Code section 13050.
- E. Discharges of concentrated flow during construction or after completion must not cause downstream erosion or damage to properties or stream habitat.
- F. Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm flows. Pollutants discharged to areas within a stream diversion area must be removed at the end of each work day or sooner if rain is predicted.
- G. All surface waters, including ponded waters, must be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.

- H. All areas that have 14 or more days of inactivity must be stabilized within 14 days of the last activity. The Applicant is responsible for implementing and maintaining BMPs to prevent erosion of the rough graded areas. After completion of grading, all areas must be revegetated with native species appropriate for the area. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at <http://www.cal-ipc.org/ip/inventory/weedlist.php>.
- I. Except as authorized by this Certification, substances hazardous to aquatic life including, but not limited to, petroleum products, raw cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each project activity involving hazardous materials.
- J. Removal of vegetation must occur by hand, mechanically, or using United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to prevent impacts to beneficial uses of waters of the United States and/or State. Use of aquatic pesticides must be done in accordance with State Water Resources Control Board Water Quality Order No. 2004-0009-DWQ, the *Statewide General National Pollution Discharge Elimination System Permit for the Discharge of Aquatic Weed Control in Waters of the United States*, and any subsequent reissuance as applicable. Removal of vegetation must occur outside of the avian nesting season (March 15- August 31), unless prior biological surveys are conducted in accordance with authorizations issued by the CDFW and consistent with the MSCP requirements that demonstrate absence of breeding within the clearing area.

IV. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. The Applicant shall not allow post-construction discharges from the Project site to cause onsite or offsite downstream erosion or damage to properties or stream habitats.
- B. All storm drain inlet structures within the Project boundaries must be stamped and/or stenciled (or equivalent) with appropriate language prohibiting non-storm water discharges.
- C. The Project must be designed to comply with the City of San Diego *Storm Water Standards*¹, dated January 20, 2012.
- D. All post-construction BMPs must be implemented, installed, and functional prior to construction completion and planned use; and maintained in perpetuity in accordance

¹ The City of San Diego *Storm Water Standards* can be accessed at: <http://www.sandiego.gov/development-services/news/pdf/stormwatermanual.pdf>

with the City of San Diego or most recent California Stormwater Quality Association (CASQA)² guidance.

V. PROJECT IMPACTS AND COMPENSATORY MITIGATION

- A. The Project must avoid and minimize adverse impacts to the aquatic environment to the maximum extent practicable.
- B. Unavoidable impacts to the unnamed tributary in Alta La Jolla Canyon, within the Los Penasquitos Watershed, must not exceed the type of impacts and amounts described in the table below. At a minimum, compensatory mitigation required to offset unavoidable Project impacts to waters of the United States and/or State must be achieved as follows:

	Impacts (acres)	Impacts (linear ft.)	Mitigation for Impacts (acres)	Mitigation for Impacts (linear ft.)	Mitigation Ratio (area mitigated :area impacted)
Permanent Impacts					
Streambed Phase 1	0.17 ¹	1,060 ⁴	Rehabilitation ⁵ 0.32	Rehabilitation ⁵ 1,270	1.9:1
Streambed Phase 2	0.06 ²	190 ⁴	Enhancement ^{6,7} 0.22	Enhancement ^{6,7} 1,250	3.7:1
Temporary Impacts					
Streambed Phase 2	0.36 ³	1,340 ⁴	0.36	1,340	1:1

- 1. Waters of the United States = 0.06 acres
- 2. Waters of the United States = 0.02 acres
- 3. Waters of the United States = 0.12 acres
- 4. Waters of the United States and State
- 5. Rehabilitation of the unnamed drainage in Alta La Jolla Canyon
- 6. Enhancement in the form of pampas grass removal at Kate Sessions Park
- 7. Assume 4-ft wide channel (waters of the United States)

- C. Compensatory mitigation for permanent discharges to 0.23 acres (1,250 LF total) of waters of the United States and State must be achieved as described in the *Alta La Jolla Drive Drainage Repair Project, Phase 2 Compensatory Mitigation and Monitoring Plan (Mitigation Plan)*, prepared by Rocks Biological Consulting, dated June 2011 (and any subsequent versions reviewed and accepted by the San Diego Water Board). The Applicant must fully and completely implement the Mitigation Plan; any deviations from, or revisions to, the Mitigation Plan must be pre-approved by the San Diego Water

² California Storm Water Quality Association (*California Storm Water BMP Handbook, New Development and Redevelopment 2003*), available on-line at: <http://www.cabmphandbooks.org/> [Accessed on January 15, 2012]

Board. San Diego Water Board acceptance of the final mitigation plan applies only to the Project described in this Certification and must not be construed as approval for other current or future projects that are planning to use additional acreage at the site for mitigation.

D. Compensatory mitigation for permanent and temporary discharges to waters of the State and the United States and/or State must be achieved as follows in conformance with the Mitigation Plan :

1. Rehabilitation: Mitigation for permanent discharges of fill into streambed waters of the United States and/or State shall be achieved by the rehabilitation of no less than 0.32 acres of streambed waters in Alta La Jolla Canyon. The 0.32 acres shall serve as mitigation exclusively for this Project.

2. Enhancement - Kate Sessions Park: Mitigation for permanent discharges of fill into streambed waters of the United States and/or State shall be achieved by the enhancement in the form of pampas grass eradication of no less than 0.22 acres of streambed waters of the United States and/or State in Kate Sessions Park. The proposed removal of the pampas grass includes an initial herbicide treatment between July and November, followed by an assessment of the treatment area within one year. Any live leaf blades found will be re-sprayed and the area will be resurveyed for new pampas grass seedlings. New pampas grass seedlings will be immediately treated with herbicide. The area will be re-surveyed within two years of the initial treatment to ensure that all pampas grass is controlled in the area.

E. The stream rehabilitation design shall allow flows to sinuate naturally within the channel banks with no berms, channelization, man-made constraints or barriers constructed in the restored drainage channel. Natural rock and cobble will be placed to dissipate flows and prevent scour in the channel bed.

F. Compensatory mitigation required under this Certification shall be considered as achieved once it has met the ecological success performance standards contained in the Mitigation Plan.

G. The construction of proposed mitigation must be concurrent with Project grading and completed no later than 9 months following the initial discharge of dredge or fill material into on-site waters. Delays in implementing mitigation must be compensated by an increased mitigation implementation of 10 percent of the cumulative compensatory mitigation for each month of delay.

H. Where practical, the Applicant must salvage leaf litter, coarse woody debris, and top soil from impacted jurisdictional water sites that are relatively free of invasive exotic species for use in on-site mitigation areas.

- I. The Applicant must restore all areas of temporary impacts and all other areas of temporary disturbance which could result in a discharge or a threatened discharge to waters of the United States and/or State. Restoration must include grading of disturbed areas to pre-Project contours and revegetation with native species. The Applicant must implement all necessary BMPs to control erosion and runoff from areas associated with the Project.
- J. The mitigation sites must be maintained, in perpetuity, free of perennial exotic plant species including, but not limited to, pampas grass, giant reed, tamarisk, sweet fennel, tree tobacco, castor bean, and pepper tree. Annual exotic plant species must not occupy more than 5 percent of the on-site or off-site mitigation areas.
- K. The compensatory mitigation site(s), must be protected and maintained, in perpetuity, in conformance with the final ecological success performance standards identified in the Mitigation Plan. The aquatic habitats, riparian areas, buffers, and uplands that comprise the mitigation site(s) must be protected in perpetuity from land-use and maintenance activities that may threaten water quality or beneficial uses within the mitigation area. If at any time during the implementation and establishment of the mitigation area(s), and prior to verification of meeting success criteria, a catastrophic natural event (e.g., fire, flood) occurs and impacts the mitigation area, the Applicant is responsible for repair and replanting of the damaged area(s).
- L. For the purpose of determining mitigation credit for the removal of exotic/invasive plant species, only the actual area occupied by exotic/invasive plant species shall be quantified to comply with mitigation requirements.
- M. For purposes of this Certification, establishment is defined as the creation of vegetated or unvegetated waters of the United States and/or State where the resource has never previously existed (e.g. conversion of nonnative grassland to a freshwater marsh). Restoration is divided into two activities, re-establishment and rehabilitation. Re-establishment is defined as the return of natural/historic functions to a site where vegetated or unvegetated waters of the United States and/or State previously existed (e.g., removal of fill material to restore a drainage). Rehabilitation is defined as the improvement of the general suite of functions of degraded vegetated or unvegetated waters of the United States and/or State (e.g., removal of a heavy infestation or monoculture of exotic plant species from jurisdictional areas and replacing with native species). Enhancement is defined as the improvement to one or two functions of existing vegetated or unvegetated waters of the United States and/or State (e.g., removal of small patches of exotic plant species from an area containing predominantly natural plant species). Preservation is defined as the acquisition in fee or easement and legal protection from future impacts in perpetuity of existing vegetated or unvegetated waters of the United States and/or State (e.g., conservation easement). In the case of the mitigation areas for the Project, both are located within MHPAs of the MSCP and are considered to have the requisite protection status.

VI. MONITORING REQUIREMENTS

- A. **California Rapid Assessment Method.** Prior to initiating Project construction, the Applicant shall develop a monitoring plan to implement the California Rapid Assessment Method (CRAM)³ for the unnamed ephemeral drainage in Alta La Jolla Canyon. The Applicant must conduct a quantitative function-based assessment of the health of streambed habitat to establish baseline conditions, set success criteria, and assess site progress in the unnamed ephemeral drainage in Alta La Jolla Canyon. CRAM monitoring must be conducted prior to the start of construction authorized under this Certification and years three and five following construction completion. The CRAM results shall be reported with the applicable **Annual Progress Report**. An evaluation, interpretation, and tabulation of all the CRAM assessment data shall be included in the final Project Annual Progress Report.
- B. **Progress Monitoring.** The Applicant must monitor compliance with this Certification, including BMP implementation, and report the monitoring results to the San Diego Water Board in accordance with the reporting requirements in section VIII of this Certification.
- C. The San Diego Water Board may make revisions to the monitoring program at any time during the five-year monitoring term, and may reduce or increase in the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.

VII. NOTIFICATION REQUIREMENTS

- A. The Applicant must report to the San Diego Water Board any noncompliance which may endanger human health or the environment. Any information shall be provided orally within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the incident and its cause, the period of the noncompliance including exact dates and times, and if the and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The San Diego Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours.
- B. This Certification is not transferable in its entirety or in part to any person except after notice to the Executive Officer of the San Diego Water Board in accordance with the following terms.

³ Information on CRAM is available at the California Rapid Assessment Method homepage at <http://www.cramwetlands.org/>

1. **Transfer of Property Ownership:** The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so. The seller and purchaser must sign and date the notification and provide such notification to the Executive Officer of the San Diego Water Board **within 10 days of the transfer of ownership.**
2. **Transfer of Mitigation Responsibility:** Any notification of transfer of responsibilities to satisfy the mitigation requirements set forth in this Certification must include a signed statement from an authorized representative of the new party (transferee) demonstrating acceptance and understanding of the responsibility to comply with and fully satisfy the mitigation conditions and agreement that failure to comply with the mitigation conditions and associated requirements may subject the transferee to enforcement by the San Diego Water Board under Water Code section 13385, subdivision (a). Notification of transfer of responsibilities meeting the above conditions must be provided to the San Diego Water Board **within 10 days of the transfer date.**
3. **Transfer of Post-Construction BMP Maintenance Responsibility:** The Applicant assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred, the Applicant must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. Notification of transfer of responsibilities meeting the above conditions must be provided to the San Diego Water Board **within 10 days of the transfer date.**

Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of this Certification in the event that a transferee fails to comply.

- C. The Applicant must notify the San Diego Water Board in writing **at least 5 days prior** to the actual commencement of dredge, fill, and discharge activities.
- D. **Within 60 days from the start of construction**, the Applicant must provide the San Diego Water Board a draft preservation mechanism (e.g. deed restriction, conservation easement, etc.) that will protect all mitigation areas and their buffers in perpetuity. **Within one year of the issuance of this Certification**, the Applicant must submit proof of the completed conservation easement protecting all mitigation areas and their buffers

in perpetuity. The conservation easement, deed restriction, or other legal limitation on the mitigation property must be adequate to demonstrate that the site will be maintained without future development or encroachment on the site which could otherwise reduce the functions and values of the site for the variety of beneficial uses of waters of the State that it supports. The legal limitation must prohibit all residential, commercial, industrial, institutional, and transportation development and any other infrastructure development that would not maintain or enhance the wetland and streambed functions and values of the site, except those specific uses defined in the City of San Diego's MHPA. The preservation mechanism must clearly prohibit activities that would result in soil disturbance or vegetation removal, other than the removal of non-native vegetation. Other infrastructure development to be prohibited includes, but is not limited to, additional utility lines, maintenance roads, and areas of maintained landscaping for recreation.

VIII. REPORTING REQUIREMENTS

- A. **Annual Project Reports.** The Applicant must submit annual project reports describing status of BMP implementation and compliance with all requirements of this Certification to the San Diego Water Board prior to **August 1** of each year following the issuance of this Certification until the Project has reached completion. The report must contain a description of each incident of noncompliance and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, state the anticipated time it is expected to continue; and identify the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- B. **Final Project Completion Report.** The Applicant must submit a Final Project Completion Report to the San Diego Water Board **within 45 days of completion of the Project**. The final reports must include the following information:
1. Date of construction initiation.
 2. Date of construction completion.
 3. Status of BMPs for the Project.
 4. As-built drawings no bigger than 11"X17."
 5. Photo documentation of implemented post-construction BMPs. Photo documentation must be conducted in accordance with guidelines posted at http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/401c/401PhotoDocRB9V713.pdf. In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo points referenced.

C. Annual Mitigation Monitoring Reports. The Applicant must submit compensatory mitigation monitoring reports annually, by **August 1** of each year, containing sufficient information to demonstrate how the compensatory mitigation Project is progressing towards meeting its performance standards. Mitigation monitoring reports must be submitted annually until the compensatory mitigation project has accomplished its objectives and met ecological success performance standards contained in the Mitigation Plan and been deemed successful. The monitoring reports must include, but not be limited to, the following information:

1. Names, statement of qualifications, and affiliations of the responsible lead professionals contributing to the report;
2. Date of initiation of mitigation installation and date mitigation installation was completed;
3. Mitigation as-builts, including topography maps and planting locations;
4. Tables presenting the raw data collected in the field as well as analyses of the physical and biological data;
5. Topographic complexity characteristics at each mitigation site;
6. Upstream and downstream habitat and hydrologic connectivity;
7. Source of hydrology;
8. Width of native vegetation buffer around the entire mitigation site;
9. Qualitative and quantitative comparisons of current mitigation conditions with pre-construction conditions and previous mitigation monitoring results;
10. Stream Photo documentation, including all areas of permanent and temporary impact, prior to and after project construction; and mitigation areas, including all areas of permanent and temporary impact, prior to and after mitigation area construction, must be submitted with the mitigation monitoring reports. See Section VIII.B.5 of this Certification for photo documentation procedures; and
11. A survey report documenting boundaries of mitigation area, including Geographic Information System (GIS) shape files (polygons) of the impact and mitigation areas (Two GPS readings (points) must be taken on each line of the polygon and the polygon must have a minimum of 10 points); including all GIS metadata.

D. The Applicant must submit final grading and landscaping plans prior to initiation of construction activities.

- E. The Applicant must submit a Final Restoration Monitoring Plan **prior to initiation of construction activities.**
- F. The Applicant must submit a Storm Water Pollution Prevention Plan (SWPPP) **prior to initiation of construction activities.**
- G. The submittal of information under this Certification is required pursuant to Water Code section 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13383.
- H. The Applicant must submit all reports and information required under this Certification in both hardcopy (paper) and electronic format. The preferred electronic format for each report submission is one file in PDF format that is also Optical Character Recognition (OCR) capable. All paper and electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: Certification No. 10C-033:PIN 752221
- I. All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:
 - 1. For a corporation, by a responsible corporate officer of at least the level of vice president.
 - 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - 3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
 - 4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

- J. All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

- K. The Applicant must submit reports required under this Certification, or other information required by the San Diego Water Board, to:

Executive Officer
California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification; Project No. 10C-033
2375 Northside Drive, Suite 100
San Diego, California 92108

IX. CEQA FINDINGS

- A. The City of San Diego is the lead agency under the California Environmental Quality Act (Public Resources Code section 21000, et seq., (CEQA)), and filed a Notice of Determination of their Environmental Impact Report (EIR) on May 6, 2011 (SCH# 2010081080). The City of San Diego has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.
- B. The San Diego Water Board has reviewed the lead agency's Mitigated Negative Declaration and also finds that the Project as proposed will have a significant effect on the environment and has conditioned mitigation measures accordingly and therefore determines that issuance of this Certification is consistent with the Mitigated Negative Declaration.

X. PUBLIC NOTIFICATION OF PROJECT APPLICATION

On March 2, 2011, receipt of the project application was posted on the San Diego Water Board website to serve as appropriate notification to the public. Comments received regarding this Project were considered during the preparation of this Certification.

XI. SAN DIEGO WATER BOARD CONTACT PERSON

Alan Monji

California Regional Water Quality Control Board, San Diego Region
2375 Northside Drive, Suite 100
San Diego, California 92108
(619) 521-3968
amonji@waterboards.ca.gov

XII. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **Alta La Jolla Drive Drainage Repair Project** (Certification No. 10C-033) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "*Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs)*," which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicants' project description, and (b) compliance with all applicable requirements of the Water Quality Control Plan for the San Diego Basin Region (9) (Basin Plan).

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. 10C-033 issued on November 20, 2013.



DAVID W. GIBSON
Executive Officer
San Diego Regional Water Quality Control Board

11-20-2013
Date

ATTACHMENT 1

DISTRIBUTION LIST

Robert Smith
U.S. Army Corps of Engineers
Robert.R.Smith@usace.army.mil

Kelly Fisher
California Department of Fish and Game
Kfisher@wildlife.ca.gov

U.S. Department of the Interior
Fish and Wildlife Service
6010 Hidden Valley Road
Carlsbad, CA 92011

U.S. EPA, OWOW, Region 9
75 Hawthorne St.
San Francisco, CA 94105
R9-WTR8-Mailbox@epa.gov

State Water Resources Control Board, Division of Water Quality
401 Water Quality Certification and Wetlands Unit
P.O. Box 100
Sacramento, CA 95812-0100
Stateboard401@waterboards.ca.gov

Kerry Santoro
City of San Diego
KSantoro@sandiego.gov



State of California -The Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
 (858) 467-4201
 www.wildlife.ca.gov

EDMUND G. BROWN, JR., Governor
 CHARLTON H. BONHAM, Director



April 15, 2014

Ms. Kerry Santoro
 City of San Diego
 Engineering and Capital Projects
 600 B Street, Suite 800, MS 908A
 San Diego, California 92101

Subject: Final Lake or Streambed Alteration Agreement
 Notification No. 1600-2010-0053-R5
 Alta La Jolla Drainage Repair Project

Dear Ms. Santoro:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Alta La Jolla Drainage Repair Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Ms. Kelly Fisher at (858) 467-4207 or kelly.fisher@wildlife.ca.gov.

Sincerely,

Gail K. Sevrens
 Environmental Program Manager

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CALIFORNIA 92123



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2010-0053-R5
Unnamed tributary to Pacific Ocean

CITY OF SAN DIEGO, ENGINEERING AND CAPITAL PROJECTS
ALTA LA JOLLA DRAINAGE REPAIR PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Kerry Santoro of the City of San Diego, Engineering and Capital Projects (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on February 18, 2010, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located within the bed, channel, bank, and associated wetland and/or riparian vegetation ("stream zone") of an unnamed tributary to the Pacific Ocean located north of the terminus of Vickie Drive and south of Alta La Jolla Drive in Lot 1, Unit 15 of La Jolla Alta Planned Residential Development within the City of San Diego, San Diego County, State of California; Latitude 32.815833, Longitude -117.2441667, Section 36, Township 15S, Range 4W, U.S. Geological Survey (USGS) map La Jolla quad; Assessors Parcel Number 358-251-13.

PROJECT DESCRIPTION

The project is limited to those activities described in the *Notification of Lake or Streambed Alteration for the Alta La Jolla Drainage Repair Project* and as follows.

Phase 1 of the project, constructed as an emergency repair to alleviate a direct threat to public health and safety from potential slope failure, included grading activities to create an earthen buttress in the northern portion of the project site and to construct a temporary construction access road from Vickie Drive to the northern project limits. A total of 13,370 cubic yards of clean soil fill material was placed in the eroded channel and benched into the existing fill and natural slopes. Sub-drains were placed along the benches to convey water to the south of the Phase 1 area. Three corrugated metal pipe (CMP) storm drains were installed to collect and channelize runoff entering the project from the west from Calle Alta and Calle Candela, and combined flows entering the project from the north from Alta La Jolla Drive and the canyons north of Alta La Jolla Drive. Runoff entering the main ephemeral channel from the north was channelized into a 660-foot 42-inch CMP storm drain designed with an energy dissipater, clean out, and concrete collar at the outlet. An approximately 31-foot by 13-foot concrete energy dissipater was constructed at the storm drain outlet at the north end of the project site. Runoff entering the two tributaries on the western slope of the canyon was diverted into an approximately 129-foot 12-inch CMP storm drain and an approximately 155-foot 18-inch CMP storm drain. Both tributary storm drains discharge runoff into the main channel south of the outlet of the 42-inch CMP. The channelization of the Phase 1 ephemeral drainage and two tributaries resulted in a permanent loss of 0.17 acre of stream channel.

The Phase 2 design includes final stabilization of the channel and other disturbed areas within the project and mitigation of environmental damage associated with the project. Phase 2 earthwork activities include grading to improve the surface drainage in the Phase 1 area and grading to restore the Phase 2 drainage channel. Phase 2 is mass balanced with cut and fill. To minimize scour, runoff from Calle Alta, Calle Candela, Alta La Jolla Drive and the watershed north of Alta La Jolla Drive will continue to be conveyed through storm drain lines in the northern portion of the project area. The 660-foot 42-inch CMP storm drain line installed in the main channel during Phase 1 will be replaced with a 42-inch Reinforced Concrete Pipe (RCP) to meet City design specifications. The two tributary storm drain lines on the western slope (21-inch CMP and 18-inch CMP) will be replaced with a 24-inch RCP and an 18-inch RCP. A fourth 24-inch RCP storm drain line will be installed on the eastern slope to capture runoff from Alta La Jolla Drive in the central portion of the project area.

The 42-inch RCP installed in the main channel will discharge to an approximately 14.75-foot by 18-foot concrete energy dissipater (CED) which is the starting point for the Phase 2 channel design. An approximately 5-foot by 5-foot catch basin will be constructed at the southeast corner of the CED. The CED will be designed with a weir to split and discharge flows to two drainage systems within the canyon.

The first drainage system consists of a 36-inch RCP storm drain that will transition to a 42-inch RCP storm drain at the confluence with the two tributary drainages installed on the eastern slopes of the canyon. This storm drain will convey excess flows resulting from the urbanized watershed during high flow events, from the CED at the toe of the

buttress (south end of Phase 1) to a detention basin located at the southeastern portion of the project.

The second drainage system will consist of low weather flows diverted by the weir built into the CED to a restored natural channel within the canyon. During high storm flow events, excess flows not diverted to the 42-inch RCP will also flow into the restored natural channel. The restored natural channel will be designed to match its pre-developed slope and geometry, as determined by historic topographic maps, and will create channel conditions (velocities, shear stresses, etc.) that mimic pre-development hydraulics, to the extent possible. The restored approximately 1,270 linear foot drainage channel will consist of a flat one-foot deep and four-foot wide natural bed, with natural banks approximately eight feet wide and will restore 0.68 acre of CDFW and U. S. Army Corps of Engineers jurisdictional areas combined (based on approximately 2-year frequency storm event). To minimize erosion of the restored natural channel, an approximately 1-foot thick layer of cobbles with mean diameter (d50) of 6 inches will be placed in the channel bed that will extend approximately 5 feet (1/2 foot in elevation) up the channel banks. Flows will be able to sinuate naturally within the channel banks, and no berms, channelization, man-made constraints or barriers will be constructed in the restored channel. As part of regular maintenance activities, existing cobbles will be redistributed or additional cobbles will be added if channel scour that could be detrimental to channel stability is observed (i.e., scour depth >8 inches). The restored channel and buffer zone will be revegetated in accordance with the requirements outlined in the *Alta La Jolla Drive Drainage Repair Project, Phase 2 Biological Resources Report* (Rocks Biological Consulting, January 7, 2010) and the *Alta La Jolla Drive Drainage Repair Project, Phase 2 Revegetation Plan* (Rocks Biological Consulting, January 7, 2010) and other applicable City of San Diego and agency requirements.

An approximately 0.67 acre detention basin will be constructed in the southern portion of the site. The detention basin will be designed to capture and treat as much of the 85th percentile storm as possible and will help attenuate the increase in the 100-year flood peak. The detention basin is designed to drain within 48 hours to avoid vector control issues, and will be maintained as necessary to continue functioning as designed, which will include sediment and debris removal and vegetation management. The detention basin is located outside of the limits of CDFW jurisdictional waters and maintenance activities will be done by the City of San Diego.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: REPTILES - common side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); BIRDS - red-tailed hawk (*Buteo jamaicensis*), Cooper's hawk (*Accipiter cooperii*), American kestrel (*Falco sparverius*), mourning dove (*Zenaidura macroura*), great horned owl (*Bubo virginianus*), Anna's hummingbird (*Calypte anna*), western kingbird (*Tyrannus verticalis*), black phoebe (*Sayornis nigricans*), western scrub-jay (*Aphelocoma californica*), bushtit (*Psaltriparus minimus*), house wren

(*Troglodytes aedon*), Bewick's wren (*Thryomanes bewickii*), coastal California gnatcatcher (*Poliophtila californica californica*), wrenit (*Chamaea fasciata*), northern mockingbird (*Mimus polyglottos*), white-crowned sparrow (*Zonotrichia leucophrys*), California towhee (*Pipilo crissalis*), hooded oriole (*Icterus cucullatus*), lesser goldfinch (*Carduelis psaltria*), house finch (*Carpodacus mexicanus*); MAMMALS - gray fox (*Urocyon cinereoargenteus*), coyote (*Canis latrans*); and all other aquatic and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss of natural bed or bank, change in gradient and channel cross-section, loss of natural bed substrate, disruption to nesting birds and other wildlife, diversion of water flow from activity site, short-term release of contaminants, temporary impacts to 0.59 acre stream habitat and permanent impacts to 0.228 acre of stream.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Vegetation Removal Seasonal Restrictions. Permittee shall not remove vegetation within the stream from March 15 to July 15 to avoid impacts to nesting birds.

However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within one week of the vegetation removal, and ensures no nesting birds shall be impacted by the project. If nesting birds are present, no work shall occur until the young have fledged and will no longer be impacted by the project.

- 2.2 Weather Restrictions. Permittee shall monitor the five day weather forecast. If any precipitation is forecasted, work activities shall involve the securing of the site so as no materials may enter or be washed into the stream. The site shall be completely secured one day prior to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted. In the event that one inch of precipitation is accumulated within the watershed, no activities shall occur on site for two weeks, or until the flows have receded and the moisture content of the soils has stabilized.
- 2.3 Movement of Rock, Gravel and Other Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as required during routine maintenance to maintain channel stability as addressed in this Agreement.
- 2.4 Authorized Structures. This Agreement does not authorize the construction of any temporary or permanent dam, structure, flow restriction or fill except as described in Permittee's notification.
- 2.5 Stream Diversion Around Work Site. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a barrier, temporary culvert, new channel, or other means approved by CDFW. Location of the upstream and downstream diversion points shall be approved by CDFW. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction. Permittee shall obtain all written approvals from CDFW prior to initiation of construction activities.
- 2.6 Equipment and Vehicle Spills and Contaminants. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. Permittee shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from

- motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. Permittee shall be responsible for spill material removal and disposal to an approved offsite landfill and spill reporting to the permitting agencies. Service construction equipment shall be stored at designated areas only. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills. A spill containment kit shall be available onsite for all fueling, maintenance, and construction activities.
- 2.7 Drip Pans. Stationary equipment such as cranes, motors, pumps, generators, and welders located within or adjacent to the stream shall be positioned over drip pans.
- 2.8 Keep Polluted Water from Entering Stream Zone. Water containing mud, silt, or other pollutants from aggregate washing or other activities shall not be allowed to enter a flowing stream or placed in locations that may be subject to high storm flows.
- 2.9 Keep Pollutants Out of Stream Zone. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products, or any other substances/materials associated with any project-related activity shall be allowed to contaminate the soil and/or enter into or be placed where they may be washed by rainfall or runoff into a stream or lake. Any of these substances/materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately upon observation of their presence. When operations are completed, any excess materials or debris shall be removed from the work area.
- 2.10 150-Foot High Water Mark. No rubbish shall be deposited within 150 feet of the high water mark of any stream.
- 2.11 Location of Storage/Staging Areas. Staging/storage areas for equipment and materials shall be located outside of the stream zone.
- 2.12 No Equipment Maintenance in Stream Zone. No equipment maintenance shall be done within or near any stream/lake where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.13 Stabilization of Disturbed Soils. Areas of disturbed soils with slopes toward the stream shall be stabilized to reduce erosion potential. Planting, seeding and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Agreement provisions for this activity.

- 2.14 Restoration of Stream Zone. Permittee shall restore the Phase 2 portion of the stream in accordance with the *Alta La Jolla Drive Drainage Repair Project, Phase 2 Revegetation Plan* (Rocks Biological Consulting, January 7, 2010). The restored drainage channel will consist of a flat one-foot deep and four-feet wide bed with banks approximately eight feet wide for a length of approximately 1,475 feet for a total of 0.68 acre. The restored drainage channel and adjacent banks shall be planted with 1-gallon container plantings of the species recommended in Table 5 of the above-referenced Revegetation Plan, and then hydroseeded with the seed mix in Table 6. The seed mix consists of riparian species such as mulefat (*Baccharis salicifolia*), species that occur in transitional areas between riparian and upland areas such as Palmer's sagewort (*Artemisia palmeri*), and drier, upland species such as coast California buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*). It is anticipated that species will germinate and grow in the most suitable ecological areas based on their habitat preferences, with riparian species occurring in the wetter areas and upland species in the drier areas.
- 2.15 Restoration Maintenance and Monitoring. The restoration of habitat shall be maintained and monitored for five years after installation, or until success criteria identified in the Revegetation Plan are met. Maintenance, monitoring, and reporting shall be conducted following a prescribed schedule to assess progress and identify potential problems with the restoration. Remedial action (e.g., additional planting, weeding, erosion control, use of container stock, supplemental watering, etc.) shall be taken during the maintenance and monitoring period if necessary to ensure the success of the restoration. If the restoration fails to meet the success criteria after the maintenance and monitoring period, maintenance and monitoring will extend beyond the five-year period until the criteria are met or unless otherwise approved by CDFW.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification Number. All reports shall include the Streambed Alteration Agreement Notification Number 1600-2010-0053-R5.
- 3.2 Annual Mitigation Monitoring Report. Permittee shall submit an annual mitigation monitoring report to CDFW for each of the mitigation sites by January 1 of each year for 5 years after the restoration/planting. This report shall include an evaluation of the site as compared to the success criteria identified in the Revegetation Plan. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photographs from designated photograph stations shall be included.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Kerry Santoro
City of San Diego
Engineering and Capital Projects
600 B Street, Suite 800, MS 908A
San Diego, California 92101
Fax: (619) 533-5176

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2010-0053-R5
Fax: (858) 467-4299

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the

Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on March 31, 2019, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's

behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

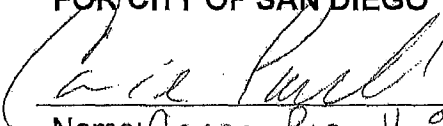
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

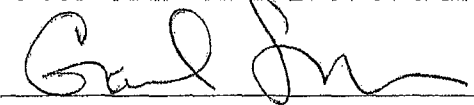
CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF SAN DIEGO

 *oca for Kerry Santoro*
Name: Carrie Purcell *oca for Kerry Santoro* Date: 4/7/14
Title: Environmental and Permit Section Manager

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE


Gail K. Sevrens Date: 4/15/14
Environmental Program Manager

Prepared March 26, 2014, by: Kelly Fisher, Environmental Scientist



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
5900 LA PLACE CT., SUITE 100
CARLSBAD, CA 92008

March 25, 2014

Mr. Mike Handal
City of San Diego
Engineering and Capital Projects
600 B Street, Suite 800, MS 908
San Diego, CA 92101

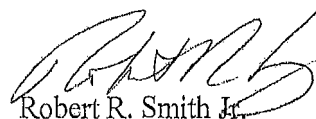
File Number: Alta La Jolla Drainage Repair Project, Phase 1 and 2(SPL-2010-00157-RRS)

Dear Mr. Handal:

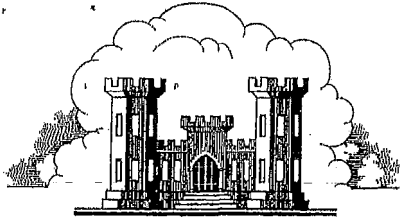
Reference is made to your consultant's letter dated February 27, 2014 and your Department of the Army Permit application for Alta La Jolla Drainage Repair Project, Phase 1 and 2 (No. SPL-2010-00157-RRS) dated May 19, 2011. Your application was reviewed and the work was authorized by the Corps in our letter dated June 19, 2013. Enclosed is your final executed permit authorizing you to discharge fill into waters of the U.S., in association with the Alta La Jolla Drainage Repair Project, Phase 1 and 2. The authorized work would take place near the Alta La Jolla Drive Drainage within the city of San Diego, San Diego County, California.

If you have any questions, please contact me at 760-602-4831 or via e-mail at Robert.R.Smith@usace.army.mil. Please complete the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey, which would help me to evaluate and improve the regulatory experience for others. Thank you for participating in the Regulatory Program.

Sincerely,


Robert R. Smith Jr.
Senior Project Manager

Enclosures:



LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY PERMIT

Permittee: City of San Diego, Engineering and Capital Projects Division; Michael Handal

Permit Number: SPL-2010-00157-RRS

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project includes reconstruction of a channel project that includes the Phase I portion that was already constructed in 2007/2008 and needs reconstruction and the proposed new Phase II construction that includes earthwork to stabilize canyon slopes, restore a severely incised drainage, construction of a flow weir box diversion structure to a storm drain system to restore hydraulics in the reconstructed drainage channel by diverting channel flows into a 36 inch pipe and into a reconstructed cobble-lined natural channel system, and construction of a detention basin. As authorized, the applicant's project would result in permanent impacts to 0.33 acres of Corps other waters of the U.S. (OWUS). No wetlands or other special aquatic sites are proposed to be impacted. All on-site drainages have been determined to be ephemeral, non-wetland OWUS. A total of 0.35 acres of OWUS will be restored onsite within a restored channel and with offsite removal of invasive plants (pampas grass) at Kate Sessions Park.

To construct structures and/or conduct work in or affecting "navigable waters of the United States" pursuant to Section 10 of the Rivers and Harbors Act of 1899,

To permanently discharge fill onto .33 acre(s) of waters of the U.S., and to temporarily discharge fill onto .33 acre(s) of waters of the U.S. pursuant to Section 404 of the Clean Water Act of 1972,

To transport dredged or fill material by vessel or other vehicle for the purpose of dumping the material into ocean waters pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972,

The City of San Diego in association with the Alta La Jolla Drainage Repair Project, Phase 1 and 2 shall construct the project as stated below and as shown on the attached drawings.

Specifically, you are authorized to:

Construct the Alta La Jolla Drainage Repair Project which includes the construction of a new channel flood control project that includes the reconstruction of the Phase I portion that was already constructed in 2007/2008 and the new Phase II construction. The Phase II portion includes earthwork to stabilize canyon slopes, an access road, restore a severely incised drainage, and construct a flow weir box diversion structure to a storm drain system and drainage channel that diverts channel flows into a weir box with a high flow diversion pipe and new channel system and detention basin. As authorized, the applicant's project would result in permanent impacts to 0.33 acres of Corps other waters of the U.S. (OWUS). No wetlands or other special aquatic sites are proposed to be impacted. All on-site drainages have been determined to be ephemeral, non-wetland OWUS. A total of 0.35 acres of OWUS mitigation will be restored onsite within a restored channel and with offsite removal of invasive plants (pampas grass) at Kate Sessions Park.

Phase 1 and 2 include the following activities:

- 1) Grading to improve functions in the Phase 1 and Phase 2 areas;
- 2) Installation of permanent unimproved maintenance roads;
- 3) Installation of a temporary equipment staging area in the southern portion of the site;
- 4) Installation of an 0.67 acre detention basin in the southern portion of the site;
- 5) Replacement of the Phase I 660-foot 42-inch CMP storm drain line with a 42-inch reinforced concrete pipe (RCP) to meet City specifications;
- 6) Replacement of the two tributary storm drain lines on the western slope (21-inch and 18-inch) with a 24-inch RCP and an 18-inch RCP, respectively;
- 7) Installation of a 24-inch RCP in eastern tributary;
- 8) Installations of a concrete energy dissipater (CED) with a weir structure at the terminus of the Phase 1 42-inch storm drain line. CED and weir structure designed to split and discharge flows into two drainage systems within canyon.
- 9) Installation of 36-inch RCP that will transition into a 42-inch RCP that will convey low flows (e.g. non-storm drain flows) and excess flows, resulting from the urbanized watershed, from the CED to the detention basin;
- 10) Construction of a restored natural drainage channel designed to match pre-development slope and geometry, as determined by historic topographic maps and will create channel conditions (velocities, shear stresses, etc.) that mimic pre-development hydraulics, to the extent possible. The restored approximately 1,270 linear foot drainage channel will consist of a flat one-foot deep and four-foot wide natural bed, with natural banks approximately eight-feet. To minimize erosion of the restored natural channel, an approximately 1-foot thick layer of cobbles with mean diameter (d50) of 6 inches will

be placed in the channel bed that will extend approximately 5 feet (½ foot in elevation) up the channel banks. Flows will be able to sinuate naturally within the channel banks and no berms, channelization, manmade constraints or barriers will be constructed in the restored channel.

Re-vegetation of all disturbed areas at completion of construction including the detention basin, maintenance roads with native vegetation in accordance with regulatory and environmental permits and the Re-vegetation Plan prepared for the project by Rocks Biological Consulting (Rocks Bio, June 2011).

Project Location: The project is located in a deeply incised drainage south of Alta La Jolla Drive and north of Vicki Drive, in Lot 1, Unit 15 of La Jolla Alta Planned Residential Development, in the community of La Jolla in the City of San Diego, San Diego County, California. The site is depicted on the U.S.G.S. 7.5 minute La Jolla Quadrangle in Section 36, Township 18 South and Range 4 West. The proposed project impacts would occur in an unnamed tributary to the Pacific Ocean (See attached drawings). (The proposed project can also be found at: lat: 32°49'7" N; long: -117° 14'36" W).

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on June 30, 2018. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. Prior to initiating construction in waters of the U.S., and to mitigate for impacts to 0.33 acre of non-wetland waters of the U.S., the Permittee shall restore 0.35 acres of restored vegetated channel and a detention basin (.67 acre) in accordance with a new mitigation plan to be submitted for Corps approval based on the Alta La Jolla Drive Drainage Repair Project, Phase II Re-vegetation Plan as prepared by Rocks Biological Consulting and dated June 2011. Permittee shall also remove invasive plants from Kate Sessions Park. The Permittee shall not initiate work in waters of the U.S. prior to receiving written confirmation (by letter or e-mail) from the Corps Regulatory Division as to compliance with this special condition. The Permittee retains responsibility for providing the compensatory mitigation until the number and resource type of credits described above have been secured from a sponsor and the district engineer has received documentation that confirms that the sponsor has accepted the responsibility for providing the required compensatory mitigation. This documentation shall consist of a letter or form signed by the sponsor, with the permit number and a statement indicating the number and resource type of credits that have been secured from the sponsor.

2. Prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a complete set of final detailed grading/construction plans showing all work and structures in waters of the U.S. All plans shall be in compliance with the Final Map and Drawing Standards for the Los Angeles District Regulatory Division dated September 21, 2009 (http://www.spl.usace.army.mil/regulatory/pn/SPL-RG_map-drawing-standard_final_w-fig.pdf). All plan sheets shall be signed, dated, and submitted on paper no larger than 11x 17 inches. No work in waters of the U.S. is authorized until the Permittee receives, in writing (by letter or e-mail), Corps Regulatory Division approval of the final detailed grading/construction plans. The Permittee shall ensure that the project is built in accordance with the Corps Regulatory Division-approved plans.

3. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas shown on the attached drawings. Adverse impacts to waters of the U.S. beyond the Corps-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements.

4. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:

- A) Date(s) work within waters of the U.S. was initiated and completed;
- B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
- C) Color photographs (including map of photopoints) taken at the project site before and after

construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;

D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches;

E) Global Positioning System (GPS) Geographical Information Systems (GIS) polygon of the impacted jurisdictional waters and wetlands of the U.S.; and

E) Signed Certification of Compliance (attached as part of this permit package).

Endangered Species Act:

5. This Corps Regulatory Division verification does not authorize you to take any threatened or endangered species or adversely modify its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply. The USFWS has approved the project as being in conformance with the City of San Diego's MSCP and permittee shall implement and abide the USFWS letter dated July 6, 2012.

Cultural Resources:

6. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

Water Quality Certification:

7. Permittee shall implement and abide by the Section 401 water quality certification when prepared and submitted by the California Regional Water Quality Control Board – San Diego Region (CRWQCB-SD). Currently the Corps has issued a provisional Section 404 permit pending issuance of the Section 401 water quality certification from the CRWQCB-SD.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

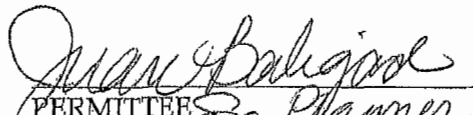
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

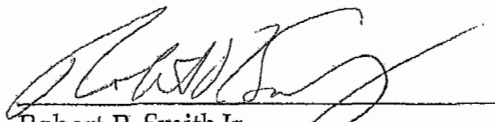
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


PERMITTEE *Juan Balagrod*
Sr. Planner
OCA Section Manager

2/24/2014
DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


Robert R. Smith Jr.
Senior Project Manager, South Coast Branch
Regulatory Division

3/25/14
DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEREE

DATE

LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

NOTIFICATION OF COMMENCEMENT OF WORK
FOR
DEPARTMENT OF THE ARMY PERMIT

Permit Number: SPL-2010-00157-RRS
Name of Permittee: City of San Diego, Engineering and Capital Projects Division; Michael Handal
Date of Issuance: June 30, 2013

Date work in waters of the U.S. will commence: _____
Estimated construction period (in weeks): _____
Name & phone of contractor (if any): _____

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that I, and the contractor (if applicable), have read and agree to comply with the terms and conditions of the above referenced permit.

Signature of Permittee

Date

At least ten (10) days prior to the commencement of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

(1) E-MAIL a statement including all the above information to:
Robert.R.Smith@usace.army.mil

OR

(2) FAX this certification, after signing, to: [760 602-4848]

OR

(3) MAIL to the following address:

U.S. Army Corps of Engineers
Regulatory Division
ATTN: CESPL-RG-SPL-2010-00157-RRS
Los Angeles District, Corps of Engineers
Regulatory Division, Carlsbad Field Office
5900 La Place Ct., Suite 100
Carlsbad, CA 92008

LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

NOTIFICATION OF COMPLETION OF WORK AND
CERTIFICATION OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY PERMIT

Permit Number: SPL-2010-00157-RRS
Name of Permittee: City of San Diego, Engineering and Capital Projects Division; Michael Handal
Date of Issuance: June 30, 2013

Date work in waters of the U.S. completed: _____
Construction period (in weeks): _____
Name & phone of contractor (if any): _____

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit.

Signature of Permittee

Date

Upon completion of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

(1) E-MAIL a statement including all the above information to:
Robert.R.Smith@usace.army.mil

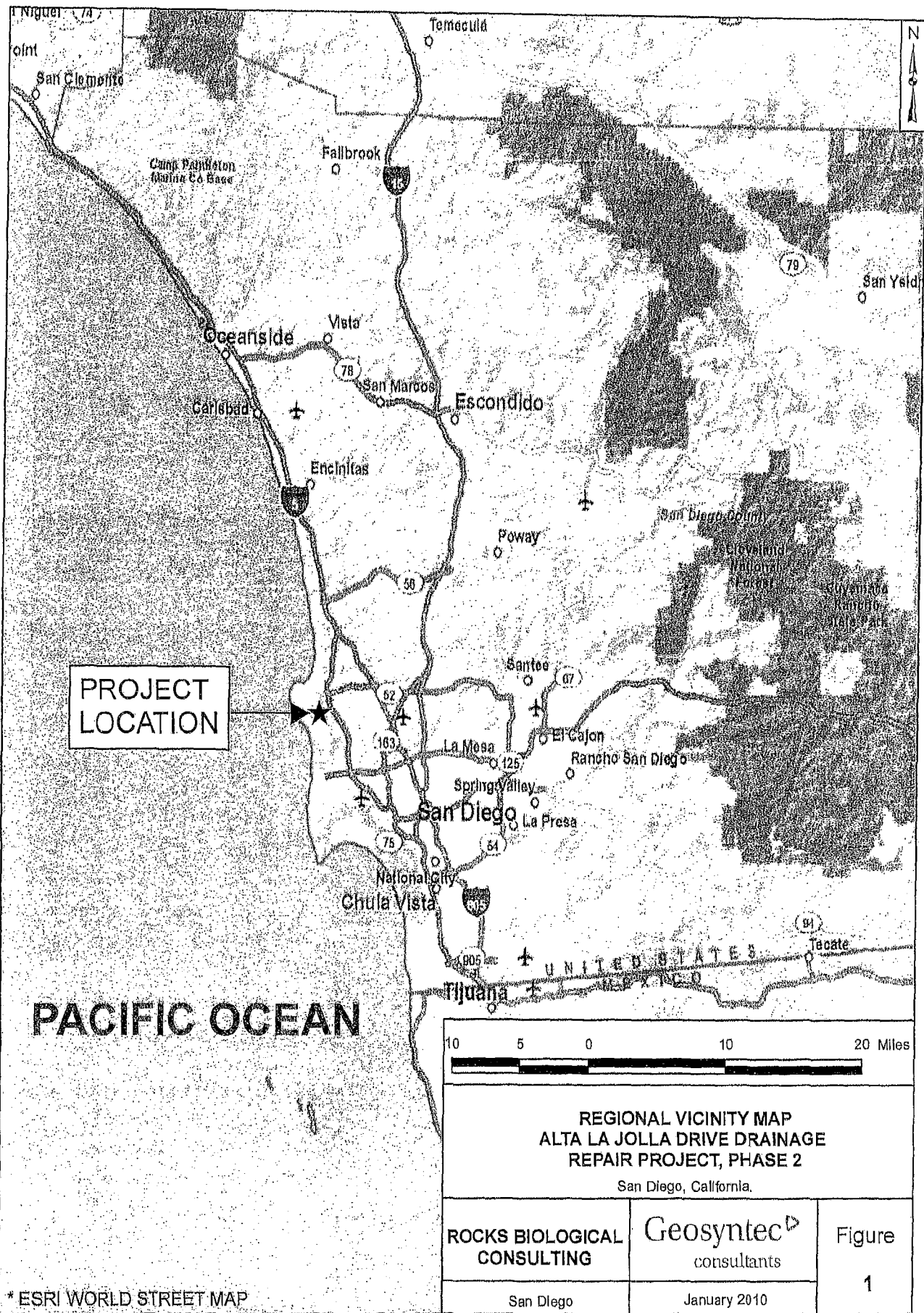
OR

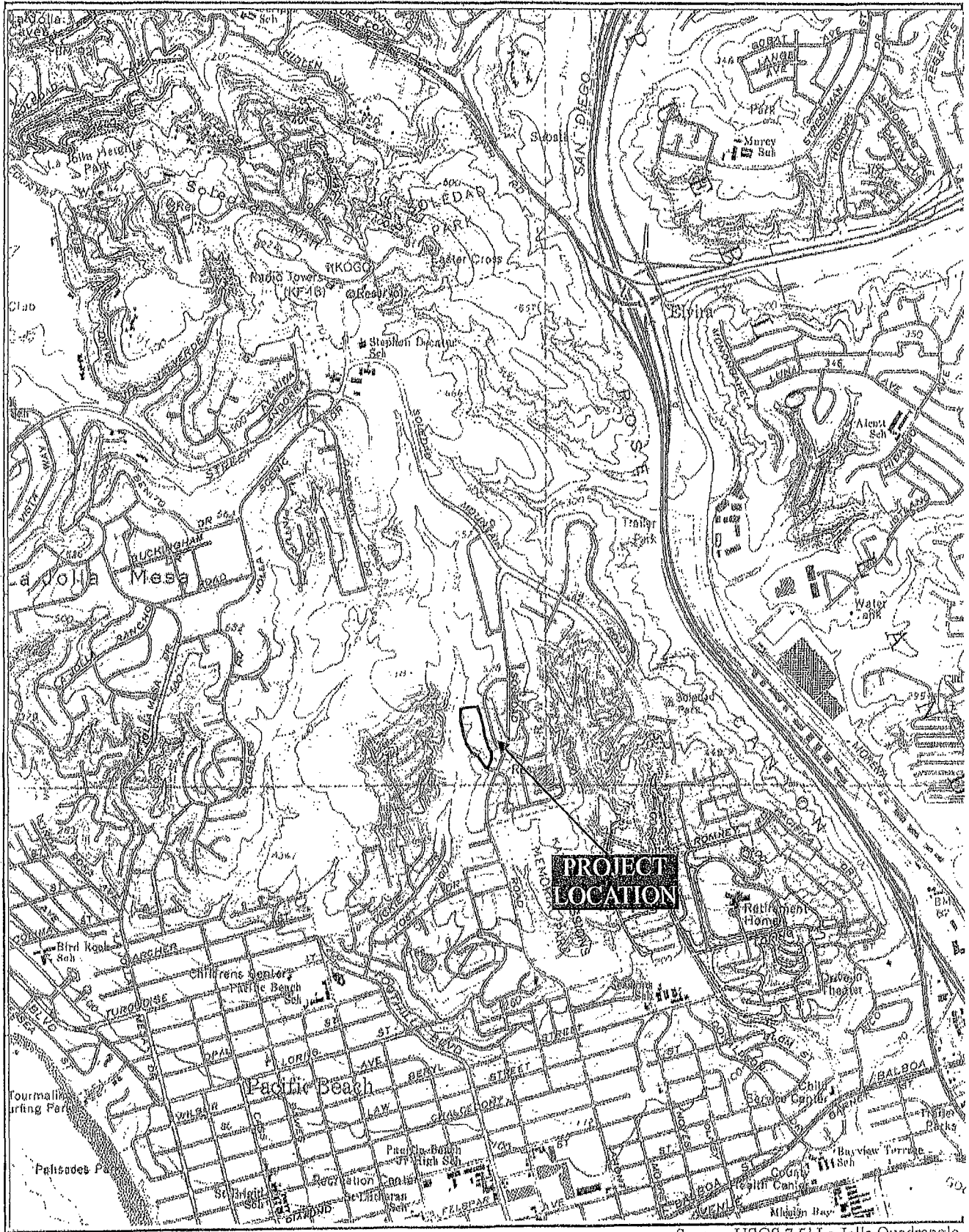
(2) FAX this certification, after signing, to: [760 602-4848]

OR

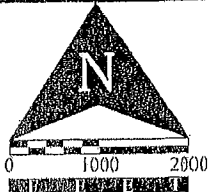
(3) MAIL to the following address:

U.S. Army Corps of Engineers
Regulatory Division
ATTN: CESPL-RG-SPL-2010-00157-RRS
Los Angeles District, Corps of Engineers
Regulatory Division, Carlsbad Field Office
5900 La Place Ct., Suite 100
Carlsbad, CA 92008





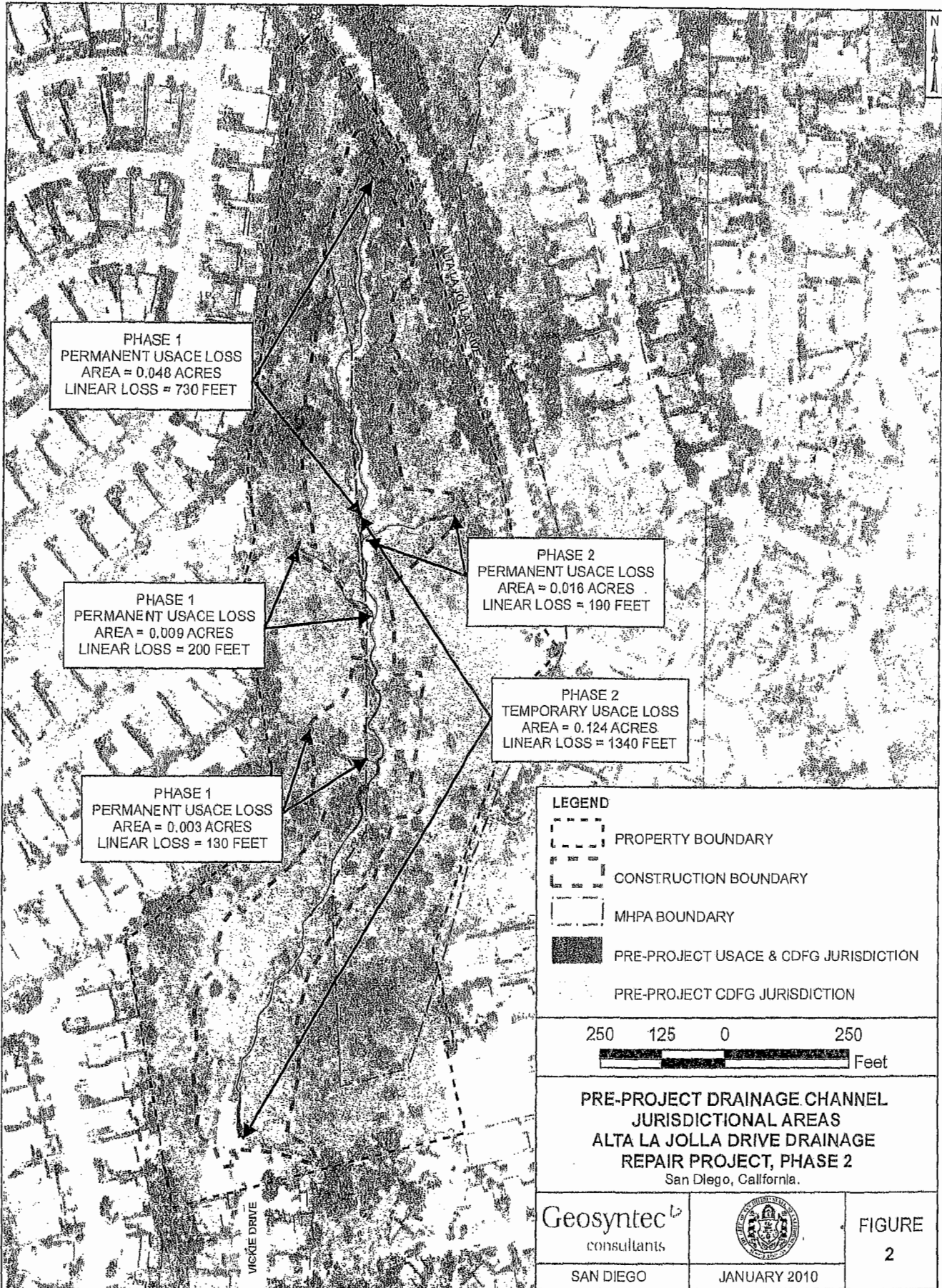
Source: USGS 7.5' La Jolla Quadrangle

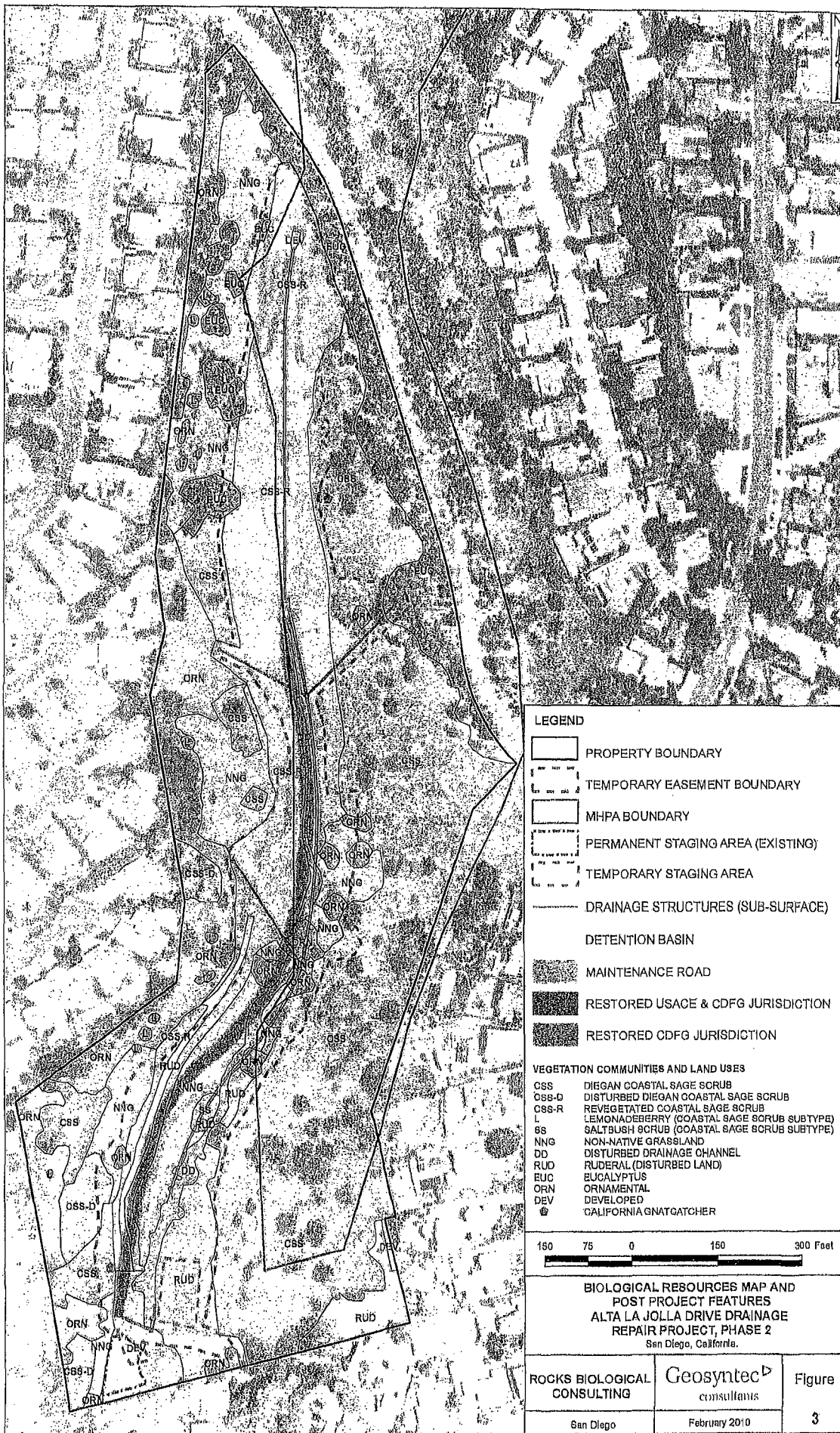


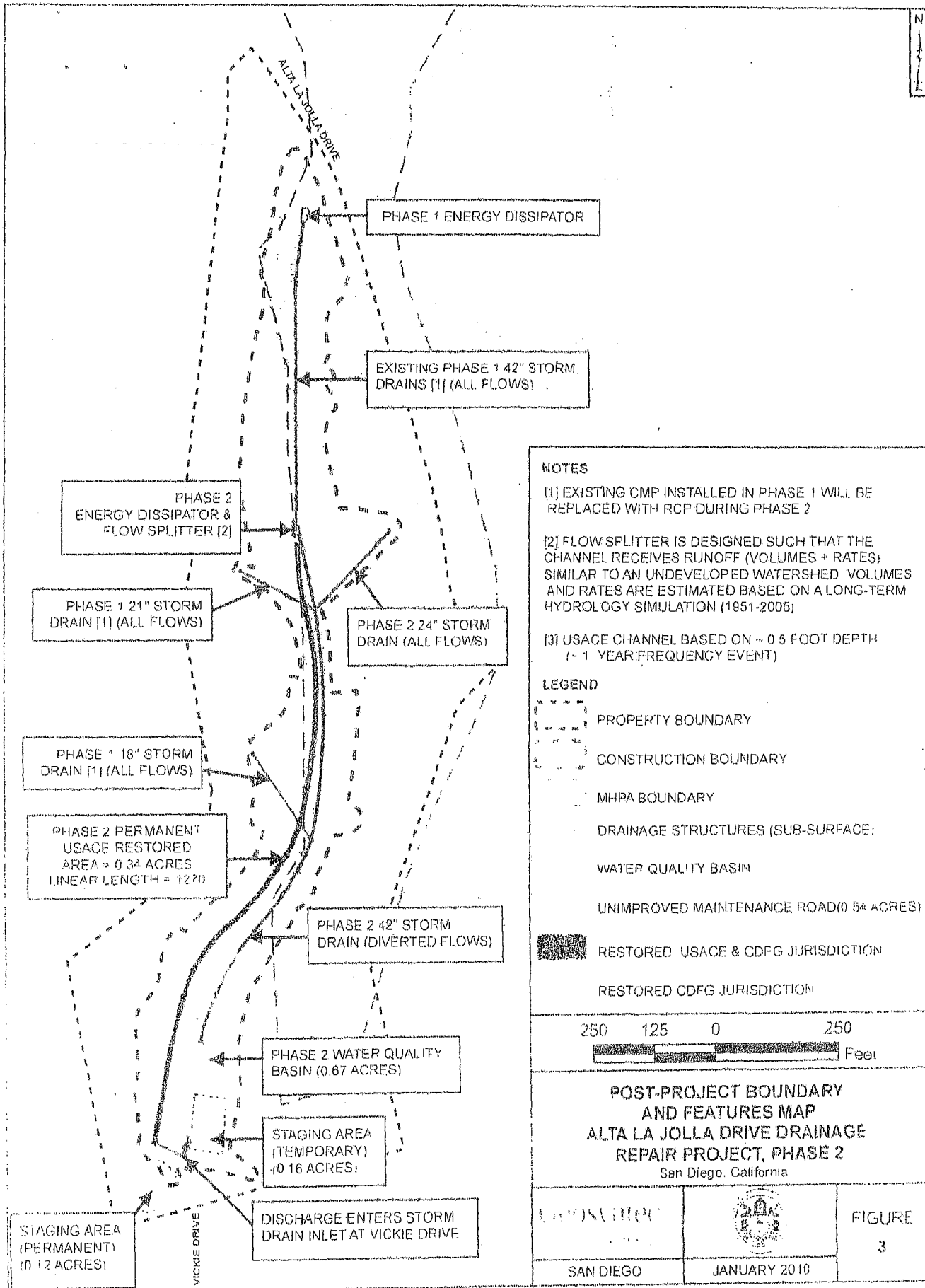
Project Location

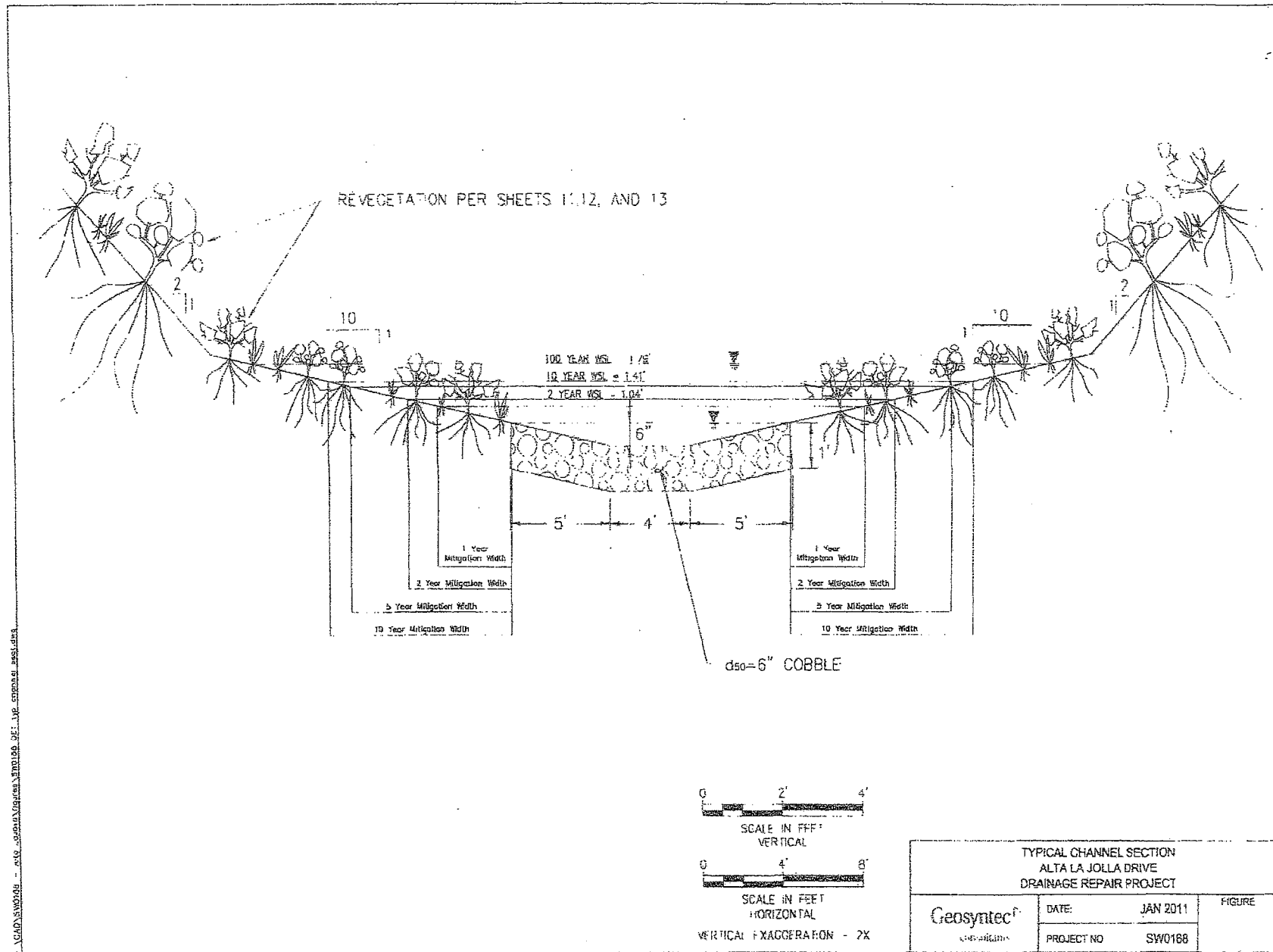


Laguna Mountain Environmental, Inc.









ATTACHMENT F
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ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Habitat Restoration Sciences, Inc., herein called "Contractor" for construction of **ALTA LA JOLLA DRIVE DRAINAGE REPAIR PH2/ LANDSCAPE, MAINTENANCE, MONITORING & REPORTING**; Bid No. **K-16-1350-3**; in the amount of Four Hundred Twenty Thousand Eight Hundred Twenty Dollars and 00/100 (\$420,820.00), which is comprised of the Base Bid.

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) That certain documents entitled **ALTA LA JOLLA DRIVE DRAINAGE REPAIR PH2/ LANDSCAPE, MAINTENANCE, MONITORING & REPORTING**, on file in the office of the Public Works Department as Document No. **S-10001**, 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 **ALTA LA JOLLA DRIVE DRAINAGE REPAIR PH2/ LANDSCAPE, MAINTENANCE, MONITORING & REPORTING**, Bid Number **K-16-1350-3**, 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 §22.3103 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

By 

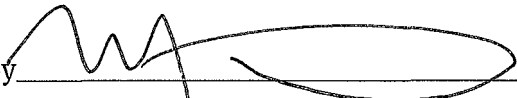
Print Name: Michelle Muñoz
Contract Specialist
Public Works Department

Print Name: Davin A. Widgerow
Deputy City Attorney

Date: 9/29/16

Date: 9-30-2016

CONTRACTOR

By 

Print Name: Mark Geirard

Title: President

Date: 7/5/2016

City of San Diego License No.: B2005013311

State Contractor's License No.: 842661

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003125

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND
PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 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 § 22.3004 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 § 22.3004.

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:

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____ ; SAP No. (WBS/IO/CC) _____; 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 _____, _____.

Contractor

by

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

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**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Habitat Restoration Sciences, Inc. as Principal, and
International Fidelity Insurance Company as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Alta La Jolla Drive Drainage Repair Ph2 / Landscape, Maintenance, Monitoring & Reporting; Bid No. K-16-1350-DBB-3


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.

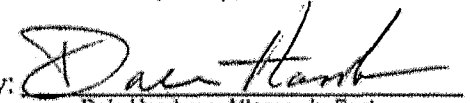
SIGNED AND SEALED, this 31st day of May, 20 16

Habitat Restoration Sciences, Inc. (SEAL) International Fidelity Insurance Company(SEAL)

(Principal)

(Surety)

By: 
(Signature)

By: 
Dale Harshaw, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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 San Diego)

On May 31, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, BRAD ORR, GEOFFREY SHELTON

San Diego, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



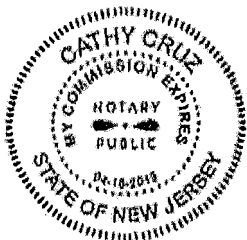
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 18, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of May 2016

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

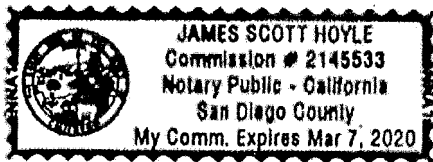
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On JUNE 9, 2016 before me, JAMES SCOTT HOYLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK GIRARD
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 James Scott Hoyle
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.

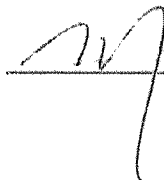
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the 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
N/A					

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Mark Girard Title President

Name



 Signature

Date 5/31/2016

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

COMPANY INFORMATION

Company Name: Habitat Restoration Sciences, Inc.	Contact Name: Mark Girard
Company Address: 4901 El Camino Real, Ste D	Contact Phone: 760-479-4210
Carlsbad, CA 92008	Contact Email: mgirard@hrs.dudek.com

CONTRACT INFORMATION

Contract Title: Alta La Jolla Drive Drainage Repair Ph2/ Landscape, Maintenance, Monitoring & Reporting	Start Date: 1,825 calendar
Contract Number (if no number, state location): K-16-1350-DBB-3	End Date: days

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.

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.

Mark Girard _____ 5/31/2016
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)

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: At the time of Project start will the site be completely weed free and the irrigation system fully operational?

A1: The site will be accepted at the end of PEP as per the project reports and criteria. The existing irrigation system will be maintained until the 5-year contractor switches the water service under their name since the water service & supply is part of the 5 -year contract.

Q2: Will current irrigation schedule/ controller charts be provided?

A2: The 5-year contractor should determine irrigation needs once they take over the site maintenance responsibilities.

Q3: Will the PROJECT BIOLOGIST called out in the specifications be the same biologist we are providing for monitoring or will the city have their own staff biologist dictating maintenance activities and methods?

A3: The PROJECT BIOLOGIST called out in the specifications will be the one monitoring the maintenance activities and methods provided under the contract documents and meeting all permit(s) conditions.

Q4: What areas if any may the Project Biologist restrict the use of chemical weed control?

A4: Follow the contract documents related to this issue.

Q5: Will all previous reports and information completed during the construction phase and 120 day maintenance period be made available to the contractor and biologist doing the monitoring and reporting for years 1-5 for reference and review?

A5: The City can provide the 120 PEP reports if requested.

- Q6: Per the Scope of work III. A.-1 the irrigation system must be inspected at a maximum interval of once every 7 days, per the MMRP section V. A-1.-b. the site maintenance visits are called out as being conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter, per the CMMP it is listed as every 6 months to then annually thereafter, per the plans it is called out as monthly- Which takes precedence?
- A6: The plans take precedence.
- Q7: Currently on site areas were found where planting holes were dug but not planted and only partially reburied or filled with soil. In the past we have run into to situations where additional unused holes were deemed to be lost or missing plants at a later date even though they were not. Can it be verified that all the original plants were planted and are on site at the end of the 120 day period and that these other holes are just extraneous and no future replanting will be needed unless the plants are identified and marked by the Biologist?
- A7: The end of the PEP and start of the 5-year maintenance is done per the plans and as required per the project permits & reports. The PEP period is still in progress and the 5-year bid should be based on the project plans.
- Q8: At project completion or when directed will only the above grade items of the irrigation system be required to be removed with all other buried items including valve boxes and buried mainlines be abandoned in place?
- A8: All temporary irrigation system including buried parts should be removed and area restored at the end of the 5-year maintenance.
- Q9: Who is responsible for any additionally required BMP's for erosion control if directed to be installed by Biologist, and or the City?
- A9: Any additionally required BMP's will be dealt with as additional work but the contractor of the 5-year work is expected to maintain & remove the existing temporary BMP(s). In addition, the contractor of the 5-year work is responsible to maintain and remove any temporary orange fencing.
- Q10: Who is responsible for any replacements of plant material, erosion control items, and or soil/hydro seed material loss due to storm events or other natural results of channel flow?
- A10: The 5-year contractor is responsible for replacements of plant material, erosion control items, and or soil/hydro seed material loss due to storm events.

- Q11: Currently, the bid schedule only includes one lump sum bid item (Line Item #6) for the "Extended Revegetation maintenance (5-Year Period) to Include Water Meter & Water Costs". This makes it extremely difficult to bid maintenance on this project. Our costs to maintain the site will be the highest during year 1 of maintenance and they will decrease annually over the five year period. Also, costs for the water meter and water costs will only apply to year 1 through three of the maintenance period. In the earlier years of the maintenance period monthly progress payments will not cover our costs (assuming under the current format we would receive 60 equal payments over the five year period). Would it be possible to add bid items for each year of the five year Extended Revegetation Maintenance, so progress payments will accurately cover our costs for each year?
- A11: The contractor should bid the project per the bid schedule provided. They should bid the item as lump sum. The contractor should structure the progress payments according to the amounts expended periodically.

James Nagelvoort, Director
Public Works Department

Dated: *June 3, 2016*
San Diego, California

JN/JBorja/egz

Bid Results for Project Alta La Jolla Drive Drainage Repair Ph2/Landscape, Maintenance, Monitoring & Reporting (K-16-1350-DBB-3)

Issued on 05/12/2016

Bid Due on June 14, 2016 2:00 PM (Pacific)

Exported on 06/14/2016

VendorID	Company Name	Address	Address 2	City	ZipCode	Contact	Phone	Email	Vendor Type
287428	Habitat Restoration Sciences, Inc.	4901 El Camino Real	Ste D	Carlsbad	92008	Cindy Thompson	760-479-4210	cthompson@hrs.dudek.com	CADIR,PQUAL,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Robert Kyle Matthews	Secretary	760-479-4210	cthompson@hrs.dudek.com

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	June 13, 2016 2:45:18 PM (Pacific)			Submitted	82116	0

Attachments		
File Title	File Name	File Type
Contractors Certification	Contractors Certification.pdf	General Attachments
Equal Benefits Ordinance	Equal Benefits Ordinance.pdf	General Attachments
Bid Bond	bid bond_20160610141553.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	\$37,000.00	\$37,000.00
2	Main Bid	561730	Mobilization/Demobilization	LS	1	\$25,000.00	\$25,000.00
3	Main Bid		Field Orders - Type II	AL	1	\$22,000.00	\$22,000.00
4	Main Bid	561730	Remove Temporary Irrigation System (End of 5-yr Period) to Include Street Restoration of Pavement & Impacted Areas	LS	1	\$47,000.00	\$47,000.00
5	Main Bid	561730	Extended Revegetation Monitoring and Reporting (5-Year Period) Program	LS	1	\$67,400.00	\$67,400.00
6	Main Bid	541330	Extended Revegetation Maintenance (5-Year Period) to Include Water Meter & Water Costs	LS	1	\$222,420.00	\$222,420.00
Subtotal							\$420,820.00
Total							\$420,820.00

Subcontractors							
Name	Description	License Num	Amount	Type	Address	City	ZipCode
Western Gardens Landscaping, Inc.	Provide Labor for Maintenance Tasks.	662550	\$12,300.00	PQUAL,SLBE,CADIR	4616 Pannonia Rd.	Carlsbad	92008
Balk Biological, Inc.	Biological monitoring services	n/a	\$19,200.00	CAU,FEM,ELBE,DBE,WBE,WOSB	322 Encinitas Blvd., #290	Encinitas	92024

Self-Performance
92.51%