



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: March 2, 2021

TO: James Nagelvoort, Director and City Engineer, Engineering & Capital Projects

FROM: Cindy Crocker, Acting Deputy Director, Engineering & Capital Projects

SUBJECT: Sole Source Agreement for Revegetation and Long-Term Maintenance and Monitoring at Crest Canyon

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Estimated Amount: \$500,000 (Not-to-Exceed)

Contractor: Habitat Restoration Sciences, Inc.

Estimated Completion: July 31, 2026

Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), "Exceptions to Advertisement and Competitive Award of Engineering & Capital Projects Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

In February 2021, the City's emergency contractor is scheduled to complete all construction activities related to the emergency repair of a collapsed storm drain and the resulting four sinkholes.

In accordance with the requirements of the City of San Diego Municipal Code Land Development Code & Landscape Regulations, the project is subject to biological monitoring, a revegetation plan preparation, plant installation, a 120-day plant establishment period, and a five year maintenance and monitoring program to begin within 90 days of the completion of the repairs.

The repaired slope must be revegetated with native species to prevent erosion of the slope which may result in another failure and non-compliance with City land development code requirements.

The emergency contractor has declined this work. Habitat Restoration Sciences, Inc. (HRS) has been providing professional construction services for this project and has acquired a

comprehensive understanding of the project site and its challenges. Allowing HRS to continue to provide revegetation and support services under a sole source agreement will prevent additional schedule delays and eliminate redundant costs associated with procuring a new consultant for revegetation. Further, the timing for installation of plant material must occur within a 90-day window of completion of the emergency work and does not allow enough time to solicit bids for this work.

The biological monitoring and native revegetation services provide by HRS are expected to cost approximately \$500,000. It is requested that HRS be awarded a sole source contract for these services.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.

APPROVED BY:

  
\_\_\_\_\_  
James Nagelvoort, Director and City Engineer  
Engineering & Capital Projects

3/3/2021  
Date

Enclosure: 1. Memorandum from Elif Cetin, to Cindy Crocker dated February 17, 2021.

cc: Myrna Dayton, Assistant Director, Engineering & Capital Projects  
Akram Bassyouni, Deputy Director, Engineering & Capital Projects  
Elif Cetin, Deputy Director, Engineering & Capital Projects  
Mark Nassar, Deputy Director, Engineering & Capital Projects  
Luis Schaar, Deputy Director, Engineering & Capital Projects  
Jason Grani, Assistant Deputy Director, Engineering & Capital Projects  
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects  
Catherine Dungca, Senior Civil Engineer, Engineering & Capital Projects  
Stephen Samara, Principal Contract Specialist, Engineering & Capital Projects  
Jess Arcillas, Associate Civil Engineer, Engineering & Capital Projects



**The City of San Diego**  
**MEMORANDUM**

Enclosure

DATE: February 17, 2021

TO: Cindy Crocker, Acting Deputy Director, Engineering & Capital Projects Contracts

FROM: Elif Cetin, Deputy Director, Engineering & Capital Projects -AEP

SUBJECT: Sole Source Agreement for Revegetation and Long-Term Maintenance and Monitoring at Crest Canyon Emergency Park SD Replace

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On December 19, 2019, Transportation and Storm Water Department reported a failing 54-inch corrugated metal pipe storm drain located within the Crest Canyon Open Space Park. The collapsed storm drain severely eroded the existing surface and propagated 4 sinkholes that threatened nearby private properties. The City's emergency contractors is scheduled to complete all construction activities on February 2021.

In accordance with the requirements imposed by the City of San Diego Municipal Code Land Development Code & Landscape Regulations, this project is subject to biological monitoring, revegetation plan preparation, plant installation, a 120-day Plant Establishment Period and 5-year maintenance and monitoring program to begin within 90 days of the completion of the repairs. The repaired slope must be revegetated with native species to prevent erosion of the slope which may result in another failure and non-compliance with City land development code requirements.

A separate sole source contract for the revegetation long-term maintenance and monitoring task is required due to the emergency contractor declining this work. Sole sourcing is needed as timing for installation of plant material must be done within a 90-day window of completion of work and does not allow enough time to solicit a separate bid for this work.

Habitat Restoration Sciences, Inc.. HRS, has been providing professional construction services for this project and has acquired a comprehensive understanding of the project site and its challenges. Allowing HRS to continue to provide revegetation and support services under a Sole Source Agreement with the City of San Diego will prevent additional schedule delays and eliminate redundant costs associated with procuring a new consultant for revegetation.

The biological monitoring, and native revegetation services provide by HRS are expected to cost approximately \$500,000. Therefore, your approval is requested for a Sole Source Agreement with HRS for consultant services to provide the revegetation long term monitoring and maintenance of the Crest Canyon Emergency Park SD Replace project. It is requested that HRS be awarded a sole source contract for these services in the amount not-to-exceed \$500,000 and completion date of December 31, 2026.

Page 2  
Cindy Crocker, Acting Deputy Director  
February 17, 2021

Should you have any questions or need further details, please contact Jess Arcillas at (619) 533-4625 or [JArcillas@sandiego.gov](mailto:JArcillas@sandiego.gov)



Elif Cetin

Elif Cetin  
Deputy Director  
Architectural Engineering & Parks Division

EC/ja

cc: Jason Grani, Interim Assistant Deputy Director, Engineering & Capital Projects  
Department

Jong Choi, Senior Civil Engineer, Engineering & Capital Projects Department

Stephen Samara, Principal Contract Specialist, Engineering & Capital Projects  
Department

Jess Arcillas, Associate Civil Engineer, Engineering & Capital Projects Department



**ENGINEER OF WORK**

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



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For City Engineer

6/22/21

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Date

Seal



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## GENERAL

### 1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.
- 1.2. The Work consists of 60-month long-term maintenance and monitoring and shall commence after city biologist approval of the 120 Plant Establishment Period for Crest Canyon Emergency Park Storm Drain Replace project. The scope of work shall comply with **Exhibit L - Scope of Work** and sections relating to 60 Month Maintenance and Monitoring in **Exhibit P - Restoration Plan**.
- 1.3. This solicitation is for a firm price with Lump Sum and Unit Price items to be paid in accordance with SECTION 7, "MEASUREMENT AND PAYMENT" of the Specifications.

### 2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
  - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 7.9 of these "General Instructions".
  - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:  
  
<https://pro.prismcompliance.com/default.aspx>.
  - 2.1.3. 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.

3. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and **Exhibit I - Forms**.

4. **CONTRACT TIME:** The Work, including the plant establishment period, shall be completed within **1,825 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.

5. **CONTRACT PRICE:** The Contract Price is **\$439,000**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.



6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C-27**
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 7.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 7.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 7.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 7.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 7.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City

**7.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**7.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**7.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**7.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 7.11 above. (Labor code section 1773.3).

**8. 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>   | 2018    | PWPI010119-01   |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*<br><a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>   | 2018    | PWPI010119-02   |
| City of San Diego Standard Drawings*<br><a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>   | 2018    | PWPI010119-03   |
| Citywide Computer Aided Design and Drafting (CADD) Standards<br><a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>   | 2018    | PWPI010119-04   |
| California Department of Transportation (CALTRANS) Standard Specifications<br><a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>   | 2018    | PWPI030119-05   |
| CALTRANS Standard Plans<br><a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>  | 2018    | PWPI030119-06   |
| California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6)<br><a href="https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf">https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf</a> | 2014    | PWPI060121-10   |
| <p><b>NOTE:</b> *Available online under Engineering Documents and References at:<br/><a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a><br/>*Electronic updates to the Standard Drawings may also be found in the link above</p>   |         |                 |

**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 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**10. SUBCONTRACTOR INFORMATION:**

- 10.1. 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 state the **DIR REGISTRATION NUMBER** for all subcontractors and 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 3-2, "SELF-PERFORMANCE", 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 10.2. 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), DIR REGISTRATION NUMBER** 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.

11. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-6, "Trade Names or Equals."
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
13. **PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Engineering & Capital Projects Department, Contracts Division, 525 B Street, Suite 750, San Diego, California, 92101, Telephone No. (619) 533-3450.
14. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
15. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.
  - 15.1. The Bidder, by submitting electronically, 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 contract are true and correct.
16. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
17. **AWARD OF CONTRACT:**
  - 17.1. Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.
  - 17.2. The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

- 18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor 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.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9 "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

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

- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5.** 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.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

## AGREEMENT

**FOR  
CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
HABITAT RESTORATION SCIENCES, INC.**

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This sole-source construction 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 the purpose of designing (when required) and constructing projects **Long Term Maintenance and Monitoring Crest Canyon Park Emergency SD Replace**, Bid No., **K-21-2029-SLS-2**, in the amount of **\$439,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

### RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

### AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. 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.
- D. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego



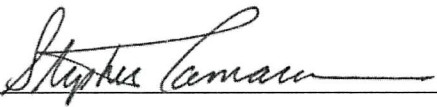
Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.

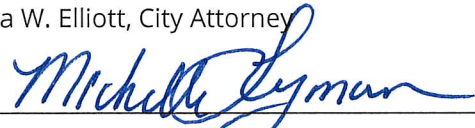
- E. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- F. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- G. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Calendar Days stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- L. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
  - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
  - b) Obtain the required insurance in accordance with 5-4, "INSURANCE", and any additional insurance as may be specified in the Supplemental Special Provisions.

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

Print Name: Stephen Samara  
Principal Contract Specialist  
Engineering & Capital Projects Department

Print Name: Michelle Lyman  
Deputy City Attorney

Date: 10/12/2021

Date: November 5, 2021

**CONTRACTOR**

By 

Print Name: Kevin DiSabatino

Title: President

Date: July 1, 2021

City of San Diego License No.: B2005013311

State Contractor's License No.: 842661

## PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

---

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

HABITAT RESTORATION SCIENCES, INC., a corporation, as principal, and a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Hundred Thirty Nine Dollars and Zero Cents (\$439,000.00) for the faithful performance of the annexed contract, and in the sum of Four Hundred Thirty Nine Dollars and Zero Cents (\$439,000.00) 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Continued)**

Dated July 2, 2021

Approved as to Form

Habitat Restoration Sciences, Inc.

Principal

By [Signature]

Robert Kyle Matthews - Vice President

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]  
Deputy City Attorney

Harco National Insurance Company

Surety

By [Signature]

Tara Bacon, Attorney-in-fact

Approved:

2400 East Katella Ave., Suite 250

Local Address of Surety

By [Signature] 10/12/2021

Anaheim, CA 92806

Local Address (City, State) of Surety

Stephen Samara  
Principal Contract Specialist  
Engineering & Capital Projects Department

714-602-9170

Local Telephone No. of Surety

Premium \$ 7,839.00

Bond No. 0798014

# ACKNOWLEDGMENT

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

State of California  
County of San Diego

On July 2, 2021 before me, Minna Huovila, 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**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0798014

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SARAH MYERS, JAMES D. CASTLE, TARA BACON, LAWRENCE F. MCMAHON, GEOFFREY SHELTON, MARIA HALLMARK, JANICE MARTIN

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2020, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 on this day, July 2, 2021

A00392

Irene Martins, Assistant Secretary

## ACKNOWLEDGMENT

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

State of California

County of San Diego )

On July 7, 2021 before me, Russell Benson, Public Notary  
(insert name and title of the officer)

personally appeared Robert Kyle Matthews,  
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)



**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**



## **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 5-1.3, "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.

**EXHIBIT B**

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

## CONTRACTOR CERTIFICATION

---

### AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans 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.

**EXHIBIT C**

**CONTRACTORS STANDARDS – PLEDGE OF COMPLIANCE**

## 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 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

**EXHIBIT D**

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

**EXHIBIT E**

**AFFIDAVIT OF DISPOSAL**



**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:

**Long Term Maintenance and Monitoring Crest Canyon Park Emergency SD Replace**  
\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-21-2029-SLS-2**; SAP No. (WBS) **B-20019**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

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

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

**EXHIBIT F**

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

**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.

**EXHIBIT G**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
|               |          |                      |                  |        |                                  |
|               |          |                      |                  |        |                                  |
|               |          |                      |                  |        |                                  |
|               |          |                      |                  |        |                                  |
|               |          |                      |                  |        |                                  |
|               |          |                      |                  |        |                                  |

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Kevin DiSabatino Title President

Name  
  
 Date July 1, 2021

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT H**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**



# EXHIBIT I

## FORMS



**LIST OF SUBCONTRACTORS**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK          | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup> | WHERE CERTIFIED <sup>ⓑ</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|-------------------------|------------------------------|-----------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Dudek</u><br>Address: <u>605 Third St</u><br>City: <u>Encinitas</u> State: <u>CA</u><br>Zip: <u>92024</u> Phone: <u>760-942-5147</u><br>Email: <u>hello@dudek.com</u> | Consultant              | 1000007200              | N/A                          | Biological Monitoring | \$49,000.00                 | OBE  | N/A                          | N/A                                |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____   |                         |                         |                              |                       |                             |  |                              |                                    |

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

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

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

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER  | MATERIALS OR SUPPLIES              | DOLLAR VALUE OF MATERIAL OR SUPPLIES<br><b>(MUST BE FILLED OUT)</b> | SUPPLIER<br>(Yes/No) | MANUFACTURER<br>(Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|--|------------------------------------|---|----------------------|--------------------------|--|------------------------------|
| Name: <u>Site One Landscape Supply</u><br>Address: <u>5805 Kearny Villa Rd</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92123</u> Phone: <u>858-560-6611</u><br>Email: <u>siteoneus@billtrust.com</u>   | irrigation and herbicide materials | less than \$5,000   | Yes                  | No                       | N/A  | N/A                          |
| Name: <u>Moosa Creek Nursery</u><br>Address: <u>27201 Cool Water Ranch Rd</u><br>City: <u>Valley Center</u> State: <u>CA</u><br>Zip: <u>92082</u> Phone: <u>760-749-3216</u><br>Email: <u>nursery@moosacreek.com</u> | native plants                      | less than \$5,000   | Yes                  | No                       | N/A  | N/A                          |

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

**DEBARMENT AND SUSPENSION CERTIFICATION**

| EFFECT OF DEBARMENT OR SUSPENSION   |
|---|
| To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City. |

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 Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

| NAME             | TITLE          |
|------------------|----------------|
| Joe Monaco       | CEO            |
| Kevin DiSabatino | President      |
| Kyle Matthews    | Vice President |
| Cindy Thompson   | Secretary      |
| Christine Moore  | CFO            |

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Kevin DiSabatino Title President  
Name

 Date July 6, 2021  
Signature

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

Names of the Principal individual owner(s)  
**FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS**

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                      | TITLE            |
|---------------------------|------------------|
| Site One Landscape Supply | National Company |
|                           |                  |
|                           |                  |
|                           |                  |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                            | TITLE |
|---------------------------------|-------|
| Moosa Creek Nursery, Jose Cohen | Owner |
|                                 |       |
|                                 |       |
|                                 |       |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


| NAME              | TITLE |
|-------------------|-------|
| Dudek, Joe Monaco | CEO   |
|                   |       |
|                   |       |
|                   |       |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Kevin DiSabatino Title President

 Name Kevin DiSabatino Date July 6, 2021

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\***

**EXHIBIT J**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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### PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

#### SECTION A – GENERAL REQUIREMENTS

**0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

**1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM to 5:00 PM**

To the “WHITEBOOK”, ADD the following:

108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

**1-7.1.3 Requests for Information (RFI).** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
  - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
  - b) RFIs shall be numbered sequentially.
  - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
  - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
  - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

**1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
  - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.



- b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director  
Construction Management and Field Engineering Division  
9573 Chesapeake Drive San Diego, CA 92123

### **SECTION 3 – CONTROL OF THE WORK**

**3-3 SUBCONTRACTORS.** To the "WHITEBOOK", ADD the following:

- 6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-13.1.1 Requirements Before Requesting Substantial Completion.**

1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 “Redlines and Record Documents”.
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.
  - f) Provide and properly identify all keys for construction and all keys for permanent Work.
  - g) Provide all final Special Inspection reports required by the applicable building Code.
  - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
  - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
  - j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
  - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, “VIDEO INSPECTION”.
  - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT” shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
  - m) Notify the Engineer to arrange a final inspection of any permanent BMPs installed.

**3-13.1.2 Walk-through and Punchlist Procedure.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through.
2. After you complete the requirements in 3-13.1.1, “Requirements Before Requesting Substantial Completion” and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete and request a Walk-through. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, “Requirements Before Requesting Substantial Completion”. Within 7 Working Days, the City will either reject your request for a Walk-through in writing or schedule and conduct a Walk-through inspection. The Engineer shall facilitate the Walk-through.
3. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
4. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
5. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
6. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
7. If, at any time during the Engineer’s evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
8. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, all operation and maintenance manuals have been approved, all necessary warranty letters have been received, and the work is formally accepted by the City.
9. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

**3-13.2 Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

**3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or

repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

| <b>Specified Item</b>  | <b>Minimum Warranty Period</b>      |
|--|-------------------------------------|
| Detectable Warning Tile Construction                           | 3 Years of Manufacturer's Warranty  |
| All Work Under SECTION 500 – PIPELINE REHABILITATION           | 3 Years                             |
| Fiber Optic Interconnect Cables                                | 2 Years                             |
| Luminaires*  | 10 Years of Manufacturer's Warranty |
| LED Signal Modules   | 3 Years of Manufacturer's Warranty  |
| Field Devices Associated with 700-6.3, "Adaptive Control Note" | See 700-6.3.9, "Warranty"           |

\* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

**5-4** **INSURANCE.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**5-4** **INSURANCE.**

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

**5-4.1** **Policies and Procedures.**

1. You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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.

**5-4.2** **Types of Insurance.**

**5-4.2.1** **Commercial General Liability Insurance.**

1. Commercial General Liability Insurance shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall 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                |

**5-4.2.2 Commercial Automobile Liability Insurance.**

1. You shall 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 shall be outside the limits of the policy.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall 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.

**5-4.3.1 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 shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**5-4.4 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 shall 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.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.**

1. You shall 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.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.



**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**5-4.7 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.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.**

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

2. Limits for this insurance shall 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 requires 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 shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
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 Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b) Within 5 Working 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) 72 hours in advance of the scheduled resurfacing.

**5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the

Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.

3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:  
  
<https://www.sandiego.gov/ecp/edocref/>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

**5-15.1 General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
  - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**6-1.1 Construction Schedule.** To the "GREENBOOK", paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the "WHITEBOOK", item 1, subsection "e", "s", and "h", DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
  - i. Refer to the Sample City Invoice materials in **Exhibit O – Sample City Invoice with Cash Flow Forecast** and use the format shown.
  - ii. See also the "Cash Flow Forecast Example" at the location below:  
<https://www.sandiego.gov/ecp/edocref/>
- h) Your Schedule shall include 7 Working Days for the Engineer to schedule and conduct a Walk-through inspection and 15 Working Days for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.

**6-1.1.2 Contracts More Than \$500,000 In Value.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Provide the Schedule to the Engineer in accordance with 6-1.1, "Construction Schedule" and 6-1.2, "Commencement of the Work".

To the "WHITEBOOK", item 2, DELETE in its entirety.

**6-1.2 Commencement of the Work.** To the "WHITEBOOK", ADD the following:

- 5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule" at the scheduled pre-construction meeting.
- 6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
  - a) Mobilization of your trailers, associated utility setup, and grading for trailer area

- b) Permit Procurement
- c) Fencing and temporary utilities for your storage areas
- d) Submittal of anticipated critical path submittals

**6-1.5.2 Excusable Non-Compensable Delays.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**6-1.5.2 Excusable Non-Compensable and Concurrent Delays.**

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “Extensions of Time” for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

**6-4.2 Extensions of Time.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, “Excusable Delays” unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project’s critical path.

- b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer’s weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, “Claims”.

**6-4.4 Written Notice and Report.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, “Extensions of Time”, will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

**ADD:**

**6-6.1.1 Environmental Document.**

- 1. The City of San Diego has prepared a Notice of Exemption for **Long Term Maintenance and Monitoring Crest Canyon Park Emergency SD (Crest Canyon Park Emergency SD Replace)**, Project No. **B-20019.02.06**, as referenced in the Contract Exhibit. You shall comply with all requirements of the Notice of Exemption as set forth in **Exhibit K**.
- 2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the “GREENBOOK” and “WHITEBOOK”, paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
  - a) The Project damaged was built in accordance with the Contract requirements.
  - b) There are no insurance requirements in the Contract for the damages.

### 7-3.2

**Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
  - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
  - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c) Consent of Surety to Final Payment.
  - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
  - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
  - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
  - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

**7-3.2.1 Application for Progress Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

**7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will pay 6% annually for late progress payments.
2. Progress payments will be considered "late" if the following occur:
  - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
  - b) The application for payment does not require signing of a Contract Change Order.
3. The Engineer may withhold payment for any of the following reasons:
  - a) Defective or incomplete Work.
  - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
  - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
  - a) Defective or incorrect Work not remedied.
  - b) Damage to City property or a third party's property that was caused by you.
  - c) Liquidated Damages.



**7-3.2.3 Waiver of Claims at Final Payment.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

**7-3.2.4 Withholding of Payment and Back Charge.** To the “WHITEBOOK”, DELETE in its entirety.

**7-3.5.1 General.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
  - a) imported backfill
  - b) shoring
  - c) water services
  - d) house connection sewers
  - e) water pollution control items
2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

**7-3.9 Field Orders.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “Field Orders” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9**

**FIELD ORDER LIMITS**

| <b>Contract Price</b>        | <b>Maximum Field Order Work Amount</b> |
|------------------------------|--|
| Less than \$100,001          | \$2,500                                |
| \$100,001 to \$1,000,000     | \$5,000                                |
| \$1,000,001 to \$5,000,000   | \$10,000                               |
| \$5,000,001 to \$15,000,000  | \$20,000                               |
| \$15,000,001 to \$30,000,000 | \$40,000                               |
| Greater than \$30,000,000    | \$50,000                               |

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

**7-4.3 Markup.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
  - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
  - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
  - c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

## SECTION 302 – ROADWAY SURFACING

**302-4.5 Scheduling, Public Convenience and Traffic Control.** To the “GREENBOOK”, paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
  - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
  - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary “No Parking” signs 72 hours in advance.
  - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**303-5.1.1 General.** To the “WHITEBOOK”, ADD the following:

7. For the purposes of this section, the terms “walk” and “access ramp” shall be synonymous with “sidewalk” and “curb ramp and pedestrian ramp”, respectively.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-3.3 Removal and Abandonment of Existing Conduits and Structures.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For 6 inch (152.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, “CONTROLLED LOW STRENGTH MATERIAL (CLSM)”.

## SECTION 600 - ACCESS

**600-1 GENERAL.** To the “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. You shall notify Environmental Services Department via email ([trash@sandiego.gov](mailto:trash@sandiego.gov)) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
  - a) You shall verify waste collection schedules via the Environmental Services website at:

<http://www.sandiego.gov/environmental-services/collection/index.shtml>

- b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
  - i. Provide advance written notice to every property affected by blocked public right of way.
  - ii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.
  - iii. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.
- c) If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

**601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

**601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

**601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are

greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

**SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1 Project Biologist.** To the “WHITEBOOK”, ADD the following:

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

**EXHIBIT K**

**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

*(Check one or both)*

TO:   X   Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400  
  
       Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

FROM: City of San Diego  
Public Works Department  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

**Project No. / WBS No.:** B-20019.02.06

**Project Name:** Crest Canyon Emergency Storm Drain Pipe Replacement

**Project Location-Specific:** The project is located near 2800 Racetrack View Drive in Crest Canyon open space park, within the Torrey Pines Community Planning Area (Council District 1).

**Project Location-City/County:** San Diego/San Diego County

**Description of nature and purpose of the Project:** Emergency repairs of a 54-inch corrugated aluminum pipe (CAP) are occurring in Crest Canyon. Once emergency work began, further assessment of the pipeline revealed the remaining 24, 30, 42, and 48-inch CAP in the canyon is in poor condition and at risk of imminent failure. Additional failures to the pipe line could result in the formation of additional sinkholes, discharge of sediment into environmentally sensitive areas, and flooding. To prevent impacts to public health, safety and property, immediate action is necessary to repair and stabilize these additional segments of storm drain pipe. Work will include repair and/or replacement of the damaged storm drain pipe and ancillary structures, and creation of a temporary access road. Following completion of work, all areas impacted by the emergency will be restored to their pre-impact condition, including restoration of environmentally sensitive habitat impacted by the project.

The project is located within the City's Multi-Habitat Planning Area and Environmentally Sensitive Lands (ESL). The project will comply with all City ESL regulations to avoid and minimize impacts to environmental resource to the greatest extent feasible.

A subsequent Coastal Development Permit (CDP) is required in accordance with Section 126.0718 of the Land Development Code. The application for the CDP shall be submitted within 180 days of issuance of the emergency permit.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego, Public Works Department  
Contact: Sean Paver  
525 B Street, Suite 750 (MS 908A)  
San Diego, CA 92101  
(619) 533-3629

Exempt Status: (CHECK ONE)

(X) Statutory Exemptions: Emergency Project – Sec. 21080(b)(4); 15269(b)(c)

Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego

conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)), which allows for actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Carrie Purcell

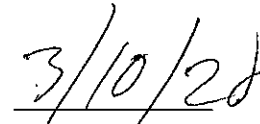
Telephone: (619) 533-5124

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

  
 \_\_\_\_\_  
 Carrie Purcell, Assistant Deputy Director

  
 \_\_\_\_\_  
 Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:



## **EXHIBIT L**

### **SCOPE OF WORK**

## SCOPE OF WORK

**I. Location of Work.** The location of the Work to be performed (Restoration Area) is shown on Restoration Plan exhibit

**II. Description of Work.** The Contractor shall maintain and monitor the Restoration Area during the Monitoring Program in accordance with this Contract. The Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, 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 Restoration Area according to the schedule and methods specified in the Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

**III. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plan.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine maintenance work, site inspection, and operations such as repairs (i.e. BMPs, fencing, etc), and watering.

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

**IV. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **60** months.

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

**A. C-27 State Contractor's License.**

1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27 State Contractor's License.**

**B. Pest Control Advisor's License.**

1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

**C. Registration with the County Agriculture Commission.**

**D. Qualified Applicator's Certificate for Category B.** This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

**E. City of San Diego Business License.**

**VI. Hours of Performance.** The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

**VII. 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 LTMMA.

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 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:
  - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
  - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

- d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Restoration 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) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

**B. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the restoration area in accordance with instructions from the Project Biologist. The Contractor shall not top trees.

1. **Potential Hazards.** The Contractor shall notify the 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 the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. 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 two "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.

- C. Weed Removal.** The Contractor shall completely remove weeds from the Re-vegetation 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.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

- D. Disease and Pest Control.** The Contractor shall regularly inspect the Restoration Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the 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 the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the 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.

**E. Plant Replacement.** Except as provided in **Section F** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the 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 the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the 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 outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Restoration Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

**F. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

**G. 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 LTMMA. 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 the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

**H. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Restoration Area according to the schedule and methods described in the Restoration Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports

according to the schedule and instructions in the Restoration Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.

- I. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

**EXHIBIT M**

**PROPOSAL**



**PROPOSAL**

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, 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 contractor 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 contractor(s) further warrants that contractor(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, contractor(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

(3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted Habitat Restoration Sciences, Inc.

(2) Signature, with official title of officer authorized to sign for the corporation:

  
\_\_\_\_\_  
(Signature)

Robert Kyle Matthews  
\_\_\_\_\_  
(Printed Name)

Vice President  
\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 1217 Distribution Way

(5) City and State Vista, CA Zip Code 92081

(6) Telephone No. 760.479.4210 Facsimile No. 760.479.4190

**THE FOLLOWING SECTIONS MUST BE FILLED IN**

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C-27

LICENSE NO. 842661 EXPIRES 7-31-2022

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003125

TAX IDENTIFICATION NUMBER (TIN): 20-1111523

E-Mail Address: info@hrs.dudek.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:** \*See acknowledgement on next page

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

## ACKNOWLEDGMENT

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

State of California

County of San Diego

On November 8, 2021 before me, Russell Benson, Notary Public  
(insert name and title of the officer)

personally appeared Robert Kyle Matthews  
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)



January 26, 2021

2365b

Jess Anthony Arcillas, PE  
Engineering and Capital Projects Department  
Architectural Engineering & Parks Division  
City of San Diego

**Subject:** *Environmental Services for the Five-Year Maintenance and Monitoring Period for the Crest Canyon Emergency Storm Drain Replacement Project, San Diego, California*

Dear Mr. Arcillas:

HRS is pleased to submit this proposal to provide environmental services related on-site revegetation during the Five-Year Maintenance and Monitoring Period for the Crest Canyon Storm Drain Replacement Project (project) in the City of San Diego (City), California. This proposal reflects an update to the proposals from Dudek dated April 20 and May 26, 2020 which consolidates revegetation maintenance and monitoring tasks associated with the 5-year maintenance and monitoring period in line with the Habitat Restoration Plan for the Crest Canyon Storm Drain Project (October 2020), Irrigation plan (October 2020), Planting and Seeding Plan (December 2020), and Trail alignment plan (October 2020) . Restoration contracting will be conducted by Habitat Restoration Sciences (HRS), with 5-year restoration monitoring conducted by Dudek.

This scope of work is based on the best current information and typical anticipated requirements for an emergency project of this scope. However, future modifications to the project, including extension of the construction timeline, or an increase in project footprint, may necessitate an amendment to the scope of work and specific tasks described below.

## 1 Scope of Work

### 1.1 Task 1: 5-Year General Maintenance

HRS will provide general maintenance during the 5-year period. General maintenance tasks will include weed control (herbicide application, manual removal, etc.), minor trash/debris removal, and minor fence (t-post/rope) repairs. This includes monthly maintenance visits in the first year (minimum of 12 visits) and quarterly maintenance visits during years two through five (minimum of four visits per year). The cost for replacement planting and seeding during the warranty period (through the end of year 1 maintenance) is included in the price listed. Any remedial planting required outside of the warranty period and as recommended by the project biologist would be billed through task 1.3 remedial measures.

**Cost for Task 1 ..... \$160,000.00**

2365b



## 1.2 Task 2: 5-Year Erosion Control and BMP Maintenance

HRS will provide erosion control and BMP maintenance during the 5-year period. This will include minor repairs to installed BMPs as necessary and when damage is due to normal breakdown of the installed material, natural events or vandalism.

**Cost for Task 2 .....\$20,000.00**

## 1.3 Task 3: Remedial Measures (Allowance)

HRS has included the following allowance for remedial measures that may be required during the 5-year maintenance period. Remedial measures may include planting and seeding (for replacements outside of the warranty period), additional weed control, BMP repairs or other tasks as requested by the restoration biologist or City. HRS will provide a cost for any remedial measures requested to be billed against this allowance following approval by the City.

**Cost for Task 3 .....\$50,000.00**

## 1.2 Task 4: Irrigation Removal

At the end of the maintenance period, HRS will remove all above ground temporary irrigation components and dispose of them legally off-site. All buried components will be abandoned in place.

**Cost for Task 4 .....\$21,000.00**

## 1.5 Task 5: Performance/Construction Bond

HRS will provide the City with a performance/construction bond for the duration of the contract for the total contract amount listed. This fixed fee amount will be billed in its entirety upon contract execution.

**Cost for Task 5 .....\$9,000.00**

## 1.6 Task 6: Water Meter Fees and Usage (Allowance)

HRS has included the following allowance to cover water meter fees and usage costs. This will be billed at cost, with no mark up. The allowance listed is an estimate for the term of the project, but actual costs will be billed directly and may vary from the total amount listed. The estimate listed assumes a water meter rental for 60 months and usage of up to 6,800,000 gallons over that period of time based on the current usage rates provided by the City of Del Mar. If the rates vary from those provided, then the usage amount that can be covered with this allowance may change.

**Cost for Task 6 .....\$80,000.00**

## 1.7 Task 7: Revegetation 5-Year Monitoring

A Dudek restoration biologist will conduct ongoing restoration monitoring quarterly for the duration of the 5-year long term monitoring period (20 total visits). Each monitoring visit will be documented in a site observation summary report, which will outline the status of the revegetation project and recommendations for the landscape contractor. Dudek will also produce annual reports for each of the 5 years of the restoration project that include an analysis of project success. The restoration biologist will coordinate by way of phone and e-mail with HRS staff, as necessary, to provide recommendations for maintenance and or any remedial measures as required to comply with the Revegetation Plans.

**Cost for Task 7** .....\$40,000.00

## 1.8 Task 8: Annual Drone Flights

The Dudek team will manage the collection of high-resolution imagery utilizing Unmanned Aerial Vehicles (UAV). The high-resolution imagery will be collected once annually for 5 years. The imagery will include the full biological study area of the project site (approximately 80 acres). After data collection of new imagery is complete, the Dudek team will process the data to generate the deliverables listed below. The completed deliverables will be compatible with ArcGIS.

Deliverables:

- 1 Inch Pixel Ortho Mosaic

**Cost for Task 8** .....\$9,000.00

**Assumptions:** HRS assumes State DIR maintenance prevailing wages.

## 2 Summary and Cost Estimate

| TASK NO. | DESCRIPTION                                      | PRICE        |
|----------|--|--------------|
| 1        | 5-Year General Maintenance (HRS)                 | \$160,000.00 |
| 2        | 5-Year Erosion Control and BMP Maintenance (HRS) | \$20,000.00  |
| 3        | Remedial Measures Allowance (HRS)                | \$50,000.00  |
| 4        | Irrigation Removal (HRS)                         | \$21,000.00  |

Mr. Jess Anthony Arcillas, PE

Subject: *Environmental Services for the Five-Year Maintenance and Monitoring Period for the Crest Canyon Emergency Storm Drain Replacement Project, San Diego, California*

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|   |  |                     |
|---|--|---------------------|
| 5 | Performance/Construction Bond (HRS)        | \$9,000.00          |
| 6 | Water Meter Fees and Usage Allowance (HRS) | \$80,000.00         |
| 7 | Revegetation 5-Year Monitoring (Dudek)     | \$40,000.00         |
| 8 | Annual Drone Flights (Dudek)               | \$9,000.00          |
|   | <b>TOTAL</b>                               | <b>\$389,000.00</b> |

All fees will be billed on a fixed fee basis and invoiced monthly, up to and not to exceed total for this phase of the work of **\$389,000.00**. This total for this phase of the work would not be exceeded without client approval.

Please review the scope of work and associated costs, as we feel we have addressed the services you have requested at this time. We are pleased you have considered HRS for these proposed services. This cost estimate is good for 30 days from the date on the proposal.

If you have any questions regarding this scope of work, you can contact Kyle Matthews via email at [kmatthews@hrs.dudek.com](mailto:kmatthews@hrs.dudek.com) or his cell phone at (760) 310-4512. I can be reached through e-mail at [kdisabatino@hrs.dudek.com](mailto:kdisabatino@hrs.dudek.com) and by phone at (760) 479-4210.

Sincerely,



Kevin DiSabatino, President  
Habitat Restoration Contractor  
License A & C-27 #842661



Robert Kyle Matthews, Vice President



**PROPOSAL**

The contractor agrees to the construction of **Long Term Maintenance and Monitoring Crest Canyon Park Emergency SD**, for the City of San Diego, in accordance with these contract documents for the prices listed below.

| <b>Item No.</b>          | <b>Quantity</b> | <b>Unit</b> | <b>NAICS</b> | <b>Payment Reference</b> | <b>Description</b>                                       | <b>Unit Price</b> | <b>Extension</b>    |
|--------------------------|-----------------|-------------|--------------|--------------------------|--|-------------------|---------------------|
| 1.                       | 1               | LS          | 524126       | 1-7.2.1                  | Bonds (Payment and Performance)                          | \$9,000.00        | \$9,000.00          |
| 2.                       | 1               | AL          |              | 7-3.9                    | Field Orders (EOC Type II)                               | \$50,000.00       | \$50,000.00         |
| 3.                       | 1               | LS          | 541330       | 802-4                    | 60-Month Revegetation Maintenance and Monitoring Program | \$380,000.00      | \$380,000.00        |
| <b>TOTAL BASE PRICE:</b> |                 |             |              |                          |  |                   | <b>\$439,000.00</b> |

TOTAL PRICE (Items 1 through 3 inclusive) amount written in words:

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The names of all persons interested in the foregoing proposal as principals are as follows:

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IMPORTANT NOTICE: If contractor or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if contractor or other interested person is an individual, state first and last names in full.

Contractor: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

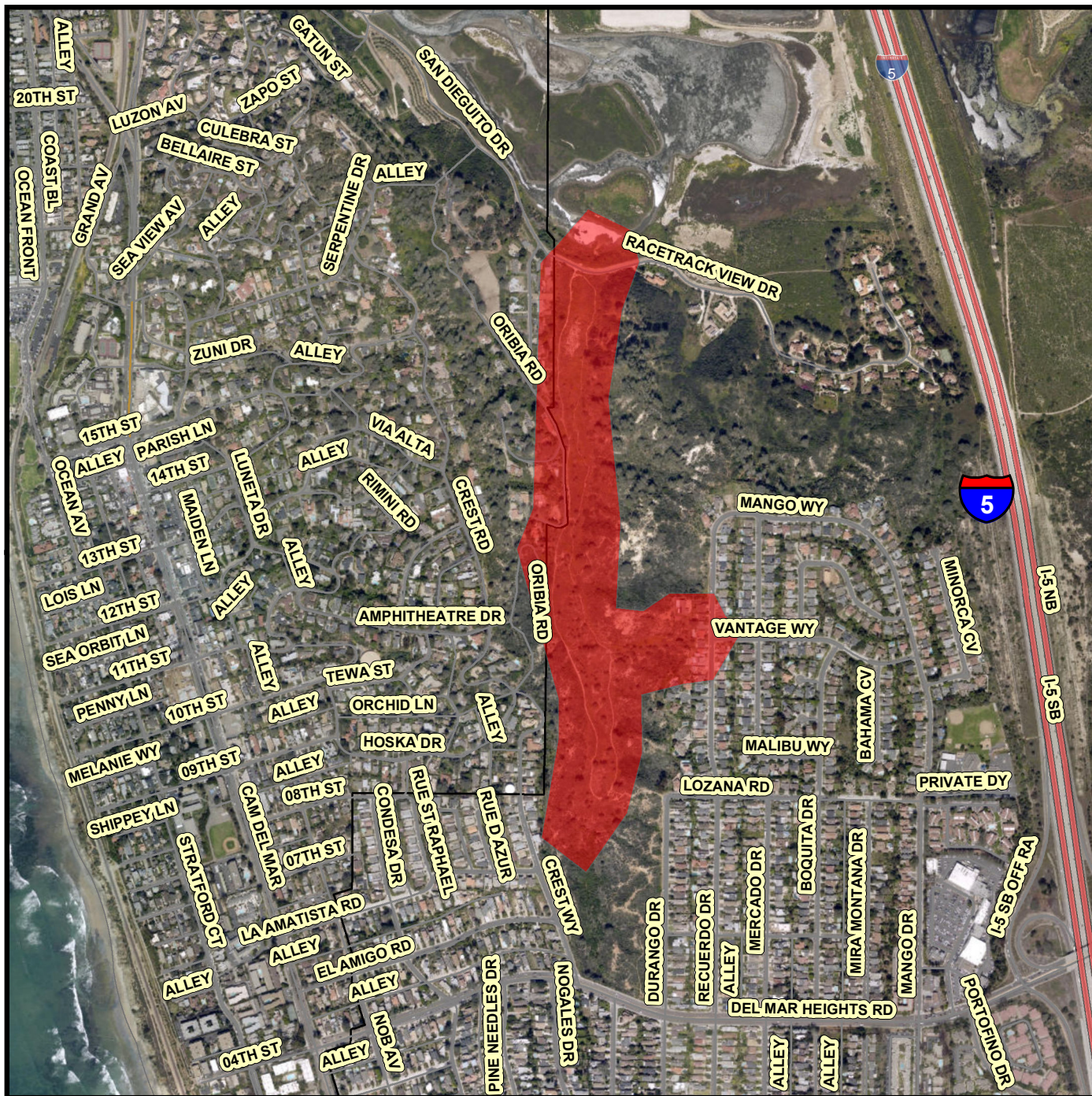
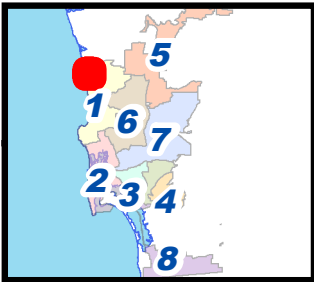
**EXHIBIT N**  
**LOCATION MAP**

**CREST CANYON EMERGENCY PARK SD REPLACE**

SENIOR ENGINEER  
JONG CHOI  
619 533 5493

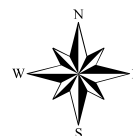
PROJECT MANAGER  
JESS ARCILLAS  
619-533-4625

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@saniego.gov](mailto:engineering@saniego.gov)



**Legend**

Biological\_Study\_Area



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**EXHIBIT O**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



|                             |                 |
|-----------------------------|-----------------|
| WBS #:                      | B18108          |
| Date Submitted:             | 10/10/2018      |
| NTP Date:                   | 3/23/2018       |
| Final Statement of WD Date: | 5/23/2020       |
| Contract #:                 | K-XX-XXXX-XXX-X |
| Contract Amount:            | \$5,617,000     |

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

| Year | January | February | March   | April     | May       | June    | July    | August  | September | October | November  | December  |
|------|---------|----------|---------|-----------|-----------|---------|---------|---------|-----------|---------|-----------|-----------|
| 2018 |         |          |         | 15,000    | 25,000    | 52,000  | 52,000  | 100,000 | 10,000    | 100,000 | 100,000   | 100,000   |
| 2019 | 10,000  | 10,000   | 85,000  | 58,000    | 100,000   | 100,000 | 100,000 | 100,000 | 100,000   | 100,000 | 1,000,000 | 1,000,000 |
| 2020 | 100,000 | 100,000  | 100,000 | 1,000,000 | 1,000,000 |         |         |         |           |         |           |           |
| 2021 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2022 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2023 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2024 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2025 |         |          |         |           |           |         |         |         |           |         |           |           |

SAMPLE REFERENCE

**EXHIBIT P**

**RESTORATION PLAN**



# Habitat Restoration Plan for the Crest Canyon Storm Drain Repair Project

*Prepared for:*

**City of San Diego**  
**Engineering and Capital Projects Department**  
525 B St., Suite 750 MS# 908A  
San Diego, California 92101  
*Contact: Maya Mazon*

*Prepared by:*

**DUDEK**  
605 Third Street  
Encinitas, California 92024  
*Contact: Jake Marcon*

**MAY 2021**

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# 1 Introduction

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The Crest Canyon Storm Drain Repair Project (Project) is an emergency repair project initiated by the City of San Diego (City) Engineering and Capital Projects Department within the Crest Canyon Open Space Park on the border of the Cities of Del Mar and San Diego. The Project replaces approximately 4,000 linear feet of damaged corrugated aluminum pipe (CAP) storm drain pipe with new reinforced concrete pipe (RCP). The existing storm drain was laid at a depth of approximately 30 feet below ground and runs from north of Del Mar Heights Road downhill towards the north, through the middle of the Crest Canyon Open Space Preserve and terminates at an outfall structure adjacent to the San Dieguito Lagoon. In December 2019, the pipe became separated at an underground connection and caused several large sinkholes to form in the middle of the canyon. After initial stabilization measures, the work focused on replacing the existing, damaged pipe with RCP pipe laid at a shallower depth. The work required the removal of native and sensitive vegetation types along the pipe alignment.

The purpose of this habitat restoration plan (Plan) is to document and describe the restoration activities that will serve as mitigation for project impacts in accordance with the California Environmental Quality Act (CEQA), The City's Multiple Species Conservation Program (MSCP), and Local Coastal Plan (LCP) which are implemented through compliance with the City's Land Development Code.

The Project incurred direct impacts to approximately 5.70 acres of Diegan coastal sage scrub, disturbed Diegan coastal sage scrub, and Torrey pine forest. In order to reduce impacts to a level considered less than significant under the City's Land Development Code—Biology Guidelines, the City is required to provide 6.22 acres of mitigation. Mitigation will include 5.50 acres of Diegan coastal sage scrub restoration, and 0.99 acres of Torrey pine forest restoration.

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## 2 Project Description

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### 2.1 Project Location and Context

The Project is located in the Torrey Pines community of San Diego, California (Figure 1) and is within the City of San Diego Subarea of the MSCP (City of San Diego 1997) and within the City's Multi-Habitat Planning Area (MHPA). The Project area is within a canyon situated just west of Interstate 5, south of Racetrack View Drive and north of Del Mar Heights Road. The site is located on the U.S. Geological Service (USGS) 7.5 minute Del Mar quadrangle map, Sections 13 and 14, Range 4 West, Township 14 South. The project is bordered by residential development and roads to the south, west and east. To the north lies San Dieguito Lagoon.

Topography generally slopes south to north toward the San Dieguito Lagoon through a canyon that runs through the center of the site. Generally, steep slopes surround the canyon on both the east and west portions of the Project area. The elevation ranges from approximately 0 feet to 360 feet above mean sea level (AMSL).

The Project area is a well-known open space preserve with a popular public hiking trail network. Nearly all of the Project area is located within the MHPA and the entire Project area is within the California Coastal Commission and City of San Diego Coastal Zones (City of San Diego 2008). The restoration area is mostly under the ownership of the City of San Diego; however, the portion north of Racetrack View Drive is owned by the State of California. The Project area is shown as open space in the Torrey Pines Community Plan, which also serves as the certified LCP. Under the LCP certification, the portion of the Project area south of Racetrack View Drive is within the City's jurisdiction and is mostly non-appealable except for the portion within 300' of Racetrack View Drive. The portion of the Project area north of Racetrack View Drive is retained as California Coastal Commission jurisdiction (Figure 4).

### 2.2 Project Impact Analysis and Required Mitigation

Pursuant to the San Diego Municipal Code, Land Development Code—Biology Guidelines, direct impacts to sensitive upland habitat require mitigation (City of San Diego 2018). The Project results in impacts which require compensatory mitigation to Diegan coastal sage scrub (1:1 replacement for impacts inside MHPA and 1.5:1 replacement for impacts outside MHPA) and Torrey pine forest (2:1 replacement). Implementation of the Project also results in permanent impacts to disturbed habitat, developed land, and rip-rap buried by non-vegetated floodplain; however, impacts to these land cover types are considered insignificant and do not require compensatory mitigation (City of San Diego 2016) (City of San Diego 2018a) (Dudek 2021).

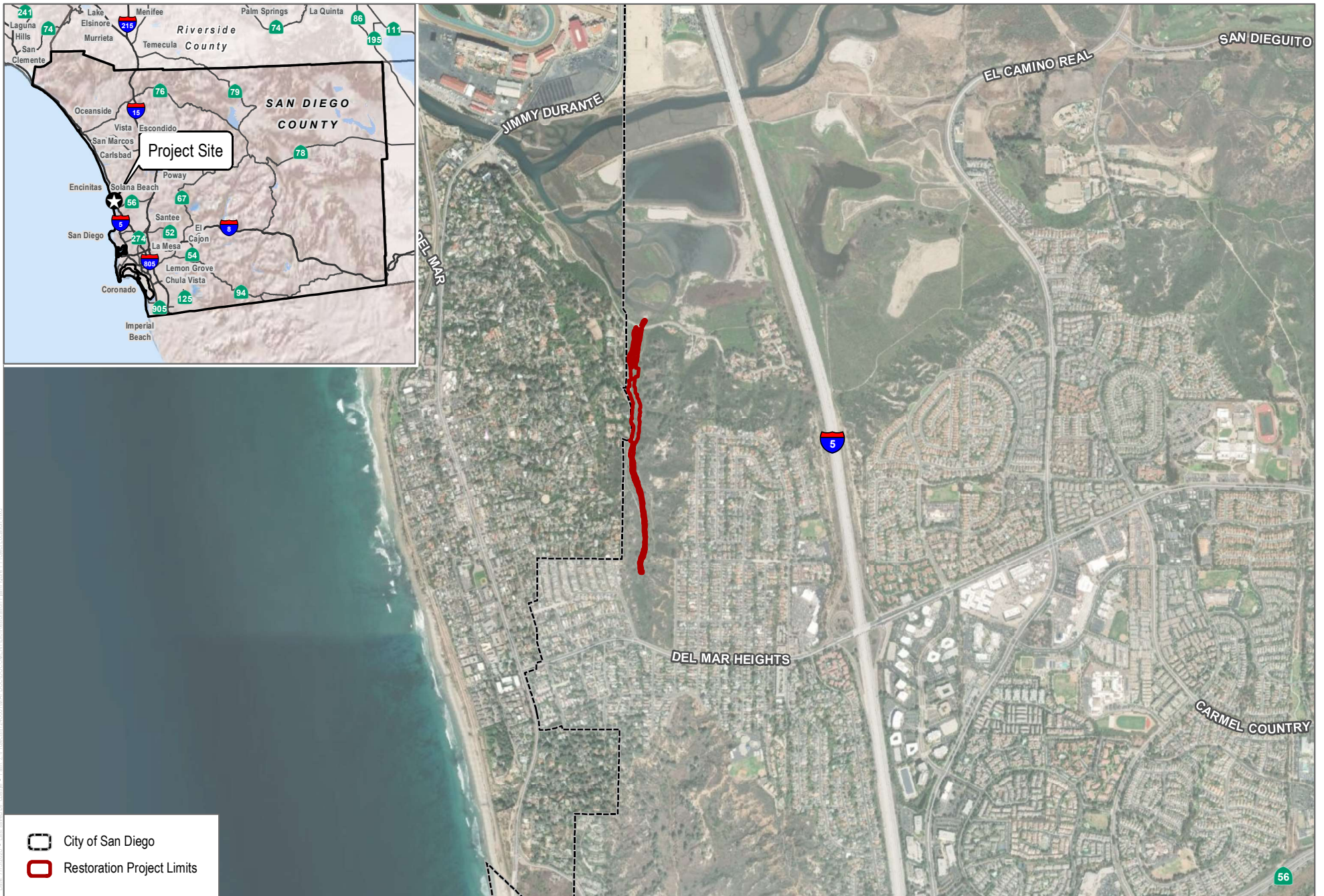
The Project is consistent with the MSCP based on analysis presented in the Project's Biological Resources Assessment (Dudek 2021). The Project is a compatible land use within the MHPA and follows the siting criteria outlined in Subsection 1.4.2 of the MSCP. Because a portion of the Project occurs adjacent to and within the MHPA, the Project's Biological Resources Assessment (Dudek 2021) documents compliance with the MSCP General Planning Policies and Land Use Adjacency Guidelines. Additionally, several mitigation measures listed in the Project's Biological Resources Assessment (Dudek 2021) ensure consistency with MSCP area specific management directives for covered plant and wildlife species within the Project study area.

Specific management priorities for Crest Canyon noted in the MSCP include:

- Assess Crest Canyon for the need for protection from overuse. Take necessary measures to protect sensitive species within the canyon, to clearly demarcate trails and control off trail use through this area. Consider the use of signage, fencing or other barriers, both within and at the edges of the canyon.
- Within the Crest Canyon area, restore disturbed areas with maritime chaparral and remove all non-native species (including the *Atriplex lentiformis*).

The required mitigation and restoration presented in this plan will be consistent with the priorities listed above, but will focus on a restoration of Torrey pine forest and Diegan coastal sage scrub given the historic presence of these habitats within the Project's impact area. However, Diegan coastal sage scrub restoration areas will incorporate elements of maritime chaparral. This restoration plan addresses specific management and mitigation directives for all MSCP-covered plants included in the restoration.





SOURCE: DigitalGlobe 2017



**FIGURE 1**  
Project Location

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SOURCE: City San Diego 2020; SANGIS 2017; CFDW 2020



**FIGURE 2**  
Existing Site Conditions

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## 2.2.1 Upland Habitat Impacts and Mitigation

The Project resulted in direct impacts to sensitive upland vegetation communities, including Diegan coastal sage scrub and Torrey pine forest. Mitigation for temporary and permanent impacts to sensitive upland vegetation communities will occur on site in the form of restoration, as described in this Plan and shown in Table 1.

**Table 1. Mitigation for Significant Impacts to Upland Vegetation Communities and Land Cover Types<sup>1</sup>**

| Vegetation Community/<br>Land Cover Type                | City of San Diego Biology Guidelines Vegetation Community | Subarea Plan Tier | Impacts Inside MHPA; Impacts Outside MHPA (acres) | Mitigation Ratio (for Impacts Inside MHPA/Preservation Inside MHPA) | Mitigation Ratio (for Impacts Outside MHPA/Preservation Outside MHPA) | Mitigation Required (acres) |
|---|---|-------------------|---|---|---|-----------------------------|
| <b>Permanent Impacts</b>                                |   |                   |   |   |   |                             |
| Diegan Coastal Sage Scrub                               | Coastal Sage Scrub  | II                | 0.01;0.00   | 1:1   | N/A   | 0.01                        |
| Disturbed   | Disturbed Land  | IV                | 0.0003;0.00                                       | 0:1 <sup>2</sup>  | N/A   | 0                           |
| Rip-rap (Previously buried by Non-vegetated Floodplain) | Natural Flood Channel                                     | N/A <sup>2</sup>  | 0.004;0.00  | 0:1 <sup>2</sup>  | N/A   | 0 <sup>2</sup>              |
| Urban/Developed Land                                    | Disturbed Land  | IV                | 0.001;0.00  | 0:1 <sup>2</sup>  | N/A   | 0                           |
| <b>Subtotal</b>   |   |                   | <b>0.016</b>                                      | <b>Subtotal</b>   |   | <b>0.01</b>                 |
| <b>Temporary Impacts</b>                                |   |                   |   |   |   |                             |
| Diegan Coastal Sage Scrub                               | Coastal Sage Scrub  | II                | 4.79;0.05   | 1:1   | 1.5:1   | 4.87                        |
| Disturbed Diegan Coastal Sage Scrub                     | Coastal Sage Scrub  | II                | 0.36;0.00   | 1:1   | N/A   | 0.36                        |
| Disturbed   | Disturbed Land  | IV                | 0.08;0  | 0:1   | N/A   | 0                           |
| Rip-rap (Previously buried by Non-vegetated Floodplain) | Natural Flood Channel                                     | N/A <sup>2</sup>  | 0.001;0.00  | 0:1 <sup>2</sup>  | N/A   | 0 <sup>2</sup>              |
| Torrey Pine Forest                                      | Torrey Pine Forest  | I                 | 0.49;0.00   | 2:1   | N/A   | 0.98                        |
| <b>Subtotal</b>   |   |                   | <b>5.77</b>                                       | <b>Subtotal</b>   |   | <b>6.21</b>                 |
| <b>Total</b>  |   |                   | <b>5.79</b>                                       | <b>Total</b>  |   | <b>6.22</b>                 |

**Note:**

- Table 1 was used to analyze impacts with respect to City and CEQA requirements. Consultation with resource agencies may result in higher mitigation ratios and totals (Dudek 2021).
- Impacts less than 0.1 acres to upland habitats (Tiers I–IIIB) are not considered significant and do not require mitigation (City of San Diego 2016 and 2018a). Typically, any level of impact to City wetlands within the coastal zone would be considered significant. The 0.006-acre impact to rip-rap was initially mapped as non-vegetated floodplain since rip-rap from the old structure was buried with sediment during the pipe failure and was immediately adjacent to the larger floodplain near the lagoon. Burtech Pipeline (the Project’s construction contractors) confirmed with Dudek that rip-rap was found just underneath

the sediment in all areas of the non-vegetated floodplain that were impacted. Some of this old rip-rap was extracted and restacked to become part of the new outfall structure. Given the pre-existing developed nature of the rip-rap underlying the deposited floodplain sediment in the impact area, this impact is not considered significant for this emergency project and will not require mitigation.

In addition to in-kind restoration of temporarily impacted areas, restoration of adjacent locations that were not impacted by the Project but that are dominated by non-native plant species will occur. In accordance with the City's Biology Guidelines, temporarily impacted areas include temporary disruptions of habitat and temporary staging areas that do not alter landform and will be revegetated (City of San Diego 2018).

### **Diegan Coastal Sage Scrub and Disturbed Coastal Sage Scrub**

Diegan coastal sage scrub includes low-growing, aromatic shrubs that are drought-deciduous. On site native scrub species within this vegetation community include coastal sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), black sage (*Salvia mellifera*), California encelia (*Encelia californica*), lemonadeberry (*Rhus integrifolia*), and laurel sumac (*Malosma laurina*) (Dudek 2021).

Within the Project footprint, both disturbed and undisturbed Diegan coastal sage scrub occur along the majority of the pipe alignment. Although not represented on soil maps, soils in the lower part of the canyon were imported from the lagoon during the original construction of the storm drain in the early 1980s. Consequently, there are many areas, particularly in the north of the canyon, where salt tolerant plant species occur within coastal sage scrub on-site. In particular, high soil salinity in areas mapped as disturbed coastal sage scrub are dominated by salt-tolerant species typically found in salt marsh and alkali habitats including alkali seaheath (*Frankenia salina*) and pickleweed (*Salicornia pacifica*). Since these halophytic species occur in small patches within a larger mosaic of sparse coastal sage scrub species, these areas were considered disturbed coastal sage scrub for the purposes of the Biological Resources Assessment for the Project.

Both Diegan coastal sage scrub and disturbed Diegan coastal sage scrub are considered Tier II MSCP vegetation communities and are therefore considered special-status vegetation communities.

### **Torrey Pine Forest**

According to Oberbauer et al. (2008), Torrey pine forest consists of open to moderately dense forest dominated by Torrey pine. The understory varies from bare to sparse on the driest, rockiest sites to fairly dense chaparral on generally rocky soil to an open mixture of grasses and shrubs with well-developed soils.

Within the Project footprint, Torrey pine forest occurs along a small portion of the pipe alignment. The trees located within the Project footprint are younger and smaller in stature than those on the canyon walls and are believed to be part of a restoration effort following the original construction of the pipe, as noted above. The understory within Torrey Pine Forest on site is composed of sparse Diegan Coastal Sage Scrub species.

Torrey pine forest is considered a Tier I MSCP vegetation community and is therefore considered a special-status vegetation community.

## 2.2.2 Special-Status Species

Plant species are considered special-status if they have been listed or proposed for listing by the federal or state government as rare, endangered, or threatened (“listed species”); have a California Rare Plant Rank (CRPR) of 1–4 (CNPS 2019); are listed as a MSCP-covered species; and/or have been adopted by the City as narrow endemic.

The special-status plants observed within the Project footprint include Del Mar Mesa sand aster [(*Corethrogyne filaginifolia* var. *linifolia*); CRPR 1B.1; MSCP-covered], sea dahlia [(*Leptosyne maritima*); CRPR 2B.2], Torrey pine [(*Pinus torreyana*); CRPR 1B.2; MSCP-covered], and cliff spurge [(*Euphorbia misera*); CRPR 2B.2]. In addition to the species listed here, seven other special-status plant species were directly observed during initial field reconnaissance and focused special-status plant searches. However, the majority of additional special-status species occur well outside the Project footprint and are not expected to be impacted directly or indirectly.

### 2.2.2.1 Impacts and Mitigation for Sensitive Plant Species

Per the San Diego Municipal Code, Land Development Code—Biology Guidelines (City of San Diego 2018) and Biological Resource Assessment (Dudek 2021), impacts to special-status and MSCP-covered species require mitigation. A total of four special-status species, two of which are MSCP-covered species, occurred within the Project footprint and require mitigation (Table 2).

**Table 2. Impacts to Special Status Plant Species**

| Common Name             | Scientific Name   | Status (Federal/State/CRPR/MSCP) | Total Individuals |
|-------------------------|---|----------------------------------|-------------------|
| Cliff spurge            | <i>Euphorbia misera</i>                                 | None/None/2B.2/None              | 9                 |
| Del Mar Mesa sand aster | <i>Corethrogyne filaginifolia</i> var. <i>linifolia</i> | None/None/1B.1/Covered           | 1250 <sup>1</sup> |
| Sea dahlia              | <i>Leptosyne maritima</i>                               | None/None/2B.2/None              | 51                |
| Torrey pine             | <i>Pinus torreyana</i>                                  | None/None/1B.2/Covered           | 14 <sup>2</sup>   |

**Notes:**

- <sup>1</sup> This number represents an estimate of the number of individuals impacted. Due to the emergency nature of the Project, and time of year, biologists were unable to precisely count the exact number of plants impacted prior to grubbing.
- <sup>2</sup> This number represents the total number of trees removed throughout the course of the Project, including the single tree recommended for removal post-construction after experiencing substantial root damage.

Per the San Diego Municipal Code, Land Development Code—Biology Guidelines (City of San Diego 2018), securing comparable habitat at the required ratio mitigates for the direct impacts to most sensitive species. No City defined narrow endemic species, species with very limited geographic ranges, were impacted by the Project. Therefore, significant direct impacts to sensitive plant species will be mitigated or restored to a less-than-significant level through implementation of habitat-based restoration, as described in this Plan.

All cliff spurge individuals within the Project footprint were salvaged by Dudek biologists prior to site impacts. These individuals were associated with a past restoration effort, which was confirmed by the observation of nursery soils (perlite) in their root systems. Two individuals were transplanted just outside the Project footprint, and the remaining seven were transported to a nursery for storage and care. The remaining individuals will be replanted within the restoration areas in a more suitable location. No species-specific mitigation will be required for this species.

The northern subarea plan of the MSCP, which includes Crest Canyon, does not include specific mitigation measures for Del Mar Mesa sand aster. Therefore, mitigation for this species will be conducted in accordance with the San Diego Municipal Code, Land Development Code—Biology Guidelines (City of San Diego 2018), which states that securing comparable habitat at the required ratio would mitigate for the direct impacts to this species. Additionally, seed will be locally collected for this species and redistributed within the restoration areas.

The northern subarea plan of the MSCP does not include specific mitigation measures for Torrey pines either. The MSCP states that species specific mitigation is not required for Torrey Pines as long as impacts to Torrey Pines are outside of the Torrey Pines State Natural Reserve. Furthermore, the majority of impacted Torrey pines are believed to be part of a past restoration project following the initial construction of the storm drain, potentially disqualifying them from coverage under the MSCP. This defers the matter to the San Diego Municipal Code, Land Development Code—Biology Guidelines (City of San Diego 2018), which states that securing comparable habitat at the required ratio would mitigate for the direct impacts to this species. Through restoration of the temporarily impacted 0.39 acres and creation of an additional 0.39 acres of Torrey pine forest, impacts to this species are considered to be reduced to less-than-significant. Additionally, Torrey pines will be included in the planting palettes in this Plan. Of the 51 sea dahlia individuals located within the Project footprint, 15 were salvaged and transplanted outside of the temporary impact area. In order to mitigate for the remainder of impacted individuals, this species will be included in the native plant palette in this Plan.

Finally, what has historically been considered to be coast wallflower (*Erysimum ammophilum*) was observed directly adjacent to the project footprint. It was noted during construction that approximately four individuals were trampled outside of, but adjacent to, the project limits; however, it is unclear as to whether impacts were incurred as a result of construction activities or by members of the public that would regularly walk around the fence. However, taxonomic work conducted as recently as 2010 has led to the reclassification of all occurrences in San Diego County and the South Coast Floristic Province to sanddune wallflower (*Erysimum capitum* var. *capitum*) (CNPS 2019, Al-Shehbaz 2012), indicating that true members of the species *Erysimum ammophilum* are characterized by having seed with winged tips and sides. Due to the recency of the taxonomic revision, Dudek conducted a local seed collection effort to support redistribution of seed adjacent to existing populations during restoration implementation. During the seed collection effort, Dudek biologist Charles Adams examined the seeds with a hand lens and noted that seeds from every individual only had a winged tip, consistent with the taxonomy of *Erysimum capitatum* var. *capitum*. After consulting with regional botanists, it was noted that additional morphological irregularities have been observed in specimens occurring in coastal San Diego County, leading to the conclusion that occurrences near the coast are potentially an intermediate, undescribed taxon. Additional genetic and morphological study is needed to support the supposition that this occurrence is an undescribed taxon and it is currently treated as sanddune wallflower by the scientific community. Given the common status of sanddune wallflower no species-specific mitigation is required; however, given the level of uncertainty surrounding this species occurrence, locally collected seed will be redistributed adjacent to the subpopulation which seed was collected from to enhance the population.



# 3 Goal of Mitigation

The primary goal of this Plan is to compensate for impacts to native habitats associated with the Project and restore 6.49 acres of habitat (Table 3). Mitigation will occur through restoration of Diegan coastal sage scrub and Torrey pine forest within the Project site, the majority of which occurs within the City’s MHPA. This Plan will provide guidance for the restoration of Diegan coastal sage scrub and Torrey Pine forest within the temporary impact area as well as restoration of Diegan coastal sage scrub immediately adjacent to the temporary impact area. Realignment of the temporarily impacted trails within the City Open Space will also be included in this Plan.

**Table 3. Vegetation Communities to be Restored**

| City of San Diego Biology Guidelines Vegetation Community | Mitigation Required (Acres) | Mitigation to be Implemented (Acres) <sup>1</sup> |
|---|-----------------------------|---|
| Diegan Coastal Sage Scrub <sup>2</sup>                    | 5.24                        | 5.50  |
| Torrey Pine Forest  | 0.98                        | 0.99  |
| <b>Total</b>  | <b>6.22</b>                 | <b>6.49</b>                                       |

**Note:**

- <sup>1</sup> Mitigation totals are higher than required acreage in order to provide a buffer for final mitigation ratios agreed upon by resource agencies which may be higher than acreage required under City guidelines (Dudek 2021). Any remaining surplus in mitigation acreage will be retained by the City for future projects.
- <sup>2</sup> Includes Disturbed Diegan Coastal Sage Scrub.

## 3.1 Types of Habitat to be Restored

This Plan proposes revegetation of all habitat within the temporary impact area, including Diegan coastal sage scrub and Torrey pine forest, and additional restoration of disturbed coastal sage scrub vegetation located immediately adjacent to temporary impact areas. Restoration associated with this Plan anticipates replacing a mosaic of healthy Diegan coastal sage scrub and Torrey Pine forest plant species typical of what occurs within Crest Canyon. Target habitat will provide high quality native habitat appropriate for a variety of local wildlife species including Coastal California Gnatcatcher (*Polioptila californica californica*), woodrats (*Neotoma* spp.), other nesting bird species, and foraging habitat for raptors and coyotes (*Canis latrans*).

Restoration of Diegan coastal sage scrub and Torrey pine forest is anticipated to replace habitat with similar, or higher, quality habitat than that which was impacted for the repair work. While portions of the temporary impact area functioned as good quality habitat, several areas were disturbed and did not provide high levels of habitat functions. The intent of this Plan is to provide high quality foraging and nesting habitat capable of supporting local wildlife species as well as to provide suitable habitat for adjacent sensitive rare plant species dispersal and expansion. Habitat restoration will consist of native container plant installation, native species seeding, irrigation, and non-native plant species control.

## 3.2 Time Lapse

It is expected that the restoration areas will require several years to approach the ultimate structure and composition of the target habitat types. This is particularly true of the Torrey pine forest restoration area, as Torrey pines are characterized as slow-growing trees that don’t reach reproductive maturity until after approximately 12-18 years (Esser 1993). However, within the 5-year timeframe established for the maintenance and monitoring period, it is anticipated that the intended floral composition for the restoration areas will be established sufficiently to persist under natural conditions. By the end of the 5-year maintenance and monitoring period the restored

vegetation communities are anticipated to be sufficiently on their trajectory towards the intended self-sustaining climax communities that high levels of monitoring and management will no longer be required.

The success criteria outlined in Section 8 Final Success Criteria and Performance Standards, which are goals to be achieved during the monitoring period, represent an intermediate stage in the development of Diegan coastal sage scrub and Torrey pine forest habitat. The target species composition and cover to be achieved during the 5-year maintenance and monitoring period will provide an adequate foundation for the long-term development of the restored vegetation communities. After the maintenance and monitoring period concludes, the restoration areas that fall within the jurisdiction of the MHPA will be managed and monitored in accordance with MHPA requirements and in accordance with the Crest Canyon Natural Resource Management Plan. CDFW owned lands north of Racetrack View Drive will be managed by CDFW as part of their lands management practices when the restoration project is complete.

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# 4 Mitigation Roles and Responsibilities

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## 4.1 Project Proponent

The City is the project proponent and owner, for purposes of obtaining resource agency approvals and implementing this plan up until resource agency sign-off of mitigation completion. The City is responsible for initiating and funding all maintenance and monitoring requirements throughout the mitigation program. They shall be responsible for hiring a qualified Restoration Contractor to carry out all maintenance work and for hiring a qualified Habitat Restoration Specialist to oversee maintenance work and carry out the monitoring program for the duration of the 5-year period. Further, the City shall provide access to the mitigation sites for environmental specialists, project contractors, and permitting agency officials.

## 4.2 Habitat Restoration Specialist

Consistent with this Plan, a qualified Habitat Restoration Specialist will be hired to oversee mitigation installation, and monitoring, and post-installation (5-year) maintenance of the mitigation sites. The Habitat Restoration Specialist will oversee and coordinate implementation of this plan, including final construction drawings, interpret said plans, conduct or oversee field work for project installation and monitoring during the 120-day initial maintenance period, and biological monitoring throughout the 5-year maintenance and monitoring period. The Habitat Restoration Specialist will possess specific knowledge and project-level experience with native restoration projects, and at least 5 years of native upland restoration experience in Southern California.

The Habitat Restoration Specialist will be required to advise all project personnel of the on-site construction restrictions resulting from the proposed implementation of this Plan, and the presence or potential presence of sensitive species and vegetation communities within or adjacent to the Project site, as well as known biological related dangers on site (e.g., rattlesnakes, beehives, poison oak). Information about federal, state, and local laws relating to these biological resources will be discussed as part of a mandatory environmental education for construction personnel. Access and staging areas will be established outside environmentally sensitive areas. Project installation monitoring will occur throughout the mitigation site construction period. Monitoring time may increase or decrease as required by field conditions and construction activities.

## 4.3 Restoration Contractor

The City will hire a project installation contractor and/or maintenance contractor (Restoration Contractor). The Restoration Contractor will be a qualified, licensed company, with experience in native upland restoration establishment and maintenance. During the implementation phase, the Restoration Contractor will be responsible for performing project installation, including perimeter controls, initial site weeding/clearing, plant salvage, trail alignment, irrigation system installation, seeding, planting, and erosion control. During the post-installation monitoring and maintenance phase, the Restoration Contractor will be responsible for perimeter control, weed control, erosion control, trash removal, replanting, and maintenance of temporary irrigation systems. In addition to tasks listed above and described in this Plan, the Restoration Contractor shall be responsible for implementation of all tasks required to promote project success, as directed by the Habitat Restoration Specialist and the City.

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# 5 Implementation Plan

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The following section describes the implementation measures necessary for executing the restoration program. Construction documents for the restoration areas are in preparation, in coordination with the Habitat Restoration Specialist, and will provide additional detail for the implementation of the restoration program outlined in this document. Implementation of this Plan will be performed by an experienced, qualified Restoration Contractor and overseen by the Habitat Restoration Specialist at all stages. The Habitat Restoration Specialist will ensure that all stages of the restoration program are implemented successfully and in accordance with this Plan and the mitigation measures outlined in the Biological Resources Assessment (Dudek 2021). Implementation of this plan will occur at a biologically appropriate time after repair work has been completed. Depending on the timing and progress of repair work, implementation of this plan may occur in phases, concurrent with repair work. Additionally, initiating restoration activities in a timely fashion in disturbed areas where repairs are completed will help prevent further establishment of non-native plant species.

## 5.1 Rationale for Expecting Implementation Success

Success will be largely dependent on native plant establishment and adequate treatment of pervasive annual weeds to encourage the establishment of native annual and perennial species. Container plants will be installed to accelerate the establishment of native perennial species in the restoration areas and a native seed mix will be applied to provide initial colonization of native species in bare areas. Additionally, the seed mix will contribute to the existing seed bank and support long term stability of habitat generation. Topsoil was salvaged prior to construction activities and replacement of topsoil should provide an immediate seed bank consisting of both native and non-native plant species. With non-native plant management this seed bank is likely to contribute to the long term success of the Project.

The selected plant palette and seed mix includes species that were observed to occur within and adjacent to the temporary impact area. Supplemental irrigation will be used during the first one to three years to aid in the establishment of native species from container plants and seed. By mimicking the habitat types that occurred on site prior to temporary impacts, the measures described in this Plan are anticipated to produce successional vegetation communities that will trend toward ecologically stable native climax habitats.

## 5.2 Construction Documents

Following approval of this Plan, restoration construction drawings and specifications will be prepared for Project construction. Plans shall be prepared by a licensed landscape architect that specializes in habitat restoration. The construction drawings and specifications will conform to all aspects of this Plan, City requirements for mitigation and trail development, and all applicable permit conditions. Construction documents will incorporate the most current site condition information available. The plan package will include a site plan for site preparation and trail realignment, restoration planting and seeding, and layout for a temporary irrigation system. Plans will include supporting details, cross-sections, notes and legends, as applicable.

## 5.3 Site and Resource Protection

The following site and resource protection, or avoidance and minimization measures are intended to reduce the threat of impacts to existing sensitive resources during implementation of restoration activities and to ensure consistency with the City's MSCP. Site resource protection measures listed below are applicable during restoration implementation, and are anticipated to continue for the duration of the 5-year maintenance and monitoring period:

1. Temporary fencing shall be installed and maintained along the restoration limits of project impacts (including staging areas and access routes) to prevent additional impacts. Fencing shall be installed in a manner that does not impact habitats to be avoided. Final construction plans shall delineate fenced limits of revegetation and all areas to be avoided. If work inadvertently occurs beyond the fenced or demarcated limits of revegetation, all work shall cease until the problem has been remedied to the satisfaction of the City. Temporary construction fencing is described in detail in Section 5.7 (Perimeter Controls)
2. A qualified monitoring biologist that has been approved by the City shall be on-site during implementation activities to ensure compliance with all mitigation measures identified in the CEQA environmental document. The biologist shall be knowledgeable of coastal sage scrub species biology and ecology.

The biologist shall perform the following duties:

- a. Oversee installation of and inspect the fencing and erosion control measures within or restoration areas a minimum of once per week and daily during all rain events to ensure that any breaks in the fence or erosion control measures are repaired immediately.
  - b. Periodically monitor the work area to ensure that work activities do not generate excessive amounts of dust.
  - c. Train all contractors and construction personnel on the biological resources associated with this restoration project and ensure that training is implemented by construction personnel. At a minimum, training shall include (1) the purpose for resource protection; (2) a description of sensitive species and their habitat(s); (3) the conservation measures that must be implemented during project construction to conserve species, including strictly limiting activities, vehicles, equipment, and construction materials to the fenced project footprint to avoid sensitive resource areas in the field (i.e., avoided areas delineated on maps or on the project site by fencing); (4) environmentally responsible construction practices; (5) the protocol to resolve conflicts that may arise at any time during the construction process; and (6) the general provisions of the project's mitigation monitoring and reporting program (MMRP), the need to adhere to the provisions of FESA, and the penalties associated with violating FESA.
  - d. Halt work, if necessary, and confer with the City to ensure the proper implementation of species and habitat protection measures. The biologist shall report any violation to the City within 24 hours of its occurrence.
  - e. Submit regular (e.g., weekly) letter reports to the City during project construction and a final report following completion of construction. The final report shall include as-built construction drawings with an overlay of habitat that was impacted and avoided, photographs of habitat areas that were avoided, and other relevant summary information documenting that authorized impacts were not exceeded and that general compliance with all conservation measures was achieved.
3. The following conditions shall be implemented during project construction:
    - a. Employees shall strictly limit their activities, vehicles, equipment, and construction materials to the fenced project footprint.

- b. The project site shall be kept as clean of debris as possible. All food-related trash items shall be enclosed in sealed containers and regularly removed from the site.
- c. Disposal or temporary placement of excess fill, brush, or other debris shall be limited to areas within the fenced project footprint.
4. All equipment maintenance, staging, parking, and dispensing of fuel, oil, coolant, or any other such activities shall occur in designated areas within the fenced limits. These designated areas shall be located in previously compacted and disturbed areas to the maximum extent practicable in such a manner as to prevent any runoff from entering adjacent habitat, and shall be shown on the construction plans. Fueling of equipment shall take place within existing paved areas. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. A spill kit for each piece of construction equipment shall be on-site and must be used in the event of a spill. "No fueling zones" shall be designated on construction plans.
5. Signage indicating the presence of sensitive resources and habitat restoration shall be posted and maintained at conspicuous locations.

## 5.4 Resource Avoidance and Minimization

Resource avoidance and minimization measures shall be applied during implementation and the maintenance program, as applicable.

### 5.4.1 Special-status Plant Species

Special-status plant species shall be avoided during implementation and site maintenance. Due to the nature of the repair work, the majority of vegetation in the temporary impact area has been completely removed, with the exception of a number of Torrey pines which have been left in place at the time this Plan was developed. Four special-status plants were directly observed within and/or immediately adjacent to the temporary impact area, including Torrey pine, cliff spurge, sea dahlia, and Del Mar Mesa sand aster. Several more special-status plant species occur within close proximity to the restoration areas; however, restoration actions will not take place beyond the temporary impact boundaries and approved restoration areas, therefore no additional impacts to other species are anticipated. Since the goal of this Plan is to create suitable habitat for dispersal of special-status plant species into the restoration areas, maintenance crews will be trained to identify adjacent species for avoidance of volunteers that recruit into the restoration area.

Any Torrey pines not impacted by repair work shall be left in place and avoided during implementation of this Plan. Sea dahlia is a drought deciduous herb that is best detected during the growing season. All documented occurrences of sea dahlia immediately adjacent to restoration areas shall be avoided. Del Mar Mesa sand aster is perennial herb that is visible year-round and occurs immediately adjacent to the restoration areas and shall be avoided during implementation. Due to the potential for sea dahlia and Del Mar Mesa sand aster to recruit voluntarily in the restoration areas following repair work, the Habitat Restoration Specialist will survey the entire restoration area prior to implementation of this Plan and mark any individuals that occur within the project boundary for avoidance.



## 5.4.2 Special-status Wildlife Species

Impacts to special status wildlife species are not anticipated to occur during the implementation of this project. The restoration areas generally lack vegetation. Implementation of this Plan is anticipated to take place outside of the bird nesting season (typically February-September). However, if any work involving heavy equipment is required during the nesting bird season, nesting bird surveys will be required within three days prior to work and within 300 feet of the work area. Implementation and maintenance staff shall also be trained to identify sensitive wildlife species and their habitats so as not to disturb species during implementation and maintenance activities.

## 5.5 Implementation Procedures (Sequence of Tasks)

Implementation of this Plan will commence immediately following, or concurrent with, the repair work along the alignment. The timing of restoration activities will depend largely on the progress of repair work, therefore the schedule of implementation tasks is based on the projected completion date provided at the time this Plan was developed. The sequence of implementation tasks for Diegan coastal sage scrub restoration and Torrey pine forest restoration is outlined in Table 4.

**Table 4. Anticipated Diegan Coastal Sage Scrub and Torrey Pine Forest Habitat Implementation Schedule<sup>1</sup>**

| Task  | Timeline <sup>1</sup>   |
|---|-------------------------|
| Seed Collection                               | June 2020 – August 2020 |
| Trail Realignment                             | December 2020           |
| Perimeter Controls                            | December 2020           |
| Soil Decompaction and Topsoil Placement       | December 2020           |
| Erosion Control Installation                  | December 2020           |
| Non-native Vegetation Removal and Dethatching | January 2021            |
| Irrigation System Installation                | January 2021            |
| Container Plant Installation                  | January 2021            |
| Native Seed Application                       | March 2021              |
| 120-day Plant Establishment Period            | March - July 2021       |

**Note:**

<sup>1</sup> Scheduled dates of implementation tasks are dependent upon progress and completion of storm drain repair work.



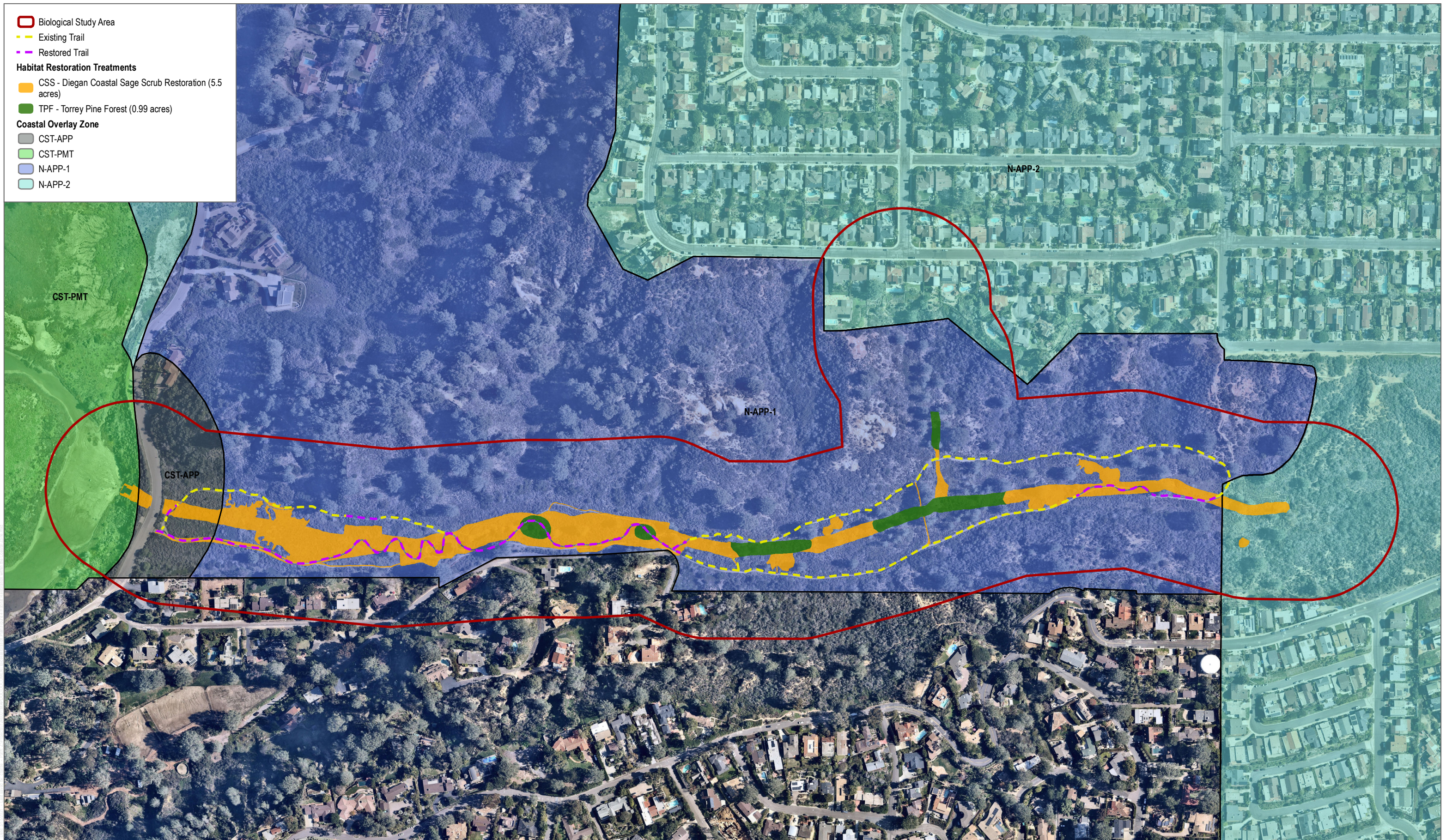
▭ Biological Study Area  
- - - Existing Trail  
- - - Restored Trail  
**Habitat Restoration Treatments**  
▭ CSS - Diegan Coastal Sage Scrub Restoration (5.65 acres)  
▭ TPF - Torrey Pine Forest (0.78 acre)

SOURCE: SANGIS 2017



**FIGURE 3**  
Habitat Restoration Plan

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SOURCE: SANGIS 2019



FIGURE 4

Habitat Restoration within the Coastal Zone

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### Implementation Tasks:

1. Native seed collection for special status plant species will be conducted by a qualified native seed collector. Seed will originate from Crest Canyon or from nearby areas as approved by the City. The seed will be cleaned, dried, and temporarily stored until site preparation is complete.
2. The Habitat Restoration Specialist shall collaborate with City Parks and Recreation Staff to delineate the alignment for reestablished public access trails through the restoration area.
3. Temporary fencing (perimeter controls) will be installed along the perimeter of restoration areas and aligning trails. Signage will also be installed at regular intervals and at locations frequented by the public.
4. The Habitat Restoration Specialist will survey the entire site for special-status plant species that may have recruited into the restoration areas. Any observed occurrences will be marked for avoidance and the Restoration Contractor will be alerted of the location of each occurrence.
5. The restoration areas will be weeded by the Restoration Contractor using chemical, mechanical, or other means approved by the Habitat Restoration Specialist and City to control non-native plant species. Following initial weed control, non-native thatch and weed material will be removed and disposed of off-site. Weed management passes will continue until the site is deemed by the Habitat Restoration Specialist as being appropriate for planting and seeding.
6. Following weed control and removal, existing soils within the Project footprint shall be evaluated by the Habitat Restoration Specialist, with overly compacted soils decompacted by mechanical ripping to a depth of 12 inches. This will allow for maximum success of the container plants and the applied seed mix.
7. Salvaged topsoil will be placed on top of the storm drain repairs at the end of work directly associated with the repair Project.
8. Vertical and horizontal mulch from salvaged Torrey pines will be placed within the Torrey pine forest restoration areas to mimic habitat structure for wildlife species and to provide shading for Torrey pine container plants.
9. Erosion control in the form of biodegradable straw wattles will be placed throughout the restoration areas to reduce erosion risk. Erosion control measures will be repaired and replaced as needed throughout the project maintenance period.
10. A temporary irrigation system will be installed in the restoration areas where container planting is designated in accordance with the irrigation plans in the construction documents.
11. Container plants will be installed in the Diegan coastal sage scrub and Torrey pine forest restoration areas in accordance with the planting plans in the construction documents.
12. Following the installation of container plants, a native seed mix will be applied by hydroseeding the restoration areas. Components of the hydroslurry, including soil amendments and their recommended rates will be determined by the Habitat Restoration Specialist pending soil tests.
13. Upon successful completion of the initial restoration phase, biological monitoring and maintenance will be initiated and continued for 5 years.

**Note:** The actual dates for implementation of these tasks will be determined based on seasonal weather constraints and progress of storm drain repair work. See Table 3 above for details on implementation of tasks.

## 5.6 Trail Realignment

Public trails managed by City Parks and Recreation were temporarily impacted from Project work within Crest Canyon. Following completion of Storm drain repairs, the Habitat Restoration Specialist will work with City Parks and Recreation Staff to reestablish the public trail system on site. Trail realignment shall include reconnecting fragmented trail sections isolated outside of the work footprint, reestablishing connections to existing trail heads and entry points located in the local community and at Racetrack View Drive. Trail alignment shall be designed to resist erosion, avoid impacts to existing and restored habitat and maximize the aesthetic experience of the natural and scenic environment. Additionally, a section of the existing access road/trail, located at the north end of the Project site, shall be narrowed to a width of 5-feet, with restoration occurring within the reclaimed perimeter. Restoration shall be conducted for relic trail section remaining in adjacent habitat located directly adjacent to the restoration Project footprint.

A conceptual trail alignment, with trail construction details, cross-sections and design guidelines shall be included in the Landscape Construction documents, with final alignment established on site based on post-construction site conditions. All trails shall be designed in compliance with the City's Parks and Recreation Department's Trail Policies and Standards, as described in the Consultant's Guide to Park Design and Development (City of San Diego, 2011).

## 5.7 Perimeter Controls

No public access will be allowed within the limits of restoration areas, and along realigned and associated trail segments for the duration of Project Implementation. Public reopening of trails shall only occur once restoration implementation is complete and trail surfaces have stabilized, typically within four months of commencing installation work. Trail reopening shall require City approval, in consultation with the Habitat Restoration Specialist. Since the site is located within a recreational open space preserve managed under the City's Department of Parks and Recreation, no permanent exclusionary fencing will be installed as part of this Plan.

Temporary fencing along the perimeter of restoration areas and aligning trails shall be used to serve as the boundary limits and to discourage pedestrian entry into restoration areas. The temporary fencing will remain in place for the duration of the 5-year maintenance and monitoring period and shall be removed following successful completion restoration. All other trail and usage regulations will remain in place and enforcement will be the responsibility of the City. Temporary fencing shall consist of metal T-posts stakes with yellow nylon rope. Use of plastic construction fencing (snow fencing) is not permitted.

Steel signs (12 inches × 18 inches) indicating that habitat restoration is in progress, with no trespassing allowed, will be placed at 200-foot intervals along the fence. Signage text will be provided in both Spanish and English. The Habitat Restoration Specialist shall provide the final wording for the signs, in coordination with the City.

## 5.8 Non-Native Vegetation Removal

For all areas within restoration areas, staging areas, realigned trails, and access routes, the removal of all non-native vegetation, including the complete removal of all existing non-native weedy biomass, shall be conducted with follow-up treatment conducted on a regular basis for the duration of the restoration program, as discussed in the maintenance section. The initial invasive vegetation removal phase will consist of hand-removal, chemical treatment, mechanical removal, or a combination of these techniques in accordance with the Citywide Integrated Pest Management Plan (City of San Diego In Prep). All non-native vegetation, independent of invasive status, shall require treatment and/or treatment and removal. All removed vegetation shall be disposed of offsite at an approved landfill facility.

Herbaceous non-native annuals and perennial species, and all dead standing biomass shall be removed by hand, or by a combination of hand-removal and string trimming (weed whipping). All accumulated biomass shall be collected and completely removed from the restoration site and disposed of at an approved green waste facility.

Guidelines for non-native control and removals and requirements for herbicide application are included in the maintenance section below.

## 5.9 Soil Decompaction and Topsoil Placement

Upon completion of Project work the top 12" of surface soils within the Project footprint deemed excessively compacted shall be mechanically decompacted. Additionally, salvage topsoil stockpiled prior to work shall be replaced. The Habitat Restoration Specialist shall survey the restoration area and flag areas requiring focused soil decompaction. Areas anticipated for soil decompaction may include; access routes and impact areas regularly used for vehicles and equipment, lay-down and storage areas, backfilled work areas, and the perimeter of the primary access trail proposed for narrowing.

Areas identified for decompaction shall be cross-rippled a minimum of two directions to a depth of 12 inches. In areas of topsoil placement, salvaged topsoil shall be spread evenly in lifts no greater than 6 inches and blended with the existing soils. All areas of soil work shall be track walked or rolled to consolidate soils to achieve a compaction not exceeding 90% with a finished surface texture to resist erosion.

Additionally, the Habitat Restoration Specialist will collect soil samples and send them to a soil lab for major constituent analysis. Should soils be found to be problematic for revegetation of the native species included in this revegetation plan, appropriate soil amendments should be designated with sufficient lead time that they can be incorporated into the installation of revegetation materials (i.e. container plants and seed). Soil amendments may include agricultural gypsum, mycorrhizal inoculum, or other suitable amendments as recommended by the Habitat Restoration Specialist.

## 5.10 Vertical and Horizontal Mulching

Prior to implementation of this Plan, approximately 2-3 impacted Torrey pines (cut to grade and stockpiled) will be placed throughout the Torrey pine forest restoration areas in a manner that mimics naturally downed trees. Large trees may be broken or cut to approximately twenty to thirty feet in length, and no larger than six feet in height, with only large limbs or trunks used. Downed wood may be debarked if deemed necessary by the Habitat Restoration Specialist and would be inspected prior to installation to ensure trees are free of pests such as bark beetle. Follow up inspections for bark beetles would also be required to limit the possibility of revegetation areas increasing bark beetle occurrences within Crest Canyon.

This design is intended to provide woody structure for small mammal/reptile habitat, immediate vertical habitat structure, and shading which would otherwise take several decades to naturally develop. Additionally, each tree will create an immediate microhabitat and add to the overall heterogeneity of the restoration area while providing supplemental nutrients to the restoration area as it gradually decomposes. The location of each tree will be determined by the Habitat Restoration Specialist in the field. Locations may be prioritized in areas where they will provide disincentive to cutting switchbacks, therefore providing habitat protection. In order to take advantage of the heavy equipment being used for repair work, trees will be placed during, or immediately following, repair work by the storm drain repair contractor.



## 5.11 Erosion Control/Best Management Practices

Applicable erosion control measures in the form of best management practices (BMPs) shall be installed, as necessary throughout the restoration areas, along realigned trails and in staging areas and associated access routes. BMP installation is required for Project impact areas including; restoration areas to be decompacted and trails realigned through surface contouring, but shall also be implemented if surface vegetation removal or other work activity destabilizes surface soils and threatens on-site erosion.

As practicable, BMPs (excluding silt fencing) shall be constructed from biodegradable material and be 100% certified weed-seed free. If the use of non-biodegradable materials is unavoidable due to availability or necessity of function, all non-biodegradable materials shall be completely removed from the site when they are no longer required to provide stabilization, or at the end of the post-installation monitoring period.

BMPs include the following:

- Installation (as necessary) of silt fencing, fiber rolls, and gravel bags at key locations along the project perimeter where the potential for erosion and off-site soil transport exists
- Installation (as necessary) of fiber rolls, and gravel bags perpendicular to constructed drainage pathways to provide temporarily stabilization
- Installation (as necessary) of erosion control features, such as a combination of fiber rolls and soil tackifiers (via hydromulch application), in areas of greater than 4:1 slopes, or as specified by the Habitat Restoration Specialist
- Hydromulch/hydroseeding (including an appropriate binding agent) appropriate native nurse crops for the program areas in areas requiring surface soil stabilization

## 5.12 Container Planting and Seeding

Restoration areas shall be revegetated through a combination of container planting and seeding that are appropriate to the site context and project goals. The selection of species to be planted in the restoration areas is based on the known native plant species currently present within the site or observed within similar habitats adjacent to the site.

Species to be planted in the Diegan coastal sage scrub area are shown on Table 5. Species to be seeded in the Diegan coastal sage scrub area are shown in Table 5. The Diegan coastal sage scrub restoration area north of Racetrack View Drive will have a separate plant palette and seed mix, shown in Tables 7 and 8. Species to be planted in the Torrey pine forest restoration area are shown in Table 9. Species to be seeded in the Torrey Pine forest restoration area are shown in Table 10. Species and quantities shown in this plan are subject to revision within the planting plan associated with the landscape construction documents.

The contracting nursery and seed collectors should be given the maximum possible lead time to salvage, collect seed, store and to prepare plant material for the project in order to assure availability and minimize cost. No more than 10% of seed shall be collected from plants that will be undisturbed. Source locations for seed and plant material will require approval by the Habitat Restoration Specialist and City. Seed for locally rare species are listed as To Be Determined (TBD) due to a reliance on collections from adjacent areas. If any of these locally rare species are not available for collection at the time of installation, they will be collected at the next available time and seeded into the restoration areas prior to the winter rainy season (November or December).

**Table 5. Container Plants for Diegan Coastal Sage Scrub Restoration Area (5.40 Acres)<sup>1</sup>**

| Botanical Name                             | Common Name            | Container Size | Spacing | Quantity     |
|--|------------------------|----------------|---------|--------------|
| <i>Artemisia californica</i>               | California sage brush  | 1 gallon       | 5       | 1,886        |
| <i>Atriplex canescens</i>                  | Fourwing saltbush      | 1 gallon       | 6       | 333          |
| <i>Ceanothus verrucosus</i>                | Wart-stemmed ceanothus | 1 gallon       | 6       | 51           |
| <i>Diplacus puniceus</i>                   | Sticky monkeyflower    | 1 gallon       | 4       | 735          |
| <i>Elymus condensatus</i>                  | Giant wildrye          | 1 gallon       | 6       | 177          |
| <i>Encelia californica</i>                 | California Encelia     | 1 gallon       | 5       | 1,606        |
| <i>Eriodictyon crassifolium</i>            | Hairy-leaf yerba santa | 1 gallon       | 5       | 44           |
| <i>Eriogonum fasciculatum</i>              | California buckwheat   | 1 gallon       | 5       | 946          |
| <i>Heteromeles arbutifolia</i>             | Toyon                  | 1 gallon       | 7       | 237          |
| <i>Leptosyne maritima</i>                  | Sea dahlia             | 1 gallon       | 4       | 17           |
| <i>Malosma laurina</i>                     | Laurel sumac           | 1 gallon       | 6       | 338          |
| <i>Opuntia littoralis</i>                  | Coastal prickly pear   | 1 gallon       | 6       | 135          |
| <i>Pinus torreyana</i>                     | Torrey pine            | 5 gallon       | 18      | 15           |
| <i>Quercus dumosa</i>                      | Nuttall's scrub oak    | 1 gallon       | 6       | 51           |
| <i>Rhus integrifolia</i>                   | Lemonade-berry         | 1 gallon       | 6       | 327          |
| <i>Salvia apiana</i>                       | White sage             | 1 gallon       | 5       | 470          |
| <i>Salvia mellifera</i>                    | Black sage             | 1 gallon       | 5       | 1,027        |
| <i>Sambucus nigra</i> ssp. <i>caerulea</i> | Blue elderberry        | 1 gallon       | 8       | 76           |
| <i>Xylococcus bicolor</i>                  | Mission manzanita      | 1 gallon       | 6       | 47           |
| <b>Total</b>                               |                        |                |         | <b>8,507</b> |

**Note:**

<sup>1</sup> Recommended quantities should be used as a guide, as not all of these species or quantities may be available from native plant nurseries at the time of installation. The Habitat Restoration Specialist may make suitable replacements as needed.

**Table 6. Species to be Seeded in Diegan Coastal Sage Scrub Restoration Area (5.40 Acres)<sup>1</sup>**

| Botanical Name   | Common Name                          | Pure Live Seed (%) | Application Rate (lbs/acre) | Total Seed per Application (lbs) |
|--|--------------------------------------|--------------------|-----------------------------|----------------------------------|
| <i>Acmispon glaber</i>   | Deerweed                             | 38                 | 3.1                         | 16.7                             |
| <i>Antirrhinum nuttallianum</i>                                      | Nuttall's snapdragon                 | 10                 | 0.5                         | 2.8                              |
| <i>Artemisia californica</i>   | California sage brush                | 8                  | 2.6                         | 14.0                             |
| <i>Asclepias fascicularis</i>  | Narrowleaf milkweed                  | 59                 | 3.6                         | 19.4                             |
| <i>Camissoniopsis bistorta</i>                                       | California suncup                    | 72                 | 0.5                         | 2.8                              |
| <i>Chaenactis glabriuscula</i>                                       | Yellow pincushion                    | 10                 | 1.0                         | 5.4                              |
| <i>Corethrogyne filaginifolia</i> var. <i>linifolia</i> <sup>2</sup> | Del Mar Mesa Sand Aster <sup>2</sup> | TBD                | TBD                         | TBD                              |
| <i>Daucus pusillus</i>   | American wild carrot                 | 72                 | 1.0                         | 5.4                              |

**Table 6. Species to be Seeded in Diegan Coastal Sage Scrub Restoration Area (5.40 Acres)<sup>1</sup>**

| Botanical Name                              | Common Name          | Pure Live Seed (%) | Application Rate (lbs/acre) | Total Seed per Application (lbs) |
|---|----------------------|--------------------|-----------------------------|----------------------------------|
| <i>Deinandra fasciculata</i>                | Fascicled tarplant   | 16                 | 2.1                         | 11.3                             |
| <i>Encelia californica</i>                  | California encelia   | 24                 | 6.2                         | 33.5                             |
| <i>Eriogonum fasciculatum</i>               | California buckwheat | 6.5                | 5.2                         | 28.1                             |
| <i>Eriophyllum confertifolium</i>           | Golden yarrow        | 22                 | 2.1                         | 11.3                             |
| <i>Erysimum capitum</i> var. <i>capitum</i> | Sanddune wallflower  | TBD                | TBD                         | TBD                              |
| <i>Isocoma menziesii</i>                    | Coastal goldenbush   | 7                  | 2.1                         | 11.3                             |
| <i>Lasthenia gracilis</i>                   | Needle goldfields    | 30                 | 1.0                         | 5.4                              |
| <i>Lupinus succulentus</i>                  | Arroyo lupine        | 83                 | 2.1                         | 11.3                             |
| <i>Pseudognaphalium californicum</i>        | California cudweed   | 3                  | 1.0                         | 5.4                              |
| <i>Salvia mellifera</i>                     | Black Sage           | 35                 | 2.1                         | 11.3                             |
| <i>Stipa lepida</i>                         | Foothill needlegrass | 64                 | 2.6                         | 14.0                             |
| <i>Stipa pulchra</i>                        | Purple needlegrass   | 68                 | 3.1                         | 16.7                             |
| <b>Total</b>                                |                      |                    | <b>41.9</b>                 | <b>226.5</b>                     |

**Notes:**

- <sup>1</sup> Recommended pounds per acre should be used as a guide, as not all of these species or quantities may be available on site or at approved nearby locations. The Habitat Restoration Specialist may make suitable replacements as needed.
- <sup>2</sup> Seed from this species will be collected from the site, as possible. Therefore, purity and quantity cannot be estimated.

**Table 7. Container Plants for Diegan Coastal Sage Scrub Restoration Area North of Racetrack View Drive (0.10 Acres)<sup>1</sup>**

| Botanical Name                 | Common Name             | Container Size | Spacing | Quantity   |
|--------------------------------|-------------------------|----------------|---------|------------|
| <i>Artemisia californica</i>   | California sage brush   | 1 gallon       | 4       | 53         |
| <i>Atriplex canescens</i>      | Four wing salt bush     | 1 gallon       | 5       | 17         |
| <i>Encelia californica</i>     | California brittle bush | 1 gallon       | 4       | 53         |
| <i>Heteromeles arbutifolia</i> | Toyon                   | 1 gallon       | 6       | 12         |
| <i>Isomeris arborea</i>        | Bladderpod              | 1 gallon       | 4       | 19         |
| <i>Malosma laurina</i>         | Laurel sumac            | 1 gallon       | 6       | 11         |
| <i>Rhus integrifolia</i>       | Lemonade-berry          | 1 gallon       | 6       | 12         |
| <i>Salvia apiana</i>           | White sage              | 1 gallon       | 5       | 16         |
| <i>Salvia mellifera</i>        | Black sage              | 1 gallon       | 4       | 53         |
| <b>Total</b>                   |                         |                |         | <b>246</b> |

**Note:**

- <sup>1</sup> Recommended quantities should be used as a guide, as not all of these species or quantities may be available at approved nearby locations. The Habitat Restoration Specialist may make suitable replacements as needed.

**Table 8. Species to be Seeded in Diegan Coastal Sage Scrub Restoration Area North of Racetrack View Drive (0.10 Acres)<sup>1</sup>**

| Botanical Name                    | Common Name           | Pure Live Seed (%) | Application Rate (lbs/acre) | Total Seed per Application (lbs) |
|-----------------------------------|-----------------------|--------------------|-----------------------------|----------------------------------|
| <i>Acmispon glaber</i>            | Deerweed              | 38                 | 2.1                         | 0.21                             |
| <i>Antirrhinum nuttallianum</i>   | Nuttall's snapdragon  | 10                 | 0.4                         | 0.04                             |
| <i>Artemisia californica</i>      | California sage brush | 8                  | 2.1                         | 0.21                             |
| <i>Camissoniopsis bistorta</i>    | California suncup     | 72                 | 0.4                         | 0.04                             |
| <i>Daucus pusillus</i>            | American wild carrot  | 72                 | 0.7                         | 0.07                             |
| <i>Deinandra fasciculata</i>      | Fascicled tarplant    | 16                 | 1.4                         | 0.14                             |
| <i>Encelia californica</i>        | California encelia    | 24                 | 4.3                         | 0.42                             |
| <i>Eriogonum fasciculatum</i>     | California buckwheat  | 6.5                | 3.6                         | 0.35                             |
| <i>Eriophyllum confertifolium</i> | Golden yarrow         | 22                 | 1.4                         | 0.14                             |
| <i>Isocoma menziesii</i>          | Coastal goldenbush    | 7                  | 2.9                         | 0.28                             |
| <i>Lasthenia gracilis</i>         | Needle goldfields     | 30                 | 0.7                         | 0.07                             |
| <i>Lupinus succulentus</i>        | Arroyo lupine         | 83                 | 1.4                         | 0.14                             |
| <i>Salvia mellifera</i>           | Black Sage            | 35                 | 2.1                         | 0.21                             |
| <i>Stipa lepida</i>               | Foothill needlegrass  | 64                 | 2.1                         | 0.21                             |
| <b>Total</b>                      |                       |                    | <b>25.6</b>                 | <b>2.52</b>                      |

**Note:**

<sup>1</sup> Recommended quantities should be used as a guide, as not all of these species or quantities may be available at approved nearby locations. The Habitat Restoration Specialist may make suitable replacements as needed.

**Table 9. Container Plants for Torrey Pine Forest Restoration Area (0.99 Acres)<sup>1</sup>**

| Botanical Name                 | Common Name           | Container Size | Spacing | Quantity    |
|--------------------------------|-----------------------|----------------|---------|-------------|
| <i>Artemisia californica</i>   | California sage brush | 1 gallon       | 6       | 203         |
| <i>Diplacus puniceus</i>       | Sticky monkeyflower   | 1 gallon       | 5       | 161         |
| <i>Elymus condensatus</i>      | Giant wildrye         | 1 gallon       | 6       | 120         |
| <i>Encelia californica</i>     | California Encelia    | 1 gallon       | 6       | 144         |
| <i>Eriogonum fasciculatum</i>  | California buckwheat  | 1 gallon       | 6       | 120         |
| <i>Heteromeles arbutifolia</i> | Toyon                 | 1 gallon       | 8       | 34          |
| <i>Leptosyne maritima</i>      | Sea dahlia            | 1 gallon       | 4       | 27          |
| <i>Pinus torreyana</i>         | Torrey pine           | 5 gallon       | 12      | 47          |
| <i>Rhus integrifolia</i>       | Lemonade-berry        | 1 gallon       | 8       | 34          |
| <i>Salvia mellifera</i>        | Black sage            | 1 gallon       | 6       | 120         |
| <b>Total</b>                   |                       |                |         | <b>1010</b> |

**Note:**

<sup>1</sup> Recommended quantities should be used as a guide, as not all of these species or quantities may be available at approved nearby locations. The Habitat Restoration Specialist may make suitable replacements as needed.

**Table 10. Species to be Seeded in Torrey Pine Forest Restoration Area (0.99 Acres)<sup>1</sup>**

| Botanical Name               | Common Name     | Pure Live Seed (%) | Application Rate (lbs/acre) | Total Seed per Application (lbs) |
|------------------------------|-----------------|--------------------|-----------------------------|----------------------------------|
| <i>Acmispon glaber</i>       | Deerweed        | 38                 | 2.4                         | 2.4                              |
| <i>Ambrosia psilostachya</i> | Western ragweed | 20                 | 3.2                         | 3.2                              |

**Table 10. Species to be Seeded in Torrey Pine Forest Restoration Area (0.99 Acres)<sup>1</sup>**

| Botanical Name   | Common Name                          | Pure Live Seed (%) | Application Rate (lbs/acre) | Total Seed per Application (lbs) |
|--|--------------------------------------|--------------------|-----------------------------|----------------------------------|
| <i>Antirrhinum nuttallianum</i>                                      | Nuttall's snapdragon                 | 10                 | 0.4                         | 0.4                              |
| <i>Artemisia californica</i>   | California sage brush                | 7.5                | 1.6                         | 1.6                              |
| <i>Camissoniopsis bistorta</i>                                       | California suncup                    | 72                 | 0.2                         | 0.2                              |
| <i>Claytonia perfoliata</i>  | Miners lettuce                       | 14                 | 1.6                         | 1.6                              |
| <i>Corethrogyne filaginifolia</i> var. <i>linifolia</i> <sup>2</sup> | Del Mar Mesa Sand Aster <sup>2</sup> | TBD                | TBD                         | TBD                              |
| <i>Daucus pusillus</i>   | American wild carrot                 | 72                 | 0.8                         | 0.8                              |
| <i>Deinandra fasciculata</i>   | Fascicled tarplant                   | 16                 | 1.6                         | 1.6                              |
| <i>Encelia californica</i>   | California encelia                   | 24                 | 3.2                         | 3.2                              |
| <i>Eriogonum fasciculatum</i>  | California buckwheat                 | 11                 | 3.2                         | 3.2                              |
| <i>Eriophyllum confertifolium</i>                                    | Golden yarrow                        | 15                 | 1.6                         | 1.6                              |
| <i>Isocoma menziesii</i>   | Coastal goldenbush                   | 7                  | 1.6                         | 1.6                              |
| <i>Lasthenia gracilis</i>  | Needle goldfields                    | 30                 | 0.8                         | 0.8                              |
| <i>Lupinus succulentus</i>   | Arroyo lupine                        | 83                 | 1.6                         | 1.6                              |
| <i>Melica imperfecta</i>   | California melic                     | 60                 | 2.4                         | 2.4                              |
| <i>Phacelia parryi</i>   | Parry's phacelia                     | 76                 | 0.4                         | 0.4                              |
| <i>Phacelia ramosissima</i> <sup>2</sup>                             | Branched phacelia <sup>2</sup>       | TBD                | TBD                         | TBD                              |
| <i>Stipa coronata</i>  | Giant stipa                          | 36                 | 1.6                         | 1.6                              |
| <i>Stipa lepida</i>  | Foothill needlegrass                 | 64                 | 1.6                         | 1.6                              |
| <i>Stipa pulchra</i>   | Purple needlegrass                   | 68                 | 1.6                         | 1.6                              |
| <b>Total</b>   |                                      |                    | <b>31.4</b>                 | <b>31.1</b>                      |

**Notes:**

- <sup>1</sup> Recommended pounds per acre should only be used as a guide, as not all of these species or quantities may be available on site or at approved nearby locations.
- <sup>2</sup> Seed from these species will be collected from the site, as possible. Therefore, purity and quantity cannot be estimated.

The species lists above were compiled based on the composition of vegetation in the temporary impact areas and adjacent habitat. Although not occurring in the temporary impact area prior to grubbing, a limited quantity of chaparral species are included in the larger Diegan coastal sage scrub restoration area. These additions are meant to facilitate a possible future natural transition from coastal sage scrub to southern maritime chaparral, a climax community which is found along the canyon walls.

Plant materials (container plants and seed) will originate from within 25 miles of the site, as possible, to conserve the genetic composition of the site. Any plant materials originating from further than 25 miles from the site must be approved by the City. A seed supplier specializing in native species shall be contracted to supply the necessary seed, both for container plants and applied seed. All container plants shall be supplied by a nursery specializing in the propagation of native plants for native restoration. The City or the designated Restoration Contractor shall make these arrangements with sufficient lead time for the anticipated implementation date.

Planting and seeding at the site will be accomplished during the winter or early spring, depending on the progress of repair work. This will allow installed plant materials to take advantage of seasonal rainfall patterns, further increasing the likelihood of establishment and success. The Habitat Restoration Specialist shall check all container plants for quantity, viability, general health, and inspect for Argentine ant (*Linepithema humile*), fire ant (*Solenopsis invicta*), and

other insect pests infestation upon arrival to the restoration site. All container plants shall be certified as grown with mycorrhizal fungi and Phytophthora pathogen-free. Any container plants not meeting acceptable standards will be rejected and replaced in-kind.

### **Container Planting**

Container plant layout shall require pre-approval of the Habitat Restoration Specialist prior to planting. Planting locations shall be flagged in the field by the contractor based on recommended spacing, grouping, and site conditions, which will be defined in the final landscape construction documents and described in the field by the Habitat Restoration Specialist. With respect to the Torrey pine container plants, individual tree plantings will be placed adjacent to vertical mulching and/or existing mature trees when able, since Torrey pines have been shown to establish well under the shade of adults. Additionally, planting Torrey pines in proximity to mature trees will facilitate the colonization of their root system by symbiotic ectomycorrhizal fungi already present, a relationship which all pine species depend upon to survive.

Standard planting procedures shall be employed for installing container plants. Holes shall be dug at twice the diameter of the root ball of the plant and the same depth as the container. Holes shall be filled with water and allowed to drain immediately prior to planting. Backfill soil containing amendments (as defined by the landscape construction documents and as directed by the Habitat Restoration Specialist) shall be placed in every planting hole following soaking; container plants shall be installed so that the crown of the plant is approximately 1 inch above grade. Mulch shall be applied around container plants to a diameter of 2 feet, or 1.5 times the drip line of the plant, whichever is greater. Mulch shall be 1 to 2 inches deep. For Tree species, irrigation emitters shall be installed and operational within 1 day of plant installation, and stakes will be installed for stabilization. Protective cages shall be required if evidence of excessive browsing is identified on adjacent vegetation, or if deemed necessary by the Habitat Restoration Specialist.

### **Seeding**

All site work, non-native vegetation control, irrigation installation, and planting shall be complete and verified by the Habitat Restoration Specialist prior to hydroseed application. Seeding application is recommended to occur during fall or winter months due to cooler and wetter conditions, as shrub dominant restoration areas are depended on seeding germination for cover development.

The hydroslurry mixture shall contain the specified seed mix at the prescribed rate per acre, along with mulch components that may consist of 100% virgin wood fiber mulch at 2,000 pounds per acre, agricultural gypsum at 1,000 pounds per acre, and a commercial guar-gum-based binder at 150 pounds per acre. In addition, arbuscular mycorrhizal fungi such as *Rhizophagus irregularis* shall be included in seed application. Commercially available arbuscular mycorrhizal fungi shall be incorporated within the hydroslurry mix at the rate of 60 liters per acre. The arbuscular mycorrhizal fungi selected shall require pre-approval from the Habitat Restoration Specialist. The mulch components may be modified depending on site conditions and soils, as recommended by the Habitat Restoration Specialist. Additional soil amendments may be required based on results of agricultural suitability analysis and the recommendation of the Habitat Restoration Specialist.

All seed packaging will be clearly labeled showing type of seed, test date, the name of the supplier, and percentage of the following: pure seed, crop seed, inert matter, weed seed, noxious weeds, and total germination content. All material will be delivered to the site in original, unopened containers bearing the manufacturer's guaranteed analysis. All seed mixes will be stored in a dark, cool place and not allowed to become damp.

During application, effort shall be made to minimize covering existing vegetation and container plants with the hydroslurry mixture. Labels for all hydroslurry components shall require inspection and approval from the Habitat Restoration Specialist prior to mixing and application.

## 5.13 Temporary Irrigation

Installation of a temporary irrigation system is proposed to promote initial vegetation development and survival of planted container plants. The temporary system shall be designed as an overhead spray system, providing consistent head to head watering coverage throughout restoration areas. The system shall be operated from an automatic and programmable controller to allow consistent operation with minimal maintenance. Circuits shall utilize isolation valves to establish watering zones based on specific requirements of target habitats and the topographic constraints of the site. Although the system shall be primarily used as an overhead spray system, point-source emitters may be installed on separate circuits to allow deep root watering for installed tree species.

All irrigation will be installed by the Restoration Contractor based on specific design parameters provided in the construction documents, with minor field adjustments expected to adapt the layout to on-site conditions. All significant field adjustments shall require approval from the Habitat Restoration Specialist prior to installation. Supplied water shall be from existing City water sources located adjacent to the site, either from a temporary meter installed on an existing City fire hydrant or a direct connection to a City service line. The system shall be installed and fully operational prior to planting, with an irrigation spray coverage check conducted and approved by the Habitat Restoration Specialist prior to activation.

The irrigation system shall be designed with lateral lines and irrigation heads installed above-ground and anchored to the existing grade, with a buried mainline and components set in locked valve boxes set underground. Above-ground lateral lines shall consist of UV-resistant polyvinyl chloride (UV-PVC).

## 5.14 As-Built Conditions

An initial completion report documenting as-built conditions will be submitted to the City within six weeks of completion of the installation. The report will include a marked-up duplicate copy of the planting plan drawing showing the final configuration of the restoration areas. Photographs also will be included to document the final “as-built” field conditions. A final GPS map showing the final boundaries of all restoration areas shall also be provided. This map would also be used as a reference figure during the long-term maintenance and monitoring period.

# 6 Maintenance Plan

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The purpose of the maintenance program is to provide guidelines for maintenance of the restored habitats during an initial 120-day plant establishment period (PEP) and then throughout the 5-year maintenance and monitoring period. Maintenance will be conducted by the Restoration Contractor and maintenance decisions shall be informed by the results of biological monitoring. Because the goal of the restoration program is to create a natural system that can ultimately support itself with minimal maintenance, the primary effort of the maintenance program is concentrated in the first few seasons of growth to control non-native plant species and to help the desired species become established. Maintenance will focus initially on addressing remedial measures to help achieve the success standards. Maintenance of the fencing and signage on the perimeter of the site will be required throughout the 5-year maintenance period.

## 6.1 Schedule

At a minimum, maintenance activities will be conducted by the Restoration Contractor on a biweekly basis for the duration of the PEP, then on a monthly basis through the end of Year 1 of the maintenance and monitoring period. For the remaining four years of the maintenance and monitoring period, maintenance will be conducted on a quarterly basis, at a minimum. This schedule is intended to meet the maintenance requirements at the site for the duration of the 5-year maintenance and monitoring period; however, additional maintenance may be required at the recommendation of the Habitat Restoration Specialist in order to address issues requiring immediate remedial action particularly for weed control during the growing season.

## 6.2 Weed Control

Non-native plant species occur within and around the restoration areas. Weed control efforts during the maintenance and monitoring period will occur within the restoration area and a 25 foot buffer for annual non-native species and a 50 foot buffer for perennial non-native species. Weed control will be implemented by the Restoration Contractor and will include a combination of physical removal, and/or herbicide applications where appropriate and legal according to herbicide restrictions and in accordance with the Citywide Integrated Pest Management Plan (City of San Diego In Prep). All weed control within the restoration area buffers will occur outside of the California gnatcatcher breeding season (March 1 to August 15), unless a qualified biologist has surveyed the area a maximum of 72 hours prior to weed control activities and concludes that control work will not result in impacts to California gnatcatchers. All workers conducting weed removal activities shall be educated to distinguish between native and nonnative species so that local native plants are not inadvertently killed by weed removal activities. Any herbicide use shall be under the direction of a licensed pest control advisor, applied by a licensed applicator, and coordinated with the Habitat Restoration Specialist to ensure that special-status species and desirable vegetation is not inadvertently damaged from herbicide overspray. Any herbicide use shall be conducted with a low pressure application and will require a 10-foot buffer from concentrations of special status plant species. Herbicide use shall be restricted when wind speed is greater than 5 miles per hour or if rain is projected within 24 hours of the scheduled application.



## 6.2.1 Target Weed Species

Weed species targeted for control are generally aggressive, rapidly colonizing plant species that compromise the quality and functions of natural habitats within the region. In some instances, non-native invasive species can also compromise safety by exacerbating fire hazards in upland and transitional wetland areas.

All species listed by the California Invasive Plant Council (Cal-IPC) in the California Invasive Plant Inventory (Cal-IPC 2017) throughout the southwestern region of the California Floristic Province as a moderate to high threat of ecological impact to transitional wetland and upland vegetation communities shall be subject to control for the duration of the maintenance period. Non-native plant species listed in Table 11 include species documented within and nearby the restoration areas expected to comprise the focus of control. Additional species added include species either listed by Cal-IPC as a limited threat/on a watch list, or not listed, but may be problematic within the site. While maintenance efforts will attempt to address all non-native species, the focus of the weed control efforts shall be on those species that present the greatest threat to the success of the project.

In order to adapt to changing conditions, the Habitat Restoration Specialist may recommend additional non-native species for treatment, including species that are not listed by Cal-IPC as invasive but that locally reoccur and inhibit development of native vegetation.

The majority of non-native species targeted for control are annuals; therefore, effective long term control will rely on minimizing seed production. Many of these species are ubiquitous, and complete control may not be feasible (e.g., filaree, rattail fescue). Additionally, some of these species may not pose a considerable threat to the establishment and successful function of the Diegan coastal sage scrub and Torrey pine habitat (e.g., narrow-leaf cottonrose [*Logfia gallica*]).

**Table 11. Non-native Plant Species Documented at the Crest Canyon Site**

| Scientific Name                      | Common Name           | Cal-IPC Rating |
|--------------------------------------|-----------------------|----------------|
| <i>Bromus rubens</i>                 | Red brome             | High           |
| <i>Bromus tectorum</i>               | Cheat grass           | High           |
| <i>Carpobrotus edulis</i>            | Highway iceplant      | High           |
| <i>Ehrharta calycina</i> *           | Perennial veldt grass | High           |
| <i>Asparagus asparagoides</i>        | Bridal creeper        | Moderate       |
| <i>Avena barbata</i>                 | Slender oat           | Moderate       |
| <i>Brassica nigra</i>                | Black mustard         | Moderate       |
| <i>Bromus diandrus</i>               | Ripgut brome          | Moderate       |
| <i>Carduus pycnocephalus</i>         | Italian thistle       | Moderate       |
| <i>Carrichtera annua</i> *           | Ward's weed           | Moderate       |
| <i>Centaurea melitensis</i>          | Tocalote              | Moderate       |
| <i>Festuca myuros</i>                | Rat's tail fescue     | Moderate       |
| <i>Hirschfeldia incana</i>           | Shortpod mustard      | Moderate       |
| <i>Lythrum hyssopifolium</i>         | Hyssop loosestrife    | Moderate       |
| <i>Mesembryanthemum crystallinum</i> | Crystalline iceplant  | Moderate       |
| <i>Nicotiana glauca</i>              | Tree tobacco          | Moderate       |
| <i>Oxalis pes-caprae</i>             | Bermuda buttercup     | Moderate       |
| <i>Bromus hordeaceus</i>             | Soft brome            | Limited        |
| <i>Cotula coronopifolia</i>          | Brass buttons         | Limited        |

**Table 11. Non-native Plant Species Documented at the Crest Canyon Site**

| Scientific Name                    | Common Name               | Cal-IPC Rating |
|------------------------------------|---------------------------|----------------|
| <i>Ehrharta longiflora</i>         | Longflowered veldt grass  | Limited        |
| <i>Erodium cicutarium</i>          | Red stemmed filaree       | Limited        |
| <i>Glebionis coronaria</i>         | Crown daisy               | Limited        |
| <i>Hypochaeris glabra</i>          | Smooth cat's ear          | Limited        |
| <i>Mesembryanthemum nodiflorum</i> | Slenderleaf iceplant      | Limited        |
| <i>Polypogon monspeliensis</i>     | Rabbit's foot grass       | Limited        |
| <i>Acacia longifolia</i>           | Sydney golden wattle      | Watch          |
| <i>Malephora crocea</i>            | Coppery mesemb            | Watch          |
| <i>Anthriscus caucalis</i>         | Bur parsley               | Not Listed     |
| <i>Chenopodium album</i>           | Lamb's quarters           | Not Listed     |
| <i>Lepidium didymum</i>            | Lesser swine-cress        | Not Listed     |
| <i>Logfia gallica</i>              | Narrowleaf cottonrose     | Not Listed     |
| <i>Malva parviflora</i>            | Cheeseweed                | Not Listed     |
| <i>Mellilotus indicus</i>          | Annual yellow sweetclover | Not Listed     |
| <i>Pseudognaphalium luteoalbum</i> | Jersey cudweed            | Not Listed     |
| <i>Sonchus asper</i>               | Spiny sowthistle          | Not Listed     |
| <i>Sonchus oleraceus</i>           | Common sowthistle         | Not Listed     |
| <i>Urtica urens</i>                | Stinging nettle           | Not Listed     |

**Note:**

\* These species were not observed within the Study Area of the BRA but are known to occur within one mile of the restoration areas.

Seasonal weed control efforts shall begin early in the growing season prior to seed set and dispersal. Maintenance visits will be closely spaced during the winter and spring growing season when the annual weed species are growing and developing seed. Weed control efforts will likely be less frequent in summer and fall and concentrate on late season germinators when the majority of annual weeds have died.

## 6.3 Trash and Debris Removal

During each scheduled maintenance visit, the Restoration Contractor will remove any trash and debris that has accumulated in the restoration areas. Removal shall be required for the duration of the 5-year maintenance and monitoring period. Natural debris such as leaf litter and woody debris will be left on-site to decompose. Any thatch that has accumulated as a result of weed control efforts shall be removed from the site the same day it is cut and disposed of in a legal manner. Anthropogenic trash was uncommon in the restoration areas prior to repair work and any accumulation of trash will most likely be the result of recreational trail usage.

While debris from homeless encampments is not anticipated to be an issue, evidence of one homeless encampment was observed during biological monitoring of repair work. If active homeless encampments are identified, the Restoration Contractor or Habitat Restoration Specialist shall not engage residents, but notify the City immediately to conduct necessary measures.

## 6.4 Erosion Control

Erosion control BMPs shall be repaired or replaced as needed by the Restoration Contractor during scheduled maintenance visits for the duration of the 5-year maintenance and monitoring period. Due to the sloped topography of the site, minor erosion may occur in the restoration areas prior to establishment of plant materials; however, severe erosion was observed along the trails following significant rain events. Therefore, the BMPs placed along the trail alignment shall be inspected on a regular basis, with repair and replacement of degraded or damaged BMPs conducted immediately. All BMPs shall be removed by the Restoration Contractor following the 5-year maintenance and monitoring period, or earlier, if the Habitat Restoration Specialist deems them to be no longer necessary. All replacement BMPs materials and installation procedures shall be as described in Section 5.11.

## 6.5 Perimeter Controls and Trail Maintenance

The temporary fencing and signage will be repaired and replaced by the Restoration Contractor as needed for the duration of the 5-year maintenance and monitoring period. Several informal trails exist throughout the recreational area as a whole, indicating a moderate likelihood for unauthorized access into the restoration areas. Unauthorized access within the restoration areas will be reported to the City and enforcement of access restrictions will be the responsibility of the City. Additionally, temporary fencing blocking access onto restored trails will be maintained by the Restoration Contractor until the City approves the trails for reopening, at which point the temporary fencing will be removed. Restored trails will be maintained by the Restoration Contractor until trails have been approved for public reopening by the City, at which point trail maintenance will become the responsibility of the City. Trail maintenance will address issues relating to surface compaction, erosion, drainage features, and any other deficiency identified by the Habitat Restoration Specialist or the City. Temporary fencing delineating the restoration areas will be removed by the Restoration Contractor following the completion of the restoration project. Permanent signage will remain in place following the completion of restoration and repairs or replacement will be the responsibility of the City.

## 6.6 Irrigation Maintenance

The Restoration Contractor shall regularly inspect the irrigation system during scheduled maintenance visits and make any repairs or adjustments to the watering frequency as recommended by the Habitat Restoration Specialist. Supplemental irrigation is anticipated to be discontinued by the end of Year 3 of the maintenance and monitoring period, at the latest. This will allow container plants and seed to establish and adjust to natural precipitation patterns for the final two years of the maintenance and monitoring period. For the duration of the period in which irrigation is in use, the Restoration Contractor will verify that there are no leaks, breaks or disruptions in controller operation, and that container plants are receiving adequate water while avoiding over-watering and erosion. Irrigation volume will be gradually reduced over time to acclimate plants to a non-irrigated condition prior to complete cessation of irrigation. Irrigation from June to November may be minimized to allow plants to experience normal drought cycles and to promote appropriate root growth. Should the site experience drought conditions during the winter months, the Habitat Restoration Specialist may recommend supplemental irrigation be continued to ensure successful establishment of container plants and seed. The Restoration Contractor will maintain the irrigation system at the optimum level of operation. Following the completion of restoration and City approval, the Restoration Contractor will remove all aboveground components and valve boxes from the site.

## 6.7 Replacement Planting and Seeding

For the duration of the PEP and first year of Maintenance and Monitoring, any dead container plants shall be replaced in-kind at the expense of the Restoration Contractor. Following completion of Year 1, dead container plants will be replaced at the discretion of the Habitat Restoration Specialist. Dead container plants will be brought to the attention of the City and the Restoration Contractor and shall be replaced within two weeks of their occurrence. Should the seed mix fail to adequately germinate and establish during the PEP, the Habitat Restoration Specialist may require additional seed application.

## 6.8 Pest Management

Control of vertebrate pests is not anticipated during the 5-year maintenance and monitoring period, nor are insect pests expected to be severe enough to warrant control. Pest management practices will follow the Citywide Integrated Pest Management Plan. Torrey pines have been observed to be highly susceptible to a local species of bark beetle, *Ips paraconfusus*; however, the risk of tree mortality is typically correlated with the severity of environmental stressors (e.g. drought). Since the Torrey pines planted as part of this Plan shall be receiving supplemental irrigation in order to build up their natural defenses, mortality as a result of bark beetle infestation is not expected. Should the Torrey pines begin to show signs of severe bark beetle infestation (yellowing foliage, adult exit holes, reddish boring dust), the Restoration Contractor and Habitat Restoration Specialist will consult with the City to implement treatments and preventative measures, such as thinning and pheromone traps. All bark beetle observations will be immediately reported to the City of San Diego, and recommended control measures implemented expeditiously.

If any other plant diseases or pests become significant enough to warrant control, the Restoration Contractor will consult with a licensed pest control adviser for specific control measures, which will be conducted following all applicable laws, regulations, label directions, and safety precautions as well as in coordination with the Citywide Integrated Pest Management Plan. Additionally, excessive loss of plant material as a result of herbivory shall be brought to the attention of the Habitat Restoration Specialist and the City to determine appropriate control measures.

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# 7 Monitoring Plan

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The following monitoring methods shall be implemented as part of the long-term biological monitoring program, which is scheduled to commence immediately following successful installation. The monitoring period is planned for 5 years, after which the site will be monitored in accordance with the City MSCP's MHPA requirements for special-status species and habitats. In addition to the monitoring methods described below, biological monitoring will be conducted on a daily basis during implementation of this Plan to ensure no unanticipated impacts are incurred as a result of restoration activities. The Habitat Restoration Specialist shall be responsible for documenting and reporting the results of qualitative and quantitative methods according to the methods and schedule described in this Section.

## 7.1 Qualitative Monitoring

Qualitative monitoring of the restoration areas will consist of general site assessments, inspection of vegetation health and establishment, wildlife use, presence of special-status plants, and documentation of disturbance. Qualitative monitoring will occur biweekly for the first two months of the 120-day plant establishment period and monthly during the second two months for six total visits. Qualitative monitoring will then be conducted on a quarterly basis for the remainder of the long-term maintenance and monitoring period.

All site assessments will include photo documentation. Permanent photo documentation stations have been established at 16 locations throughout the restoration areas and are intended to provide a visual method of tracking restoration progress throughout the monitoring period. Photographs at permanent photo stations will be replicated on an annual basis during quantitative monitoring and included in the annual reports.

Qualitative monitoring will also produce maintenance recommendations for the Restoration Contractor. Maintenance notes will include the health of container plants, status of seed mix establishment, pest problems, erosion issues, disturbance, irrigation issues, non-native species occurrence, trash, and perimeter control. The results of qualitative monitoring events and relevant maintenance observations/recommendations will be recorded in a site observation report, which will be distributed to the City and Restoration Contractor. All significant observations will be included in the annual monitoring report.

## 7.2 Quantitative Monitoring

Quantitative monitoring will be used to assess vegetation establishment within the restoration areas. Annual quantitative monitoring will be conducted in the spring of each monitoring year during peak phenology for coastal sage scrub species in order to record as many species as possible. Point intercept transects will be used to collect species richness, and cover of native and non-native plant species. A minimum of ten transects measuring 25-meters in length will be randomly placed throughout the restoration areas (stratified by habitat type). Transects will be permanently marked in the field using t-posts or rebar stakes, and their endpoints will be recorded using a GPS. All species occurring within a 4-meter species richness belt, 2 meters on either side of the transect tape, will be recorded for inclusion in species richness data. Native cover, non-native cover, and species richness will be calculated for the restoration areas and compared to the success criteria annually. In addition to quantitative monitoring of the restoration areas, a total of four permanent reference sites (two for each habitat type being restored) will be established adjacent to the restoration areas and monitored in Years 1, 3, and 5, following the same methods as the restoration areas. Data regarding native cover for both the restoration areas and reference sites will be averaged for the purpose of comparison. This will allow the restoration areas to be compared to healthy

native vegetation communities while accounting for natural fluctuations year-to-year. Photo documentation of both restoration and reference transects will be provided in the annual reports. Restoration and reference transects will be established prior to planting and seeding and will be approved by City of San Diego Engineering and Capital Projects and Parks and Recreation biologists.

## 7.3 Reporting

During Project installation, the Habitat Restoration Specialist will regularly report the progress of work to the City. These brief progress reports will be distributed on a weekly basis and will include a description of restoration activities conducted and any other notable observations. Issues requiring immediate corrective action, such as inadvertent impacts, will be reported to the City the same day the issue occurs.

As noted in Section 5.14, an installation completion report will be submitted to the City by the Habitat Restoration Specialist within six weeks following successful implementation of this Plan. The report will show the final configuration of the restoration areas and photo documentation of the final “as-built” conditions. Additionally, the report will provide a summary of the work completed during implementation, including any deviations from this Plan and required field modifications, such as substitutions in the plant or seed palette. The report will also include a final GPS map showing the boundaries of all restoration areas.

For the duration of the PEP, the Habitat Restoration Specialist will report qualitative data and maintenance recommendations after each monitoring visit. As described in Section 7.1, qualitative data and maintenance recommendations will be documented in a brief site observation report, which will be distributed to the City and Restoration Contractor. Following the completion of the PEP and approval from the City, the Habitat Restoration Specialist will prepare a memorandum documenting the successful completion of the PEP and the site’s transition to long-term monitoring. This memorandum will include details about all maintenance and monitoring activities conducted during the PEP as well as any remedial actions implemented to achieve the success criteria for the PEP.

Immediately following successful completion of the PEP and City approval, the site will transition to the 5-year maintenance and monitoring period. Qualitative monitoring will be conducted as described in Section 7.1 on a quarterly basis, totaling four monitoring visits per year, for the remainder of the 5-year maintenance and monitoring period. Qualitative observations and recommendations from each monitoring visit will be documented in a brief site observation report, which will be distributed to the City and Restoration Contractor.

Annual reports will contain an analysis of all monitoring data (qualitative and quantitative) relative to performance standards and success criteria, summaries of all maintenance conducted, photos from permanent photo stations, and GPS maps/figures showing the restoration areas. In addition, the annual reports will contain remedial recommendations and management priorities for the following year. The annual reports will be submitted to the City of San Diego Engineering and Capital Projects Department at the anniversary of the completion of the PEP in each monitoring year, so there is adequate lead time to implement remedial recommendations prior to the next growing season. The City of San Diego Engineering and Capital Projects Department will be responsible for distributing reports to the City of San Diego Parks and Recreation Department and the regulatory agencies.

**Table 12. Possible Biological Monitoring Time Line**

| Year | J    | F       | M    | A | M    | J  | J | A | S | O | N | D |
|------|------|---------|------|---|------|----|---|---|---|---|---|---|
| 2020 |      |         |      |   |      |    |   |   |   |   | A | A |
| 2021 | A, I | C, M, M | M, M | M | M, P |    |   | M |   |   | M |   |
| 2022 |      | M       |      |   | M, Q | R1 |   | M |   |   | M |   |
| 2023 |      | M       |      |   | M, Q | R2 |   | M |   |   | M |   |
| 2024 |      | M       |      |   | M, Q | R3 |   | M |   |   | M |   |
| 2025 |      | M       |      |   | M, Q | R4 |   | M |   |   | M |   |
| 2026 |      | M       |      |   | M, Q | R5 |   |   |   |   |   |   |

**Notes:**

\* Schedule subject to change based on actual dates of installation.

A = Initial site preparation (weed control, trash removal)

I = Installation of container plants and seed

C = Installation Completion Report

P = PEP Completion Memorandum

M = Qualitative Biological Monitoring

Q = Quantitative Biological Monitoring

R = Annual Monitoring Report

S = Start of the 5 Year Maintenance and Monitoring Period

## 7.4 Adaptive Management

If annual performance standards are not being met, or the Habitat Restoration Specialist or a City of San Diego biologist observes that some aspect of the restoration program requires attention, adaptive measures will be implemented by the Restoration Contractor. Adaptive management measures will be coordinated with City of San Diego staff. Adaptive measures may include but are not limited to: adjusting supplemental irrigation rates, improving weed control execution, and re-seeding or replanting. Adaptive measures shall be implemented immediately and no later than two weeks following the recommendation by the Habitat Restoration Specialist.



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# 8 Final Success Criteria and Performance Standards

The goal of this Plan is to restore self-sustaining habitat capable of providing functions similar to, or better than, the habitat that was temporarily impacted during repair work. The final success criteria and interim performance standards outlined herein will be used to determine fulfillment of the Project’s mitigation obligations. Fulfillment of these criteria and standards should help demonstrate that the restoration areas are progressing toward the habitat types, functions, and values that constitute the long-term goals of the restoration effort.

## 8.1 Performance Standards

The PEP is intended to ensure successful establishment of revegetation materials and adequate site stabilization. Therefore, certain criteria must be met for successful completion of the PEP and transition into long-term monitoring. The success criteria for the PEP are as follows:

1. Soils are stabilized with localized erosional issues corrected.
2. 100% survival for installed container plants and any mortalities replaced in-kind.
3. 0% cover of invasive species rated high, moderate, or limited by Cal-IPC.
4. All BMPs are in good and functioning condition, as determined by the Habitat Restoration Specialist and the City.

The stated performance standards for upland habitat are based on vegetative cover at the site prior to repair work and are intended to be achieved with a 5-year maintenance and monitoring period. The development of the restoration areas will be evaluated annually to determine conformance to goals for species richness, native cover, and non-native cover. Coastal sage scrub and Torrey pine forest restoration areas will be compared to adjacent fully developed habitat. Since Coastal sage scrub habitat conditions are anticipated to revegetate on a quicker timescale than those of Torrey Pine Forest, the success criteria, when compared to fully developed habitat, will be different for the two vegetation communities.

As discussed in Section 7.2, the restoration areas will be evaluated and compared to adjacent established reference sites. In years where quantitative monitoring is not conducted at the reference sites (Year 2 and Year 4), native cover data for the restoration areas will be compared to data collected at reference sites for the previous year. If performance standards are not achieved with a 5-year period, maintenance and monitoring will be extended until success criteria are achieved. The final assessment of the success of the restoration areas will be based on the achievement of the target performance standards and a determination of plant establishment. Success criteria for Diegan coastal sage scrub and Torrey pine forest are provided in Tables 13 and 14.

**Table 13. Summary of Performance Standards and Success Criteria for Diegan Coastal Sage Scrub**

| Year | Native Species Richness | Native Species Cover (Relative to Reference Sites) | Container Plant Survival <sup>1</sup> | Non-native Species Cover   |
|------|-------------------------|--|---------------------------------------|--|
| 1    | 5                       | 20%  | 100%                                  | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |

**Table 13. Summary of Performance Standards and Success Criteria for Diegan Coastal Sage Scrub**

| Year | Native Species Richness | Native Species Cover (Relative to Reference Sites) | Container Plant Survival <sup>1</sup> | Non-native Species Cover   |
|------|-------------------------|--|---------------------------------------|--|
| 2    | 6                       | 30%  | 100%                                  | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 3    | 7                       | 40%  | 90%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 4    | 9                       | 60%  | 80%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 5    | 10                      | 80%  | 80%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |

**Note:**

<sup>1</sup> Natural recruitment of native perennial species may be counted toward the survival goal if adequate replacement of container plant function (i.e. percent cover) has occurred.

**Table 14. Summary of Performance Standards and Success Criteria for Torrey Pine Forest**

| Year | Native Species Richness | Native Species Cover (Relative to Reference Sites) | Container Plant Survival <sup>1</sup> | Non-native Species Cover   |
|------|-------------------------|--|---------------------------------------|--|
| 1    | 5                       | 20%  | 100%                                  | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 2    | 6                       | 30%  | 100%                                  | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 3    | 7                       | 40%  | 90%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 4    | 8                       | 50%  | 80%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |
| 5    | 8                       | 60%  | 80%                                   | <10% total relative cover<br>0% Cal-IPC rated high or moderate perennial species |

**Note:**

<sup>1</sup> Natural recruitment of native perennial species may be counted toward the survival goal if adequate replacement of container plant function (i.e. percent cover) has occurred.

# 9 Completion of Mitigation

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## 9.1 Notification of Completion

Upon completion of the maintenance and monitoring period, if the target success criteria and performance standards have been achieved, notification of completion will be included within the final annual report submitted to the City. The City will be responsible for distributing the report to the regulatory agencies. The final report also will include documentation that the habitat restoration success criteria have been met for both Diegan coastal sage scrub and Torrey pine forest. The City Engineering and Capital Projects Department in coordination with the Parks and Recreation Department will confirm if success criteria have been adequately achieved and if the maintenance and monitoring period can be discontinued. The City Engineering and Capital Projects Department and Parks and Recreation Department, and regulatory agencies, shall provide written concurrence of project completion.

If a performance criterion is not met for either of the restoration areas in any year, or if the final success criteria are not met, the Habitat Restoration Specialist shall prepare an analysis of the cause(s) of failure and, if deemed necessary by the City, propose remedial actions for approval. If any of the restoration areas have not met a performance criterion during the initial monitoring and maintenance period, the maintenance and monitoring obligations shall continue until the City deems the restoration successful and success criteria are met.

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# 10 Long-Term Management

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The entirety of the restoration areas are within the City MSCP's MHPA, with the exception 0.06 acres of the Diegan coastal sage scrub restoration area located along Racetrack View Drive. Following successful achievement of the success criteria and completion of mitigation, the site will be managed by the City in accordance with the Crest Canyon Natural Resource Management Plan (NRMP). These protections are provided in lieu of conservation easement and non-wasting endowment measures that are typically required for compensatory mitigation projects. These measures provide adequate long-term site protection that ensure resource functions and services are preserved, in perpetuity.

## 10.1 Multiple Species Conservation Program: City of San Diego Subarea Plan

Upon successful completion of the mitigation program at the site, the restoration areas will be managed in accordance with the City MSCP Subarea Plan Section 1.5 management Framework Plan and Crest Canyon NRMP (to be completed by the end of June 2020). Management includes actions such as non-native plant species control and removal, litter and trash removal, management of site access barriers, and patrols to enforce, prevent, and remove unwarranted intrusions. Monitoring is a required component of the MSCP Implementing Agreement intended to document protection of covered species and habitats. Monitoring occurs annually for select covered species and every 3 years for select habitats. Commitments made by the City of San Diego for long-term monitoring within the MHPA are discussed in greater detail below.

### **Site Protection**

The City is obligated to provide reliable long-term management and site protection for the site for purposes of native habitat and species conservation in accordance with the City MSCP's MHPA requirements. City MHPA resources are provided both interim and permanent protection under the MCSP guidelines. The City has established protections for lands within the MHPA, in conformance with the MSCP Implementing Agreement, through Section 143.0101 of the City's Municipal Code, Environmentally Sensitive Land Regulations (City of San Diego 2018b). This Section of the City's Municipal Code incorporates Sections 1.4.1 and 1.4.2 of the MSCP Subarea Plan that restricts uses within the MHPA in a similar fashion as a conservation easement or deed restriction. In addition, Section 1.4.3 of the MSCP Subarea Plan restricts land uses adjacent to the MHPA, and precludes establishment of potential adverse drainage conditions, direct lighting, noise, and invasive species, among other things. These restrictions in particular, provide greater site protection and ensure a higher degree of long-term sustainability than typical conservation easements and/or deed restrictions.

### **Monitoring Patrols**

The City will direct and/or conduct all long-term monitoring efforts and coordinate remedial actions. Monitors will visit the site periodically to assess site conditions and evaluate the need for management actions. Site conditions that would trigger management actions include excessive erosion, vandalism, trespassing, trash, and presence of invasive species. Remedial or other management actions will be consistent with MSCP and MHPA guidelines.

## **Non-Native Plant Species Control and Removal**

Non-native plant species known to be invasive in the region, including but not limited to tamarisk, pampas grass, and castor bean, will be removed. Removals will be prioritized based on species biology, including time of flowering and reproductive capacity. Non-native plant removals will avoid impacts to sensitive species and native habitats. Control may include hand pulling, cutting, mechanical removal, or herbicide application. Any herbicide application will be conducted following the manufacturer's recommendations, and applied in a manner compatible with applicable federal, state, and local regulations, consistent with MSCP management guidelines and consistent with the Citywide Integrated Pest Management Plan (City of San Diego In Prep). Biomass of non-native species will be removed from the site and disposed of at an appropriate waste facility. Care will be taken to avoid spreading root, shoot, or seed material around the site or in the stream channel, which may provide opportunity for dissemination or additional colonization. Treatment and/or removal of non-native vegetation will be evaluated for absence/presence prior to engaging the control methods, particularly during the nesting/breeding season (February 1 through September 15). Post-treatment monitoring of removal locations will identify the need for follow-up treatment actions. All federal, state, and local regulations and best management practices for working in wildland settings will be followed.

## **Litter and Trash Removal**

Trash and litter will be removed on a regular basis, and fines or other penalties will be imposed for dumping. If repeated dumping is observed, the site will be evaluated for additional barrier placement. No permanent storage of any materials will be allowed. Signage will be posted around the site to discourage littering.

## **Access Control**

No public access to the site will be allowed, with the exception of the recreational trails managed by the City's Department of Parks and Recreation. The City will enforce, prevent, and remove illegal intrusions on an annual basis and in response to any complaints. Barriers will be maintained and signage installed where necessary to increase site security. If intrusions are occurring, the City will evaluate the nature of the action and develop appropriate remedial measures to reduce the impact.

## **Other Potential Environmental Stressors**

Other stressors that may potentially affect the site could include fire, flood, and excessive erosion. Should any other potential stressors significantly affect the site, the City will analyze the cause and formulate remedial management actions intended to support the natural ecological function of the site. Depending on the nature of the stressor, consultation with additional regulatory agencies and/or specialists may be required. All federal, state, and local regulatory guidance will be followed during implementation of any remedial actions.

## **Biological Monitoring**

The City will conduct biological monitoring according to the *Biological Monitoring Plan for the Multiple Species Conservation Program* (Ogden 1996). The City has implemented biological monitoring and preserve management in accordance with this document and will initiate monitoring at the site upon project completion. More recently, the City developed a plan for regional scale management under the *Management Strategic Plan for Conserved Lands in Western San Diego County* (SANDAG 2017). Both documents will guide monitoring and management during long-term management of the site while maintaining conformance with the MSCP Implementing Agreement.

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