

# City of San Diego

**CONTRACTOR'S NAME:** Habitat Restoration Sciences, Inc. (HRS)

**ADDRESS:** 1217 Distribution Way Vista, CA 92081

**TELEPHONE NO.:** (760) 479-4210 **FAX NO.:** (760) 479-4190

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@san Diego.gov](mailto:BFriedenreic@san Diego.gov)

Phone No. (619) 533-3104

J. Adam / F. Montemayor / N. Donovan

## CONTRACT DOCUMENTS FOR



## SOLE-SOURCE SERVICES FOR LONG-TERM MAINTENANCE AND MONITORING FOR TORREY PINES GOLF COURSE

PROJECT NO.: K-23-2138-SLS-1

SAP NO. (WBS/IO/CC): B-17152

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: CA, EA

**ENGINEER OF WORK**

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

*Brian Vitelle*

10/7/2022

Seal

For City Engineer

Date



## TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. General.....	4
2. Agreement.....	12
3. Performance Bond and Labor and Materialmen's Bond.....	15
4. Equal Opportunity Contracting Program (EOCP).....	17
5. Exhibit A - Scope of Work.....	27
6. Exhibit B - Drug - Free Workplace Certification.....	34
7. Exhibit C - ADA Compliance Certification.....	36
8. Exhibit D - Contractors Standards - Pledge of Compliance.....	38
9. Exhibit E - Equal Benefits Ordinance Certification.....	40
10. Exhibit F - Product Endorsement.....	42
11. Exhibit G - Affidavit of Disposal.....	44
12. Exhibit H - Non-Collusion Affidavit.....	46
13. Exhibit I - Covid-19 Vaccination Ordinance - Certification of Compliance.....	48
14. Exhibit J - Contractors Certification of Pending Actions.....	50
15. Exhibit K - Mandatory Disclosure of Business Interest Forms.....	52
16. Exhibit L - Forms.....	54
17. Exhibit M - Supplementary Special Provisions (SSP).....	59
18. Exhibit N - Proposal.....	66
19. Exhibit O - Design Plans for Torrey Pines Golf Course Storm Drain Repair.....	75
20. Exhibit P - Advanced Metering Infrastructure (AMI) Device Protection.....	91
21. Exhibit Q - Mitigated Negative Declaration.....	98
22. Exhibit R - Notice of Determination.....	148
23. Exhibit S - Coastal Development Permit.....	153
24. Exhibit T - Upland Habitat Restoration Plan.....	171
25. Exhibit U - Location Map.....	194

## 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 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 the city biologist approval of the 120-day Plant Establishment Period for the Torrey Pines Golf Course Storm Drain Repair project. The scope of work shall comply with the Draft Upland Habitat Restoration Plan (HRP) prepared by Alden Environmental dated 1/26/22, the project Construction Drawings dated 6/13/22, and Section I of the Final Habitat Mitigation and Monitoring Plan in the Coastal Development Permit.
- 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 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 "Equal Opportunity Contracting Program (EOC) provided in this contract document; and Exhibit L - Forms.

4. **CONTRACT TIME:** The Work shall be completed within **1825 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.

5. **CONTRACT PRICE:** The Engineer's Estimate of the project's cost is **\$117,300.00**. 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/OPRI/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>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <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 <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 <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) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*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 Purchasing & Contracting Department, Public Works Division, 1200 3rd Ave., Suite 200, MS 56P, 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," 5-4.2.1, "GENERAL LIABILITY INSURANCE," and 5-4.2.3 "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. (HRS)**

---

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. (HRS)**, herein called "Contractor" for the purpose of designing (when required) and constructing the project **Sole-Source Services for Long-Term Maintenance and Monitoring for Torrey Pines Golf Course**, Bid No. **K-23-2138-SLS-1**, in the amount of **\$117,300.00** 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 2021 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2021 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 Equal Opportunity Contracting Program (EOCP) provided in this contract document.
- 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 **1825 Calendar Days** stated in Item 4 of Section 1, General 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 7, "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 594 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By *Stephen Samara*

Mara W. Elliott, City Attorney  
By *[Signature]*

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Dept.

Print Name: *ADAM WANDER*  
Deputy City Attorney

Date: 12/19/2022

Date: *12/19/22*

**CONTRACTOR**

DocuSigned by:  
By *Kyle Matthews*  
91123EFC070F4C9...

Print Name: Kyle Matthews

Title: Vice President

Date: October 31, 2022

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.**

**Harco National Insurance Company**

, a corporation, as principal, and  
, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED DOLLARS (\$117,300)**, for the faithful  
performance of the annexed contract, and in the sum of **ONE HUNDRED SEVENTEEN THOUSAND  
THREE HUNDRED DOLLARS (\$117,300)**, 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 the Principal in completing the improvements and work specified  
in the Agreement in the event the City terminates the Principal for default. .

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara

Mara W. Elliott, City Attorney  
By: [Signature]

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Dept.

Print Name: ADAM WANDER  
Deputy City Attorney

Date: 12/19/2022

Date: 12/19/22

CONTRACTOR

Habitat Restoration Sciences, Inc.

SURETY

Harco National Insurance Company

By: [Signature]

By: [Signature]  
Attorney-In-Fact

Print Name: Robert Matthews

Print Name: Tara Bacon

Date: 11/1/22

Date: October 31, 2022

2400 East Katella Ave., Suite 250, Anaheim, CA 92806

Local Address of Surety

877-395-7887

Local Phone Number of Surety

Premium: \*\$2,095.00 \*Subject to change based  
Premium on final contract price

0820279

Bond Number



# 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.

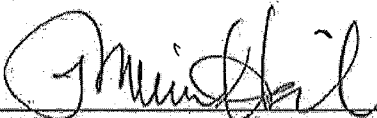
State of California  
County of San Diego

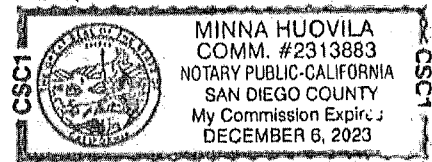
On October 31, 2022 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

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**

Bond # 0820279

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

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, NATASSIA SMITH, 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, 2021



STATE OF NEW JERSEY  
County of Essex

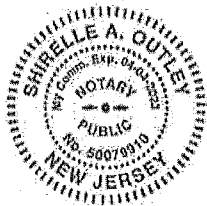
Kenneth Chapman

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

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, 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, October 31, 2022

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 November 1st, 2022 before me, Jocelyne Molano, 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)



## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

#### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
  - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

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

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

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

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

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive



steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
  - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

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. 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.

**EXHIBIT A**

**SCOPE OF WORK**

## SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Habitat Restoration Areas A1 and A2) is shown on Specifications and Drawings numbered **41494-1-D** through **41494-15-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
  
- II. **Description of Work.** The Contractor shall maintain and monitor the Habitat Restoration Areas during the Monitoring Program in accordance with this Contract. The Habitat Restoration Areas 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 weed control (herbicide application, manual removal, etc.), minor trash/debris removal, minor repairs to erosion control BMPs, and manual watering of native container plant basins, and all other maintenance listed in this Contract and as required to maintain the Revegetation Areas in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Habitat Restoration Areas according to the schedule and methods specified in the Habitat Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Schedule of Work.**

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 25 months or longer if success criteria has not been achieved.

- 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 7:00 a.m. and 5:00 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) 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.
  - b) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.



Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons, and weather conditions.

4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/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 LTMMA, 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 LTMMA, 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 revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. 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. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
  - a) iron chelate;
  - b) soil sulfur;
  - c) gypsum; or
  - d) surfactant enzymes such as Sarvon or Naiad.

4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- D. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

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

- E. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify 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.

- F. Plant Replacement.** Except as provided in **Section G** 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 Revegetation 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.

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

**H. 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.

**I. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.

**EXHIBIT B**

**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 C**

**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 D**

**CONTRACTOR 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 E**

**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 F**

**PRODUCT ENDORSEMENT**

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**EXHIBIT G**

**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:

**Sole-Source Services for Long-Term Maintenance and Monitoring for Torrey Pines Golf Course**  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2138-SLS-1**; SAP No. (WBS) **B-17152**; 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 H**

**NON-COLLUSION AFFIDAVIT**

**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 I**

**COVID-19 VACCINATION ORDINANCE**

**CERTIFICATION OF COMPLIANCE**

## CONTRACTOR CERTIFICATION

---

### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

**EXHIBIT J**

**CONTRACTORS 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.

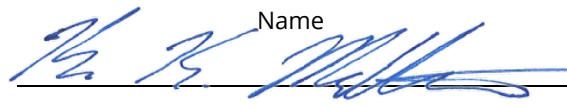
CHECK ONE BOX ONLY.

- 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
1/10/17	Vista	Disability discrimination	N	Closed	Investigation and training
7/27/18	Vista	Age discrimination, gender discrimination and retaliation	Y	Settled	Settlement payment and training

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Robert Kyle Matthews Title Vice President


  
 Name \_\_\_\_\_ Date 10/28/2022
  
 Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT K**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Habitat Restoration Sciences, Inc.			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1217 Distribution Way, Vista		CA	92081
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Kyle Matthews, Vice President		760-479-4210	760-479-4190

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

<b>Name</b>	<b>Title/Position</b>
Kyle Matthews	Vice President, Senior Project Manager
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Vista, CA	
<b>Interest in the transaction</b>	
**Corporate officer, submits bids and proposals, directs staff *0% ownership, all items are N/A	

<b>Name</b>	<b>Title/Position</b>
Kevin DiSabatino	President, Construction Project Manager
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Vista, CA	
<b>Interest in the transaction</b>	
**Corporate officer, submits bids and proposals, directs staff *0% ownership, all items are N/A	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Robert Kyle Matthews,		10/28/2022
Vice President	Signature	Date
Print Name, Title		

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**



# EXHIBIT L

## 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> Address: <u>605 Third Street</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>760-942-5147</u> Email: <u>hello@dudek.com</u>	Consultant	1000007200	N/A	Biological monitoring	\$35,000.00	OBE	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ 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	CADGS	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 <b>(MUST BE FILLED OUT)</b>	SUPPLIER <b>(Yes/No)</b>	MANUFACTURER <b>(Yes/No)</b>	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</u> Address: <u>5805 Kearny Villa Rd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-560-6611</u> Email: <u>siteoneusa@billtrust.com</u>	irrigation and herbicide materials	approx \$3,000 (total TBD)	Yes	No	N/A	N/A
Name: <u>Moosa Creek Nursery</u> Address: <u>27201 Cool Water Ranch Rd</u> City: <u>Valley Center</u> State: <u>CA</u> Zip: <u>92082</u> Phone: <u>760-749-3216</u> Email: <u>nursery@moosacreek.com</u>	native plants	approx \$2,000 (total TBD)	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 | CADGS | 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</i> and <i>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
Robert Kyle Matthews	Vice President
Cindy Thompson	Secretary

**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:

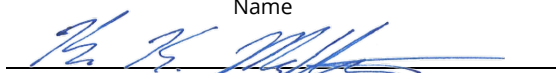
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have 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 Robert Kyle Matthews Title Vice President

Name  
  
 Signature

Date 10/28/2022

**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 Robert Kyle Matthews Title Vice President  
 Signature  Date 10/28/2022  
Name  
Signature

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

**EXHIBIT M**

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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.

---

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

**Normal Working Hours** – Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as 8:30 AM - 3:30 PM. Work outside of these normal working hours may be allowed with prior City authorization.

### **SECTION 2 - SCOPE OF THE WORK**

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
  - a) California Coastal Commission, Coastal Development Permit (see Exhibit S).

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

- 3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Upland Habitat Restoration Plan (see Exhibit T).

### **SECTION 4 - CONTROL OF MATERIALS**

- 4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to**

**Award** and on the City's Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

## **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 and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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.

**5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

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

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 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.

**5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

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

**ADD:**

**6-6.1.1**            **Environmental Document.**

- 1.        The City of San Diego has prepared a **Mitigated Negative Declaration** and a **Notice of Determination** for the **Sole-Source Services for Long-Term Maintenance and Monitoring for Torrey Pines Golf Course**, Project No. **B-17152**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Mitigated Negative Declaration** and **Notice of Determination** as set forth in **Exhibits Q and R**.
  
- 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 "WHITEBOOK", ADD the following:

- a.        The Allowance Bid item for **"Remedial Measures/Adaptive Management Allowance (HRS) (EOC Type II)"** shall include, and not be limited to, remedial measures/adaptive management that may be required during the 5-year maintenance period to achieve final success criteria. Corrective measures may include planting and seeding, additional weed control, increased watering regime, installation of erosion control BMPs, or other tasks as requested by the Dudek restoration biologist or City.

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

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

- 8.        Based on preliminary assessment by the City, this contract is subject to a **WPCP** in the event that minimum uniform coverage is not established prior to NTP. Implementation and maintenance of all construction BMP's is required until Habitat Restoration Areas achieve a minimum of 70% uniform coverage.

**EXHIBIT N**

**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 06-30-2024

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:**

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 Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 1st DAY OF November, 2022

Notary Public in and for the County of San Diego, State of California

(NOTARIAL SEAL)





July 25, 2022

2022-88

Julie Adam  
City of San Diego Engineering & Capital Projects  
525 B St., Suite 750  
MS# 908A  
San Diego, CA 92101

**Subject:** *Proposal for Five-Year Monitoring and Maintenance at the Torrey Pines Golf Course Storm Drain Repair Project*

Dear Ms. Adam,

HRS is pleased to submit this proposal for the Five-Year Monitoring and Maintenance Period for the Torrey Pines Golf Course Storm Drain Repair Project (project) in the City of San Diego (City), California. The project area consists of two mitigation areas which total 0.16 acres and are located adjacent West of the 13<sup>th</sup> Hole of the North Course.

This proposal is based upon the Draft Upland Habitat Restoration Plan (HRP) prepared by Alden Environmental dated 1/26/22, the project Construction Drawings dated 5/18/22, and Section (c) of the Final Habitat Mitigation and Monitoring Plan in the Coastal Development Permit. For the purpose of contract administration, if the City chooses to award the contract to HRS, HRS will be the Prime Contractor and Dudek will be a Subcontractor to HRS. The scope of work and cost estimate are provided below.

## 1 Scope of Work

### Task 1: 5-Year Monitoring (Dudek)

A Dudek restoration biologist will conduct ongoing restoration monitoring monthly during the first year, after the 120-day plant establishment period is complete, every other month during years 2 and 3, and quarterly during years 4 and 5 (32 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 HRS. Dudek will conduct an annual monitoring by visual assessment in years 1 and 2, then by conducting point-intercept transects in years 3, 4, and 5, in accordance with the restoration plan. Dudek will also produce five annual reports, which will be prepared and submitted within 3 months of the annual monitoring visit, as required by the restoration plan, and which will document compliance with the success criteria included in the restoration plan.

HRS understands that the number of monitoring visits indicated in HMP has been approved by the California Coastal Commission but may be subject to change based on site progress performance. HRS will only invoice the City for the number of visits performed.

2022-88



### Task 2: 5-Year Maintenance (HRS)

HRS will perform monthly general maintenance visits during the 5-Year Maintenance period (60 total visits). General maintenance tasks will include weed control (herbicide application, manual removal, etc.), minor trash/debris removal, minor repairs to erosion control BMPs, and manual watering of native container plant basins. HRS's maintenance efforts will be aligned to achieve the Performance Standards as indicated in the Habitat Restoration Plan.

HRS understands that the number of maintenance visits indicated in HMP has been approved by the California Coastal Commission but may be subject to change based on site progress performance. HRS will only invoice the City for the number of visits performed.

### Task 3: Remedial Measures/Adaptive Management (Allowance) (HRS)

HRS has included an allowance of \$15,000 for remedial measures/adaptive management that may be required during the 5-year maintenance period to achieve final success criteria. Corrective measures may include planting and seeding, additional weed control, increased watering regime, installation of erosion control BMPs, or other tasks as requested by the Dudek 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.

### Task 4: Performance/Construction Bond (HRS)

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.

## 2 Summary and Cost Estimate

TASK NO.	DESCRIPTION	PRICE
1	5-Year Monitoring (Dudek) - based on 32 visits at \$940 per visit and 5 Annual Reports at \$1,000 per report	\$35,000.00
2	5-Year Maintenance (HRS) - based on 60 visits at \$1,000 per visit and \$5,000 total in reimbursable costs	\$65,000.00
3	Remedial Measures/Adaptive Management Allowance (HRS)	\$15,000.00
4	Performance/Construction Bond (HRS)	\$2,300.00
	<b>TOTAL</b>	<b>\$117,300.00</b>

Ms. Julie Adam

Subject: *Proposal for Five-Year Monitoring and Maintenance at the Torrey Pines Golf Course Storm Drain Repair Project*

---

All fees will be billed on a fixed fee and invoiced based on percent complete, up to and not to exceed total for this phase of the work of **\$117,300.00**. This total for this phase of the work would not be exceeded without client approval.

**Assumptions:** HRS assumes State DIR maintenance prevailing wages apply. HRS assumes no additional work will be required beyond the Year 5 maintenance listed or in other areas outside the 0.16-acre mitigation areas. HRS assumes that all water for irrigation will be provided by the City.

**Exclusions:** This proposal does not include permit fees, water costs, water meter fees, traffic control, hazardous materials removal, coring, boring, or breaking. HRS excludes cost of development of SWPPP plan and any QSD/QSP services. This proposal does not include grading, soil import/export, soil amendments, or any additional erosion control BMPs.

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 me via email at [kmatthews@hrs.dudek.com](mailto:kmatthews@hrs.dudek.com) or my cell phone at (760) 310-4512.

Sincerely,



Robert Kyle Matthews, Vice President  
License A & C-27 #842661

**PROPOSAL**

The contractor agrees to the construction of **Sole-Source Services for Long-Term Maintenance and Monitoring for Torrey Pines Golf Course**, 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	541330	802-4	5-Year Monitoring (Dudek) – based on 32 visits at \$940 per visit and 5 Annual Reports at \$1,000 per report.		\$35,000.00
2.	1	LS	541330	802-4	5-Year Maintenance (HRS) – based on 60 visits at \$1,000 per visit and \$5,000 total in reimbursable costs.		\$65,000.00
3.	1	AL		7-3.1	Remedial Measures/Adaptive Management Allowance (HRS) (EOC Type II)	\$15,000.00	\$15,000.00
4.	1	LS	524126	1-7.2.1	Performance/Construction Bond (HRS)		\$2,300.00
<b>TOTAL BASE PRICE:</b>							\$117,300.00

TOTAL BASE PRICE (Items 1 through 4 inclusive) amount written in words:

one hundred seventeen thousand three hundred dollars and no cents

---

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

Kevin DiSabatino - President

---

Robert Kyle Matthews - Vice President

---

Cindy Thompson - Secretary

---

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: Habitat Restoration Sciences, Inc. - Robert Kyle Matthews

Title: Vice President

Business Address: 1217 Distribution Way, Vista, CA 92081

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 O**

**DESIGN PLANS FOR TORREY PINES GOLF COURSE STORM DRAIN REPAIR**

# TORREY PINES GOLF COURSE STORM DRAIN REPAIR

## CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBERS.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW. CONTRACTOR SHALL POTHOLE EXISTING UTILITY CROSSING TO VERIFY LOCATION.

## CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 0.42  
HYDROLOGIC UNIT/ WATERSHED: LOS PENASQUITOS / LA JOLLA  
HYDROLOGIC SUBAREA & NO.: SCRIPPS 906.30
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE  
 WPCP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 SWPPP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO  
TRADITIONAL: RISK LEVEL  1  2  3  
LUP: RISK TYPE  1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

## ABBREVIATIONS

ABAND	ABANDON	MTD	MULTIPLE TELEPHONE DUCT
ABAND'D	ABANDONED	NO.	NUMBER
BTWN	BETWEEN	OVHD	OVER HEAD
CATV	CABLE TV	PROP	PROPOSED
CI	CAST IRON	RCP	REINFORCED CONCRETE PIPE
CL	CENTER LINE	SCO	SEWER CLEANOUT
COND	CONDUIT	S	SURVEY LINE
CONT	CONTINUED	SD	STORM DRAIN
CONTR	CONTRACTOR	SD&GE	SAN DIEGO GAS AND ELECTRIC
CY	CUBIC YARD	SDTI	SAN DIEGO TROLLEY INC.
DB	DIRECT BURIED	STA	STATION
EB	ENCASED BURIED	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
EL, ELEV	ELEVATION	SWR	SEWER
ELEC	ELECTRIC	TEL	TELEPHONE
EX, EXIST	EXISTING	TYP.	TYPICAL
FH	FIRE HYDRANT	UNK	UNKNOWN
FS	FIRE SERVICE	WM	WATER METER
FT	FEET	WPCP	WATER POLLUTION CONTROL PLAN
HP	HIGH PRESSURE	WTR	WATER
IE	INVERT ELEVATION		
KV	KILOVOLT		
MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM		

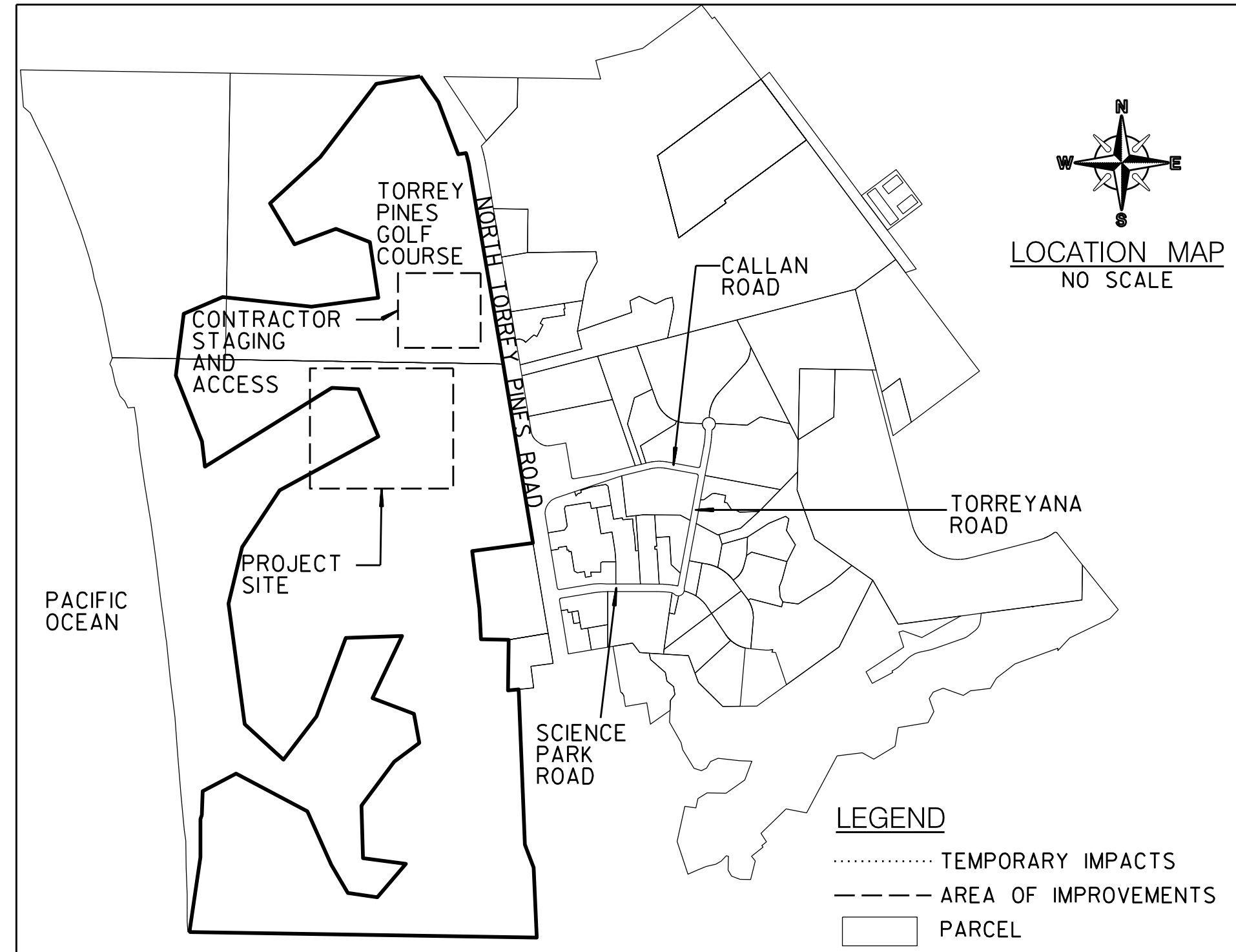
## SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	PIPE		LENGTH (FT)
			SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET			
2	G-2	KEY MAP			
3	G-3	ENVIRONMENTAL/MITIGATION REQUIREMENTS			
4	C-1	EXISTING CONDITIONS			
5	C-2	SURVEY MONUMENTATION SHEET			
6	C-3	EXCAVATION/DEMOLITION PLAN			
7	C-4	STORM DRAIN PLAN AND PROFILE, FINAL GRADING	42	RCP	335.37
8	C-5	POLLUTION PREVENTION PLAN - 1			
9	C-6	POLLUTION PREVENTION PLAN - 2			
10	C-7	ENERGY DISSIPATOR DETAILS			
11	C-8	ADDITIONAL CONTROL POINT TABLES			
12	L-1	IRRIGATION DEMOLITION PLAN AND GENERAL IRRIGATION NOTES			
13	L-2	IRRIGATION LEGEND AND PLAN			
14	L-3	REVEGETATION PLANTING NOTES			
15	L-4	REVEGETATION PLANTING LEGEND & PLAN			
TOTAL SD					335.37

• WITH WATER TIGHT JOINTS

## DISCIPLINE CODE

G GENERAL  
C CIVIL  
L LANDSCAPE



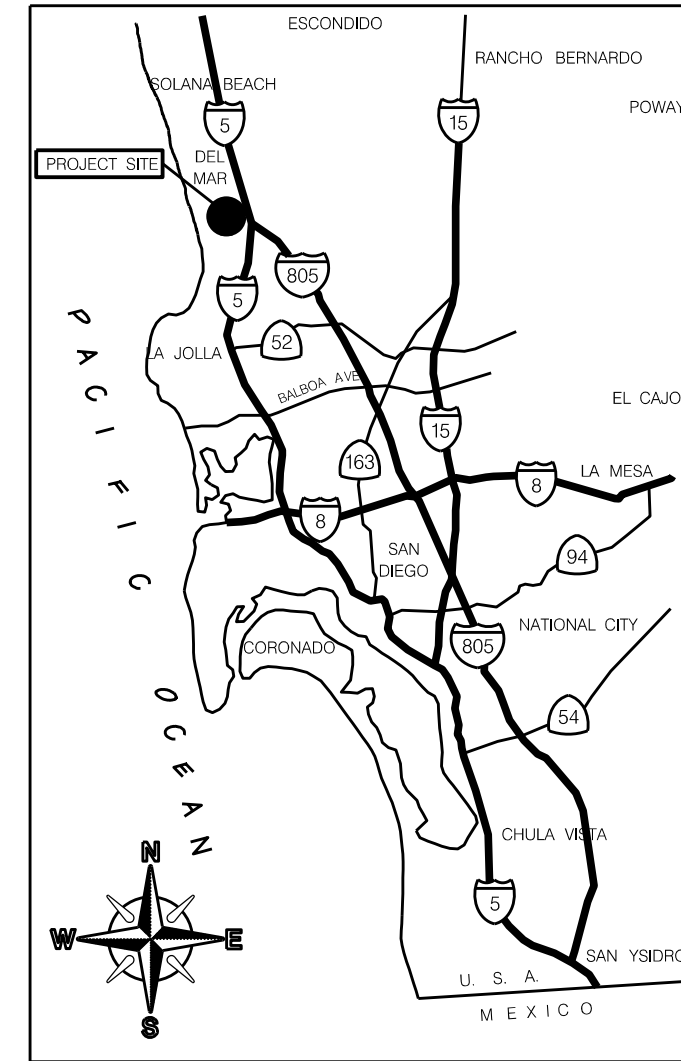
## DECLARATION OF RESPONSIBLE CHARGE

\* I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

*JAB*  
JASON ADAM BROWN 2/21/2022  
CA RCE# C86395 EXP. 03/31/2023

## WORK TO BE DONE

THE PROJECT WILL: ABANDON THE EXISTING 18" STORM DRAIN PIPE, REPLACE THE EXISTING CLEANOUT, AND CONSTRUCT A NEW 42" STORM DRAIN LINE AND CLEANOUTS WITH HEADWALL AND ENERGY DISSIPATOR AT THE NEW OUTFALL AREA.



VICINITY MAP  
NOT TO SCALE

## FIELD DATA

BENCHMARK: \*SWBP NORTH TORREY PINES RD AND SCRIPPS CLINIC (PT\*103)  
ELEV.= 441.098 MSL, BASED ON NGVD 29 FEET  
AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK  
BASIS OF BEARINGS / COORDINATES:  
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S 14492, NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST 2017 AND CONSTRAINING TO GPS 618, AND CHECKING GPS 584, I.E. N II 04'32" W.

## REFERENCE:

CITY OF SAN DIEGO PRELIMINARY SURVEY FIELD NOTES;  
SUBDIVISION MAP: MM 36  
RECORD OF SURVEY: 7528  
CITY DRAWING: 6506-L  
ADJACENT JOB: WATER GRP 939, SITE 2, HARRIS, 04/16/2015, 272-1695 TORREY PINES, BURKETT & WONG, 12/28/2012. JOB #2323020P

## LEGAL DESCRIPTION

MM 0036 PUEBLO LANDS LOT 1331\* 252.74AC M/L IN LOTS 1325, 1326 & 1330 & IN

## LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
CONTOUR		
STORM DRAIN	D-61, SDD-I10	
TYPE 'A' C.O.	D-09, SDD-I14	
ABANDON EX. STORM DRAIN	PER PLAN	
CONCRETE ENERGY DISSIPATOR	SDD-I05 MODIFIED	
RIP-RAP ENERGY DISSIPATOR	SDD-I04 MODIFIED	
CUTOFF WALL	SDS-I15	
CONCRETE CART PATH		
EXISTING STRUCTURES		
EX DRAINS		
EX GROUND LINE (PROFILE)		
EX WATER MAIN & VALVES		
IRRIGATION LINE		
ELEC. COND., TEL. COND., CATV		
EX SEWER MAIN AND MANHOLES		
EX FENCE		
EX CONTOURS		
EX CART PATH		

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP AND TRAFFIC CONTROL SHEETS.

## EARTHWORK

EXCAVATION = 3,000 CY  
MAX DEPTH = 15 FT

## PREVIOUS DEVELOPMENT PERMITS

SITE DEVELOPMENT PERMIT NO. 1300563  
TORREY PINES NORTH GOLF COURSE  
RENOVATION PROJECT - OCTOBER 2014

## CONSULTANT

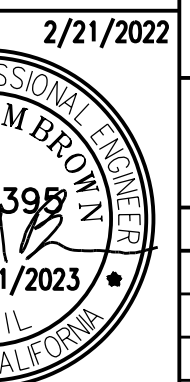


550 WEST C STREET, SUITE 1200, SAN DIEGO, CA 92101

## AS-BUILT INFORMATION

MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC. NO.



CONTRACTOR INSPECTOR

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
SHEET 1 OF 15 SHEETS

G-1

WBS: B-17152

APPROVED: *Brian Vitella* 04/13/22  
FOR CITY ENGINEER DATE  
BRIAN VITELLA C72039  
PRINT DCE NAME RECEIVED

DESCRIPTION BY APPROVED DATE FILMED

ORIGINAL JAB/JM *Brian Vitella* 04/13/22 SEE EACH SHEET  
KH/JP *Brian Vitella* 05/18/22 CCS27 COORDINATE

SEE EACH SHEET  
CCS83 COORDINATE

DATE STARTED DATE COMPLETED

41494-01-D

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
	05/18/22	POINTS ADDED C-3, C-4; ALIGNMENT SLIGHTLY ADJUSTED C-4; NEW SHEET ADDED G-8.	
	05/26/22	MINOR GRADING/RIP RAP ADJUSTMENTS C-4.	
	06/13/22	MANHOLE STATIONING UPDATE C-4	

## WARNING

0 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

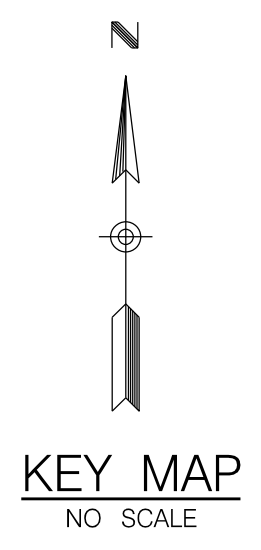


Parks and Recreation

TORREY PINES GOLF COURSE STORM DRAIN REPAIR

G-2

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
KEY MAP



STATE OF CALIFORNIA  
APN #3100100500  
PARCEL ID 725028

CITY OF SAN DIEGO  
APN #3100100700  
PARCEL ID 16893

CITY OF SAN DIEGO  
APN #3100100600  
PARCEL ID 725029

STATE OF CALIFORNIA  
APN #3400110600  
PARCEL ID 725003

TORREY PINES PARK  
CITY# 18172(95)IN LOTS  
1330&1331 MM 36

CONTRACTOR STAGING AREA

WORK AREA

- C-1
- C-3
- C-4
- C-5

NORTH TORREY PINES ROAD

CALLAN ROAD

TORREYANA ROAD

SCIENCE PARK ROAD

PACIFIC OCEAN

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 2 OF 15 SHEETS		WBS B-17152
APPROVED FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE 04/13/2022 C73039 RCE#	SUBMITTED BY JULIE ADAM PROJECT MANAGER
DESCRIPTION ORIGINAL	BY JAB/JM	CHECKED BY JOHNNY NGUYEN PROJECT ENGINEER
APPROVED [Signature]	DATE 04/13/22	FILED
NTP DATE		41494-02-D
INSPECTOR		NOC DATE



**GENERAL REQUIREMENTS**

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. THE PERMIT HOLDER/OWNER IS RESPONSIBLE TO ARRANGE AND PERFORM THIS MEETING BY CONTACTING THE CITY RESIDENT ENGINEER (RE) OF THE FIELD ENGINEERING DIVISION AND CITY STAFF FROM MITIGATION MONITORING COORDINATION (MMC). ATTENDEES MUST ALSO INCLUDE THE PERMIT HOLDER'S REPRESENTATIVE(S), JOB SITE SUPERINTENDENT AND THE FOLLOWING CONSULTANTS: QUALIFIED ARCHAEOLOGIST AND NATIVE AMERICAN MONITOR.  
NOTE: FAILURE OF ALL RESPONSIBLE PERMIT HOLDER'S REPRESENTATIVES AND CONSULTANTS TO ATTEND SHALL REQUIRE AN ADDITIONAL MEETING WITH ALL PARTIES PRESENT. CONTACT INFORMATION:  
A) THE PRIMARY POINT OF CONTACT IS THE RE AT THE FIELD ENGINEERING DIVISION - 858-627-3200  
B) FOR CLARIFICATION OF ENVIRONMENTAL REQUIREMENTS, IT IS ALSO REQUIRED TO CALL RE AND MMC AT 858-627-3360
2. MMRP COMPLIANCE NOTE: PERMIT HOLDER'S REPRESENTATIVES MUST ALERT RE AND MMC IF THERE ARE ANY DISCREPANCIES IN THE PLANS OR NOTES, OR ANY CHANGES DUE TO FIELD CONDITIONS. ALL CONFLICTS MUST BE APPROVED BY RE AND MMC BEFORE THE WORK IS PERFORMED.
3. OTHER AGENCY REQUIREMENTS: EVIDENCE OF COMPLIANCE WITH ALL OTHER AGENCY REQUIREMENTS OR PERMITS SHALL BE SUBMITTED TO THE RE AND MMC FOR REVIEW AND ACCEPTANCE PRIOR TO THE BEGINNING OF WORK OR WITHIN ONE WEEK OF THE PERMIT HOLDER OBTAINING DOCUMENTATION OF THOSE PERMITS OR REQUIREMENTS. EVIDENCE SHALL INCLUDE COPIES OF PERMITS, LETTERS OF RESOLUTION OR OTHER DOCUMENTATION ISSUED BY THE RESPONSIBLE AGENCY: COASTAL DEVELOPMENT PERMIT FROM THE CALIFORNIA COASTAL COMMISSION
4. ALL CONSULTANTS ARE REQUIRED TO SUBMIT, TO RE AND MMC, A MONITORING EXHIBIT ON A 1:1X7 REDUCTION OF THE APPROPRIATE CONSTRUCTION PLAN, SUCH AS SITE PLAN, GRADING, LANDSCAPE, ETC., MARKED TO CLEARLY SHOW THE SPECIFIC AREAS INCLUDING THE LIMIT OF WORK, SCOPE OF THAT DISCIPLINE'S WORK, AND NOTES INDICATING WHEN IN THE CONSTRUCTION SCHEDULE THAT WORK WILL BE PERFORMED. WHEN NECESSARY FOR CLARIFICATION, A DETAILED METHODOLOGY OF HOW THE WORK WILL BE PERFORMED SHALL BE INCLUDED.  
NOTE: SURETY AND COST RECOVERY - WHEN DEEMED NECESSARY BY THE DEVELOPMENT SERVICES DIRECTOR OR CITY MANAGER, ADDITIONAL SURETY INSTRUMENTS OR BONDS FROM THE PRIVATE PERMIT HOLDER MAY BE REQUIRED TO ENSURE THE LONG TERM PERFORMANCE OR IMPLEMENTATION OF REQUIRED MITIGATION MEASURES OR PROGRAMS. THE CITY IS AUTHORIZED TO RECOVER ITS COST TO OFFSET THE SALARY, OVERHEAD, AND EXPENSES FOR CITY PERSONNEL AND PROGRAMS TO MONITOR QUALIFYING PROJECTS.
5. OTHER SUBMITTALS AND INSPECTIONS: THE PERMIT HOLDER/OWNER'S REPRESENTATIVE SHALL SUBMIT ALL REQUIRED DOCUMENTATION, VERIFICATION LETTERS, AND REQUESTS FOR ALL ASSOCIATED INSPECTIONS TO THE RE AND MMC FOR APPROVAL PER THE FOLLOWING SCHEDULE:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST		
ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION/APPROVALS/NOTES
GENERAL	CONSULTANT QUALIFICATION LETTERS	PRIOR TO PRECONSTRUCTION MEETING
GENERAL	CONSULTANT CONSTRUCTION MONITORING EXHIBITS	PRIOR TO PRECONSTRUCTION MEETING
CULTURAL RESOURCES	MONITORING REPORT(S)	ARCHAEOLOGICAL/HISTORIC SITE OBSERVATION
BOND RELEASE	REQUEST FOR BOND RELEASE LETTER	FINAL MMRP INSPECTIONS PRIOR TO BOND RELEASE LETTER

**ARCHAEOLOGICAL MONITORING PROGRAM AND TRIBAL CULTURAL RESOURCES MITIGATION**

**DURING CONSTRUCTION**

- A. MONITOR(S) SHALL BE PRESENT DURING GRADING/EXCAVATION/TRENCHING
  1. THE ARCHAEOLOGICAL MONITOR SHALL BE PRESENT FULLTIME DURING ALL SOIL DISTURBING AND GRADING/EXCAVATION/TRENCHING ACTIVITIES WHICH COULD RESULT IN IMPACTS TO ARCHAEOLOGICAL RESOURCES AS IDENTIFIED ON THE AME. THE CM IS RESPONSIBLE FOR NOTIFYING THE RE, PI, AND MMC OF CHANGES TO ANY CONSTRUCTION ACTIVITIES SUCH AS IN THE CASE OF A POTENTIAL SAFETY CONCERN WITHIN THE AREA BEING MONITORED. IN CERTAIN CIRCUMSTANCES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION SAFETY REQUIREMENTS MAY NECESSITATE MODIFICATION OF THE AME.

2. THE NATIVE AMERICAN CONSULTANT/MONITOR SHALL DETERMINE THE EXTENT OF THEIR PRESENCE DURING SOIL DISTURBING AND GRADING/EXCAVATION/TRENCHING ACTIVITIES BASED ON THE AME AND PROVIDE THAT INFORMATION TO THE PI AND MMC. IF PREHISTORIC RESOURCES ARE ENCOUNTERED DURING THE NATIVE AMERICAN CONSULTANT/MONITOR'S ABSENCE, WORK SHALL STOP AND THE DISCOVERY NOTIFICATION PROCESS DETAILED IN SECTION III.B-C AND IV.A-D SHALL COMMENCE.
  3. THE PI MAY SUBMIT A DETAILED LETTER TO MMC DURING CONSTRUCTION REQUESTING A MODIFICATION TO THE MONITORING PROGRAM WHEN A FIELD CONDITION SUCH AS MODERN DISTURBANCE POST-DATING THE PREVIOUS GRADING/TRENCHING ACTIVITIES, PRESENCE OF FOSSIL FORMATIONS, OR WHEN NATIVE SOILS ARE ENCOUNTERED THAT MAY REDUCE OR INCREASE THE POTENTIAL FOR RESOURCES TO BE PRESENT.
  4. THE ARCHAEOLOGICAL AND NATIVE AMERICAN CONSULTANT/MONITOR SHALL DOCUMENT FIELD ACTIVITY VIA THE CONSULTANT SITE VISIT RECORD (CSV). THE CSV SHALL BE FAXED BY THE CM TO THE RE THE FIRST DAY OF MONITORING, THE LAST DAY OF MONITORING, MONTHLY (NOTIFICATION OF MONITORING COMPLETION), AND IN THE CASE OF ANY DISCOVERIES. THE RE SHALL FORWARD COPIES TO MMC.
- B. DISCOVERY NOTIFICATION PROCESS
    1. IN THE EVENT OF A DISCOVERY, THE ARCHAEOLOGICAL MONITOR SHALL DIRECT THE CONTRACTOR TO TEMPORARILY DIVERT ALL SOIL DISTURBING ACTIVITIES, INCLUDING BUT NOT LIMITED TO DIGGING, TRENCHING, EXCAVATING OR GRADING ACTIVITIES IN THE AREA OF DISCOVERY AND IN THE AREA REASONABLY SUSPECTED TO OVERLAY ADJACENT RESOURCES AND IMMEDIATELY NOTIFY THE RE OR BI, AS APPROPRIATE.
    2. THE MONITOR SHALL IMMEDIATELY NOTIFY THE PI (UNLESS MONITOR IS THE PI) OF THE DISCOVERY.
    3. THE PISHALL IMMEDIATELY NOTIFY MMC BY PHONE OF THE DISCOVERY, AND SHALL ALSO SUBMIT WRITTEN DOCUMENTATION TO MMC WITHIN 24 HOURS BY FAX OR EMAIL WITH PHOTOS OF THE RESOURCE IN CONTEXT, IF POSSIBLE.
    4. NO SOIL SHALL BE EXPORTED OFF-SITE UNTIL A DETERMINATION CAN BE MADE REGARDING THE SIGNIFICANCE OF THE RESOURCE SPECIFICALLY IF NATIVE AMERICAN RESOURCES ARE ENCOUNTERED.
  - C. DETERMINATION OF SIGNIFICANCE
    1. THE PI AND NATIVE AMERICAN CONSULTANT/MONITOR, WHERE NATIVE AMERICAN RESOURCES ARE DISCOVERED SHALL EVALUATE THE SIGNIFICANCE OF THE RESOURCE. IF HUMAN REMAINS ARE INVOLVED, FOLLOW PROTOCOL IN SECTION IV BELOW.
      - A. THE PISHALL IMMEDIATELY NOTIFY MMC BY PHONE TO DISCUSS SIGNIFICANCE DETERMINATION AND SHALL ALSO SUBMIT A LETTER TO MMC INDICATING WHETHER ADDITIONAL MITIGATION IS REQUIRED.
      - B. IF THE RESOURCE IS SIGNIFICANT, THE PISHALL SUBMIT AN ARCHAEOLOGICAL DATA RECOVERY PROGRAM WHICH HAS BEEN REVIEWED BY THE NATIVE AMERICAN CONSULTANT/MONITOR AND OBTAIN WRITTEN APPROVAL FROM MMC. IMPACTS TO SIGNIFICANT RESOURCES MUST BE MITIGATED BEFORE GROUND DISTURBING ACTIVITIES IN THE AREA OF DISCOVERY WILL BE ALLOWED TO RESUME. NOTE: IF A UNIQUE ARCHAEOLOGICAL SITE IS ALSO AN HISTORICAL RESOURCE AS DEFINED IN CEQA, THEN THE LIMITS ON THE AMOUNT(S) THAT A PROJECT APPLICANT MAY BE REQUIRED TO PAY TO COVER MITIGATION COSTS AS INDICATED IN CEQA SECTION 21083.2 SHALL NOT APPLY.
      - C. IF THE RESOURCE IS NOT SIGNIFICANT, THE PISHALL SUBMIT A LETTER TO MMC INDICATING THAT ARTIFACTS WILL BE COLLECTED, CURATED, AND DOCUMENTED IN THE FINAL MONITORING REPORT. THE LETTER SHALL ALSO INDICATE THAT NO FURTHER WORK IS REQUIRED.

**DISCOVERY OF HUMAN REMAINS**

IF HUMAN REMAINS ARE DISCOVERED, WORK SHALL HALT IN THAT AREA AND NO SOIL SHALL BE EXPORTED OFF-SITE UNTIL A DETERMINATION CAN BE MADE REGARDING THE PROVENANCE OF THE HUMAN REMAINS; AND THE FOLLOWING PROCEDURES AS SET FORTH IN CEQA SECTION 15064.5(E), THE CALIFORNIA PUBLIC RESOURCES CODE (SEC. 5097.98) AND STATE HEALTH AND SAFETY CODE (SEC. 7050.5) SHALL BE UNDERTAKEN:

- A. NOTIFICATION
  1. ARCHAEOLOGICAL MONITOR SHALL NOTIFY THE RE OR BIAS APPROPRIATE, MMC, AND THE PI, IF THE MONITOR IS NOT QUALIFIED AS A PI. MMC WILL NOTIFY THE APPROPRIATE SENIOR PLANNER IN THE ENVIRONMENTAL ANALYSIS SECTION (EAS) OF THE DEVELOPMENT SERVICES DEPARTMENT TO ASSIST WITH THE DISCOVERY NOTIFICATION PROCESS.

2. THE PISHALL NOTIFY THE MEDICAL EXAMINER AFTER CONSULTATION WITH THE RE, EITHER IN PERSON OR VIA TELEPHONE.
- B. ISOLATE DISCOVERY SITE
    1. WORK SHALL BE DIRECTED AWAY FROM THE LOCATION OF THE DISCOVERY AND ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLAY ADJACENT HUMAN REMAINS UNTIL A DETERMINATION CAN BE MADE BY THE MEDICAL EXAMINER IN CONSULTATION WITH THE PI CONCERNING THE PROVENANCE OF THE REMAINS. THE MEDICAL EXAMINER, IN CONSULTATION WITH THE PI, WILL DETERMINE THE NEED FOR A FIELD EXAMINATION TO DETERMINE THE PROVENANCE.
    2. IF A FIELD EXAMINATION IS NOT WARRANTED, THE MEDICAL EXAMINER WILL DETERMINE WITH INPUT FROM THE PI, IF THE REMAINS ARE OR ARE MOST LIKELY TO BE OF NATIVE AMERICAN ORIGIN.
  - C. IF HUMAN REMAINS ARE DETERMINED TO BE NATIVE AMERICAN
    1. THE MEDICAL EXAMINER WILL NOTIFY THE NATIVE AMERICAN HERITAGE COMMISSION (NAHC) WITHIN 24 HOURS. BY LAW, ONLY THE MEDICAL EXAMINER CAN MAKE THIS CALL.
    2. NAHC WILL IMMEDIATELY IDENTIFY THE PERSON OR PERSONS DETERMINED TO BE THE MOST LIKELY DESCENDENT (MLD) AND PROVIDE CONTACT INFORMATION.
    3. THE MLD WILL CONTACT THE PI WITHIN 24 HOURS OR SOONER AFTER THE MEDICAL EXAMINER HAS COMPLETED COORDINATION, TO BEGIN THE CONSULTATION PROCESS IN ACCORDANCE WITH CEQA SECTION 15064.5(E), THE CALIFORNIA PUBLIC RESOURCES AND HEALTH & SAFETY CODES.
    4. THE MLD WILL HAVE 48 HOURS TO MAKE RECOMMENDATIONS TO THE PROPERTY OWNER OR REPRESENTATIVE, FOR THE TREATMENT OR DISPOSITION WITH PROPER DIGNITY, OF THE HUMAN REMAINS AND ASSOCIATED GRAVE GOODS.
    5. DISPOSITION OF NATIVE AMERICAN HUMAN REMAINS WILL BE DETERMINED BETWEEN THE MLD AND THE PI, AND, IF:
      - A. THE NAHC IS UNABLE TO IDENTIFY THE MLD, OR THE MLD FAILED TO MAKE A RECOMMENDATION WITHIN 48 HOURS AFTER BEING GRANTED ACCESS TO THE SITE; OR;
      - B. THE LANDOWNER OR AUTHORIZED REPRESENTATIVE REJECTS THE RECOMMENDATION OF THE MLD AND MEDIATION IN ACCORDANCE WITH PRC 5097.94 (K) BY THE NAHC FAILS TO PROVIDE MEASURES ACCEPTABLE TO THE LANDOWNER, THE LANDOWNER SHALL REINTER THE HUMAN REMAINS AND ITEMS ASSOCIATED WITH NATIVE AMERICAN HUMAN REMAINS WITH APPROPRIATE DIGNITY ON THE PROPERTY IN A LOCATION NOT SUBJECT TO FURTHER AND FUTURE SURFACE DISTURBANCE, THEN,
  - C. IN ORDER TO PROTECT THESE SITES, THE LANDOWNER SHALL DO ONE OR MORE OF THE FOLLOWING:
    - (1) RECORD THE SITE WITH THE NAHC;
    - (2) RECORD AN OPEN SPACE OR CONSERVATION EASEMENT ON THE SITE;
    - (3) RECORD A DOCUMENT WITH THE COUNTY. THE DOCUMENT SHALL BE TITLED "NOTICE OF REINTERMENT OF NATIVE AMERICAN REMAINS" AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE PROPERTY, THE NAME OF THE PROPERTY OWNER, AND THE OWNER'S ACKNOWLEDGED SIGNATURE, IN ADDITION TO ANY OTHER INFORMATION REQUIRED BY PRC 5097.98. THE DOCUMENT SHALL BE INDEXED AS A NOTICE UNDER THE NAME OF THE OWNER.
  - D. UPON THE DISCOVERY OF MULTIPLE NATIVE AMERICAN HUMAN REMAINS DURING A GROUND DISTURBING LAND DEVELOPMENT ACTIVITY, THE LANDOWNER MAY AGREE THAT ADDITIONAL CONFERRAL WITH DESCENDANTS IS NECESSARY TO CONSIDER CULTURALLY APPROPRIATE TREATMENT OF MULTIPLE NATIVE AMERICAN HUMAN REMAINS. CULTURALLY APPROPRIATE TREATMENT OF SUCH A DISCOVERY MAY BE ASCERTAINED FROM REVIEW OF THE SITE UTILIZING CULTURAL AND ARCHAEOLOGICAL STANDARDS. WHERE THE

PARTIES ARE UNABLE TO AGREE ON THE APPROPRIATE TREATMENT MEASURES THE HUMAN REMAINS AND ITEMS ASSOCIATED AND BURIED WITH NATIVE AMERICAN HUMAN REMAINS SHALL BE REINTERRED WITH APPROPRIATE DIGNITY, PURSUANT TO SECTION 5.C., ABOVE.

- D. IF HUMAN REMAINS ARE NOT NATIVE AMERICAN
  1. THE PISHALL CONTACT THE MEDICAL EXAMINER AND NOTIFY THEM OF THE HISTORIC ERA CONTEXT OF THE BURIAL.
  2. THE MEDICAL EXAMINER WILL DETERMINE THE APPROPRIATE COURSE OF ACTION WITH THE PI AND CITY STAFF (PRC 5097.98).
  3. IF THE REMAINS ARE OF HISTORIC ORIGIN, THEY SHALL BE APPROPRIATELY REMOVED AND CONVEYED TO THE SAN DIEGO MUSEUM OF MAN FOR ANALYSIS. THE DECISION FOR INTERMENT OF THE HUMAN REMAINS SHALL BE MADE IN CONSULTATION WITH MMC, EAS, THE APPLICANT/LANDOWNER, ANY KNOWN DESCENDANT GROUP, AND THE SAN DIEGO MUSEUM OF MAN.

**NIGHT AND/OR WEEKEND WORK**

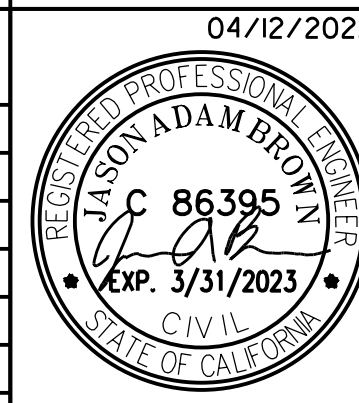
- A. IF NIGHT AND/OR WEEKEND WORK IS INCLUDED IN THE CONTRACT
  1. WHEN NIGHT AND/OR WEEKEND WORK IS INCLUDED IN THE CONTRACT PACKAGE, THE EXTENT AND TIMING SHALL BE PRESENTED AND DISCUSSED AT THE PRECON MEETING.
  2. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED.
    - A. NO DISCOVERIES  
IN THE EVENT THAT NO DISCOVERIES WERE ENCOUNTERED DURING NIGHT AND/OR WEEKEND WORK, THE PISHALL RECORD THE INFORMATION ON THE CSV AND SUBMIT TO MMC VIA FAX BY 8AM OF THE NEXT BUSINESS DAY.
    - B. DISCOVERIES  
ALL DISCOVERIES SHALL BE PROCESSED AND DOCUMENTED USING THE EXISTING PROCEDURES DETAILED IN SECTIONS III - DURING CONSTRUCTION, AND IV DISCOVERY OF HUMAN REMAINS. DISCOVERY OF HUMAN REMAINS SHALL ALWAYS BE TREATED AS A SIGNIFICANT DISCOVERY.
    - C. POTENTIALLY SIGNIFICANT DISCOVERIES  
IF THE PI DETERMINES THAT A POTENTIALLY SIGNIFICANT DISCOVERY HAS BEEN MADE, THE PROCEDURES DETAILED UNDER SECTION III - DURING CONSTRUCTION AND IV - DISCOVERY OF HUMAN REMAINS SHALL BE FOLLOWED.
    - D. THE PISHALL IMMEDIATELY CONTACT MMC, OR BY 8AM OF THE NEXT BUSINESS DAY TO REPORT AND DISCUSS THE FINDINGS AS INDICATED IN SECTION III-B, UNLESS OTHER SPECIFIC ARRANGEMENTS HAVE BEEN MADE.
- B. IF NIGHT AND/OR WEEKEND WORK BECOMES NECESSARY DURING THE COURSE OF CONSTRUCTION
  1. THE CONSTRUCTION MANAGER SHALL NOTIFY THE RE, OR BI, AS APPROPRIATE, A MINIMUM OF 24 HOURS BEFORE THE WORK IS TO BEGIN.
  2. THE RE, OR BI, AS APPROPRIATE, SHALL NOTIFY MMC IMMEDIATELY.
- C. ALL OTHER PROCEDURES DESCRIBED ABOVE SHALL APPLY, AS APPROPRIATE.

**G-3**

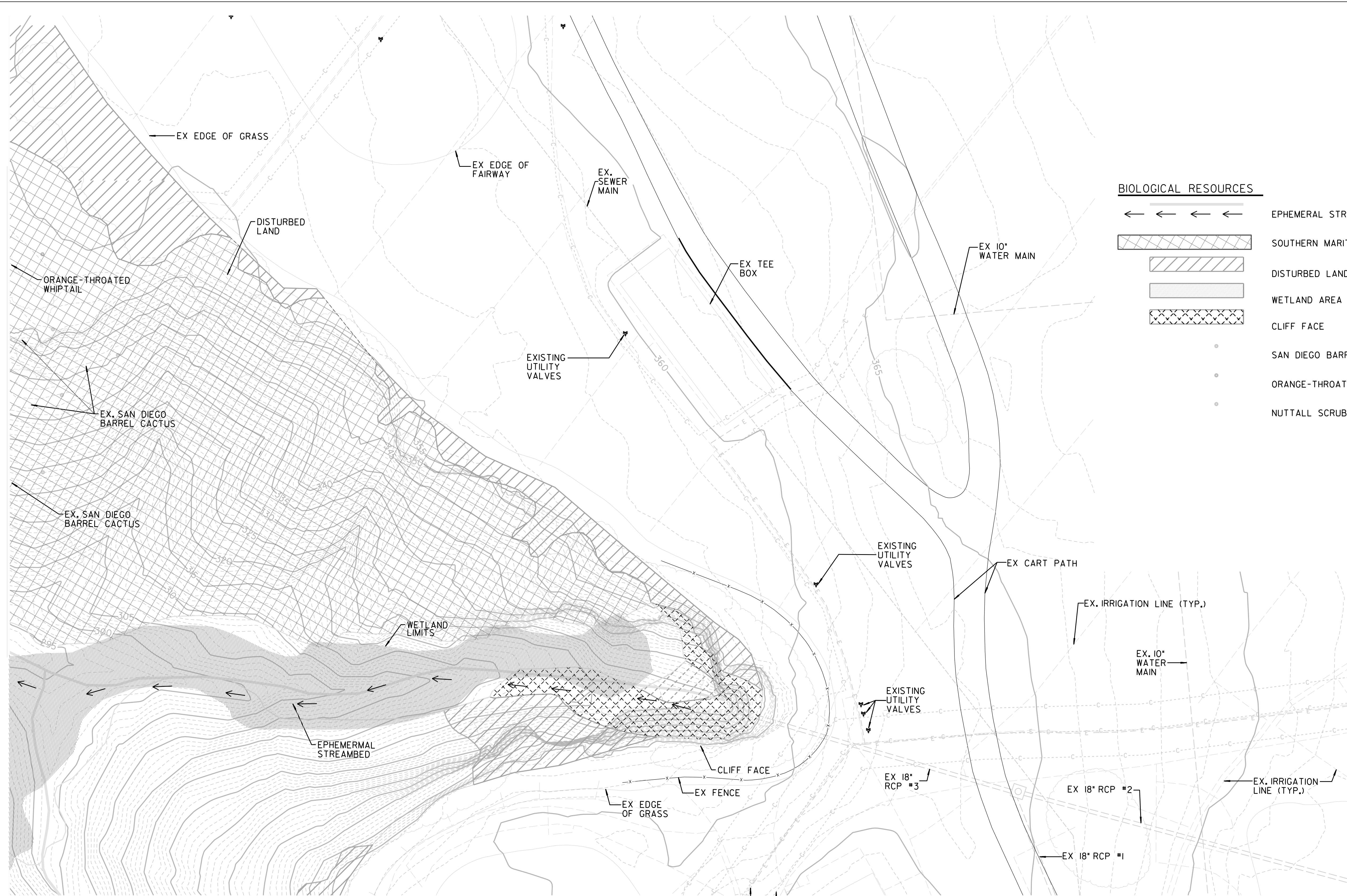
**PLANS FOR THE CONSTRUCTION OF TORREY PINES GOLF COURSE STORM DRAIN REPAIR ENVIRONMENTAL /MITIGATION REQUIREMENTS**

SPEC NO. 04/12/2022		CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 3 OF 15 SHEETS		WBS B-17152
APPROVED: <i>Brian Vitelle</i> FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME		DATE 04/13/2022 C73039 RCE#	SUBMITTED BY: JULIE ADAM PROJECT MANAGER	
CHECKED BY: <i>Johnny Nguyen</i> PROJECT ENGINEER		270-1689 CCS27 COORDINATE		
1910-6249 CCS83 COORDINATE		41494-03-D		
CONTRACTOR INSPECTOR		NTP DATE		NOC DATE

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-
	-

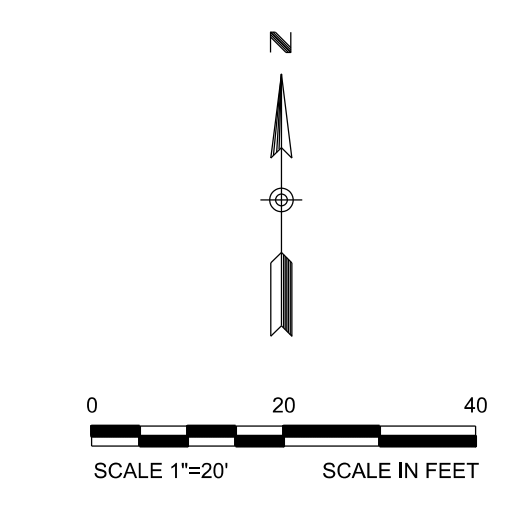


**ENVIRONMENTAL /MITIGATION REQUIREMENTS**



**BIOLOGICAL RESOURCES**

- ← ← ← ← ← EPHEMERAL STREAMBED
- [Hatched Box] SOUTHERN MARITIME CHAPPARAL
- [Diagonal Lines Box] DISTURBED LAND
- [Horizontal Lines Box] WETLAND AREA OF LIMITS
- [Cross-hatched Box] CLIFF FACE
- SAN DIEGO BARREL CACTUS
- ORANGE-THROATED WHIPTAIL
- NUTTALL SCRUB OAK



C-1

**PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
EXISTING CONDITIONS**

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 4 OF 15 SHEETS		WBS B-1752
APPROVED: <i>Brian Vitelle</i> FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE: 04/13/2022 DATE: 07/30/2022 RCE#	SUBMITTED BY: JULIE ADAM PROJECT MANAGER
DESCRIPTION BY: ORIGINAL JAB/JM	APPROVED: <i>Brian Vitelle</i>	CHECKED BY: JOHNNY NGUYEN PROJECT ENGINEER
	DATE: 04/13/22	270-1689 CCS27 COORDINATE
		1910-6249 CCS83 COORDINATE
CONTRACTOR	NTP DATE	41494-04-D
INSPECTOR	NOC DATE	

EXISTING CONDITIONS



**MONUMENTATION / SURVEY NOTES**

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

LEGEND	
	LOCATION OF FOUND GPS POINT



NOT TO SCALE

C-2

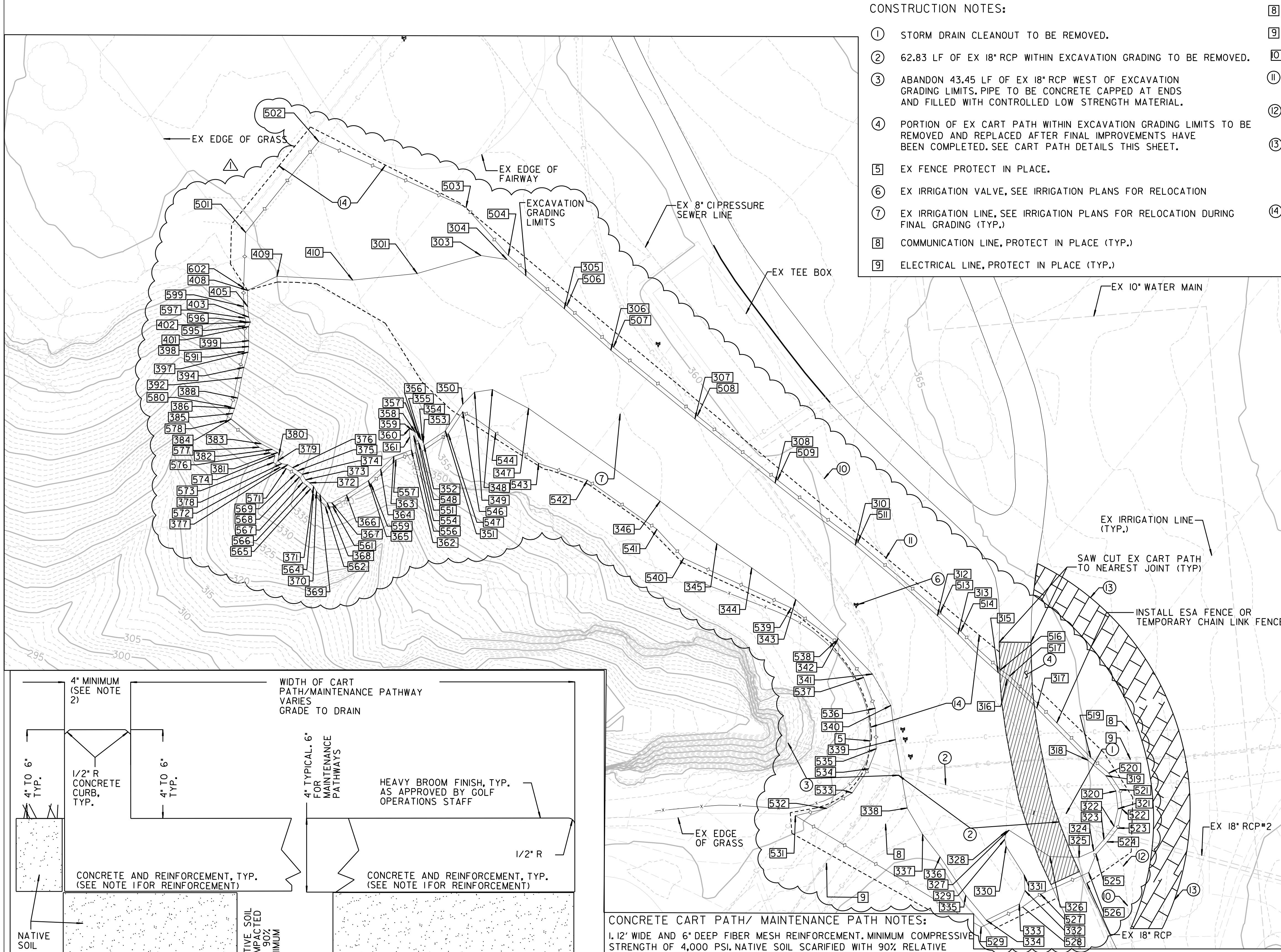
**PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
SURVEY MONUMENT SHEET**

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

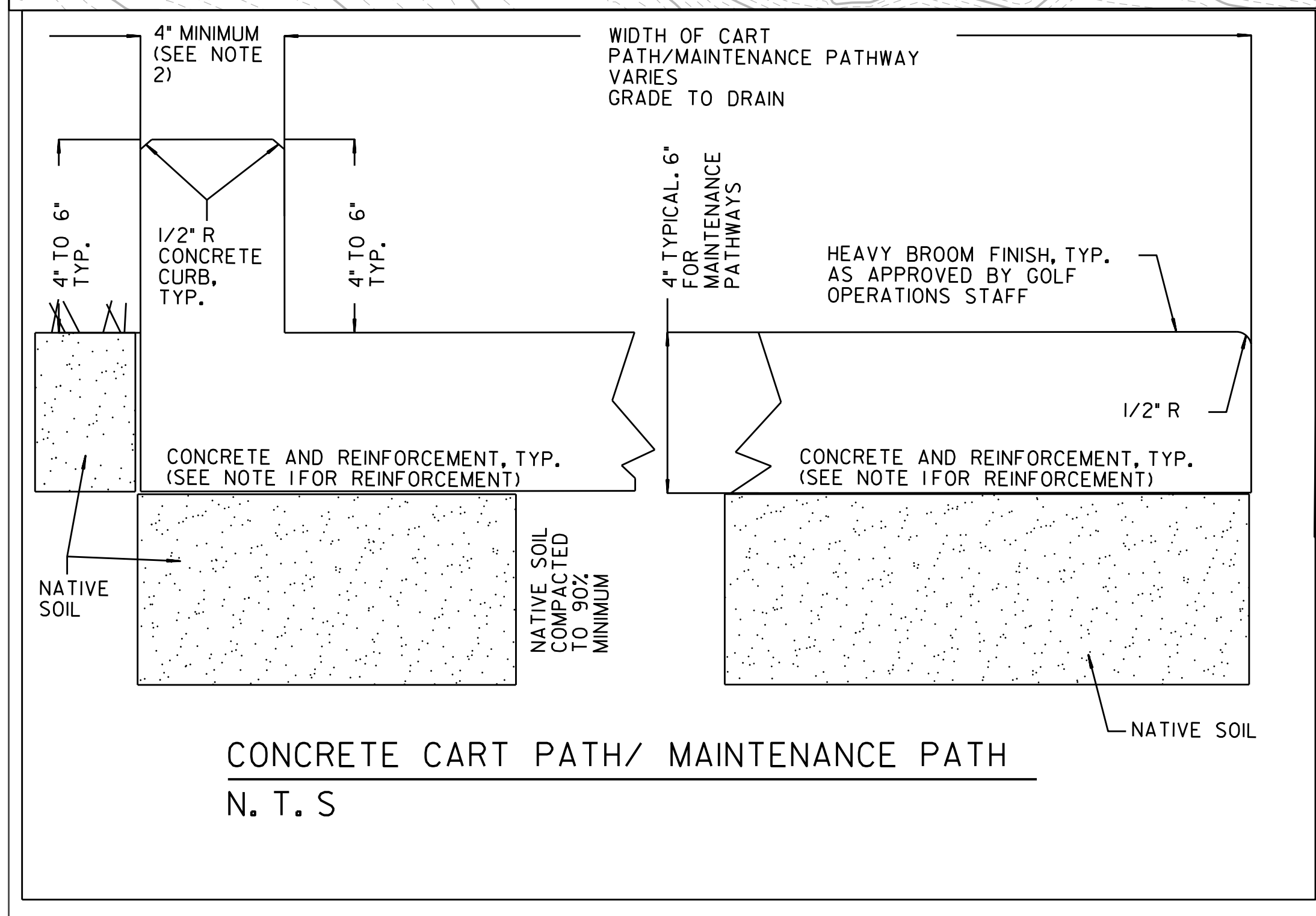
SPEC NO. 04/12/2022

CONTRACTOR \_\_\_\_\_  
INSPECTOR \_\_\_\_\_

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 5 OF 15 SHEETS				WBS B-17152
APPROVED FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE 04/13/2022 C73039 RCE#	SUBMITTED BY JULIE ADAM PROJECT MANAGER	CHECKED BY JOHNNY NGUYEN PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	JAB/JM	<i>Brian Vitelle</i>	04/13/22	
				270-1689 CCS27 COORDINATE
				1910-6249 CCS83 COORDINATE
NTP DATE _____ NOC DATE _____			41494-05-D	



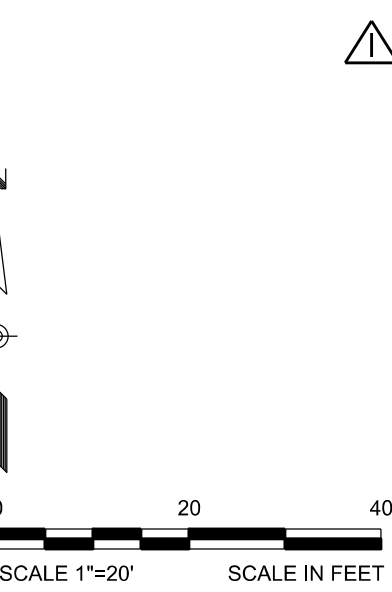
- CONSTRUCTION NOTES:**
- ① STORM DRAIN CLEANOUT TO BE REMOVED.
  - ② 62.83 LF OF EX 18" RCP WITHIN EXCAVATION GRADING TO BE REMOVED.
  - ③ ABANDON 43.45 LF OF EX 18" RCP WEST OF EXCAVATION GRADING LIMITS. PIPE TO BE CONCRETE CAPPED AT ENDS AND FILLED WITH CONTROLLED LOW STRENGTH MATERIAL.
  - ④ PORTION OF EX CART PATH WITHIN EXCAVATION GRADING LIMITS TO BE REMOVED AND REPLACED AFTER FINAL IMPROVEMENTS HAVE BEEN COMPLETED. SEE CART PATH DETAILS THIS SHEET.
  - ⑤ EX FENCE PROTECT IN PLACE.
  - ⑥ EX IRRIGATION VALVE, SEE IRRIGATION PLANS FOR RELOCATION
  - ⑦ EX IRRIGATION LINE, SEE IRRIGATION PLANS FOR RELOCATION DURING FINAL GRADING (TYP.)
  - ⑧ COMMUNICATION LINE, PROTECT IN PLACE (TYP.)
  - ⑨ ELECTRICAL LINE, PROTECT IN PLACE (TYP.)
  - ⑩ COMMUNICATION LINE, PROTECT IN PLACE (TYP.)
  - ⑪ ELECTRICAL LINE, PROTECT IN PLACE (TYP.)
  - ⑫ EX SEWER MAIN, PROTECT IN PLACE
  - ⑬ BEGIN REMOVAL OF EX SEWER (147 LF REMOVAL). CAP END OF PIPE THAT IS TO REMAIN IN PLACE.
  - ⑭ END OF REMOVAL OF EX SEWER (147 LF REMOVAL). CAP END OF PIPE THAT IS TO REMAIN IN PLACE.
  - ⑮ PLACE TEMPORARY CART PATH USING PORTABLE MODULAR ROADWAY SYSTEM PANELS, I-TRAC BY QMAT.COM OR EQUAL. MATERIAL: HIGH-IMPACT POLYPROPYLENE WITH 86,400 PSF STATIC COMPRESSION CAPACITY. LOCATION OF TEMPORARY CART PATH TO BE REVIEWED AND CONFIRMED BY CONSTRUCTION MANAGER/GOLF PERSONNEL. QUANTITY: APPROX. 1,625-SF. TO BE FIELD VERIFIED.
  - ⑯ INSTALL SOD, APPROX. 25,000-SF. TO BE FIELD VERIFIED.



**CONCRETE CART PATH/ MAINTENANCE PATH NOTES:**

1. 12" WIDE AND 6" DEEP FIBER MESH REINFORCEMENT. MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. NATIVE SOIL SCARIFIED WITH 90% RELATIVE COMPACTION. HEAVY BROOM FINISH.
2. SOME CART/MAINTENANCE PATHS WILL HAVE NO CURBS, OTHERS MAY HAVE CURBS ON BOTH SIDES.
3. NATIVE SOIL, WHEN REQUIRED, SHALL BE SECURED FROM THE SITE AND/OR FROM AREAS ON SITE AS GOLF OPERATIONS STAFF DIRECTS. SOIL SHALL BE FREE OF ROCK 1/2" IN DIAMETER TO A DEPTH OF 12" AND COMPACTION TO MINIMUM 90%.
4. D/B CONTRACTOR TO DESIGN DRAINAGE, REINFORCEMENT, CART PATH, CONCRETE MIX, CONCRETE FINISHING, AND EXPANSION/CONTRACTION JOINTS.

**RE-SODDING NOTES:**  
 CONTRACTOR SHALL REFER TO TECHNICAL SPECIFICATION SECTION ONE: SITE PREPARATION FOR RE-SODDING REQUIREMENTS.



SEE COORDINATE TABLES ON SHEET C-8 (41494-I-D).

C-3

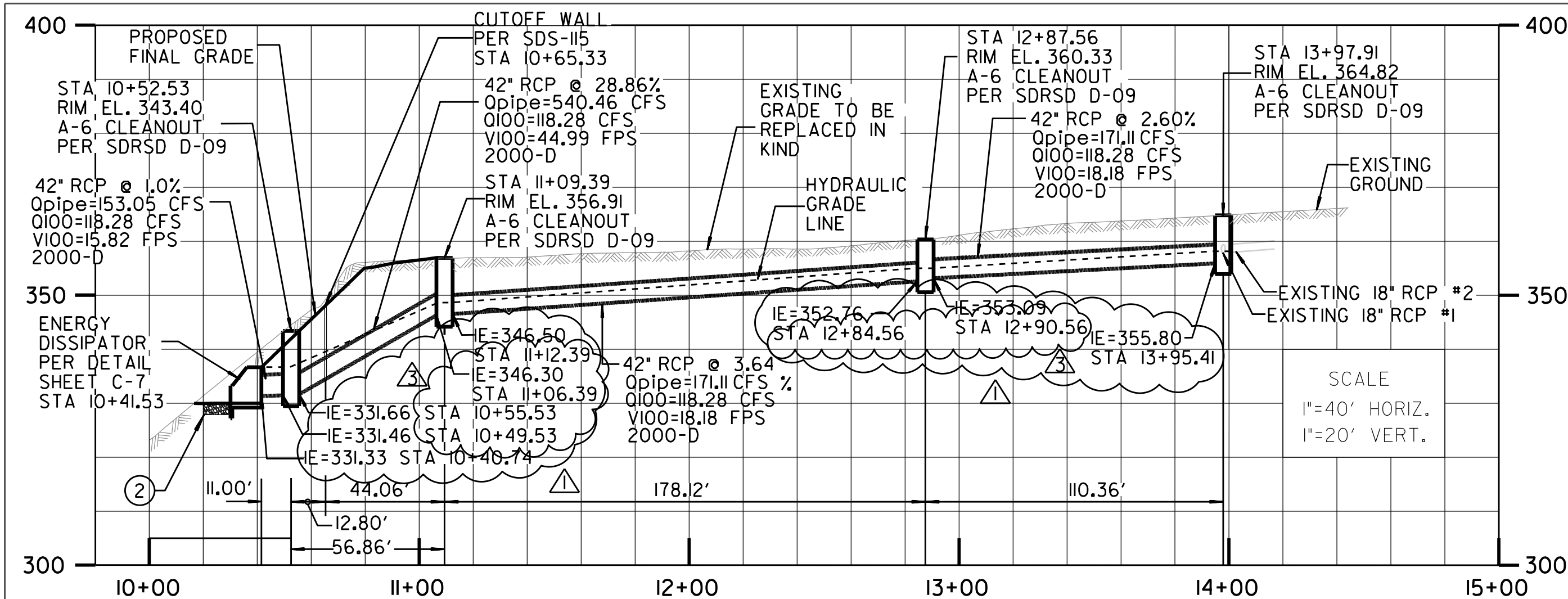
**PLANS FOR THE CONSTRUCTION OF  
 TORREY PINES GOLF COURSE  
 STORM DRAIN REPAIR  
 EXCAVATION / DEMOLITION PLAN**

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CONTRACTOR INSPECTOR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 6 OF 15 SHEETS		WBS B-1752
APPROVED: <i>Brian Vitelle</i> FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE: 04/13/2022 C73039 RCE#	SUBMITTED BY: JULIE ADAM PROJECT MANAGER
DESCRIPTION BY: ORIGINAL	APPROVED: <i>Brian Vitelle</i>	DATE: 04/13/22
BY: KH/JP	APPROVED: <i>Brian Vitelle</i>	DATE: 05/18/22
		270-1689 CCS27 COORDINATE
		1910-6249 CCS83 COORDINATE
NTP DATE _____ NOC DATE _____		41494-06-D

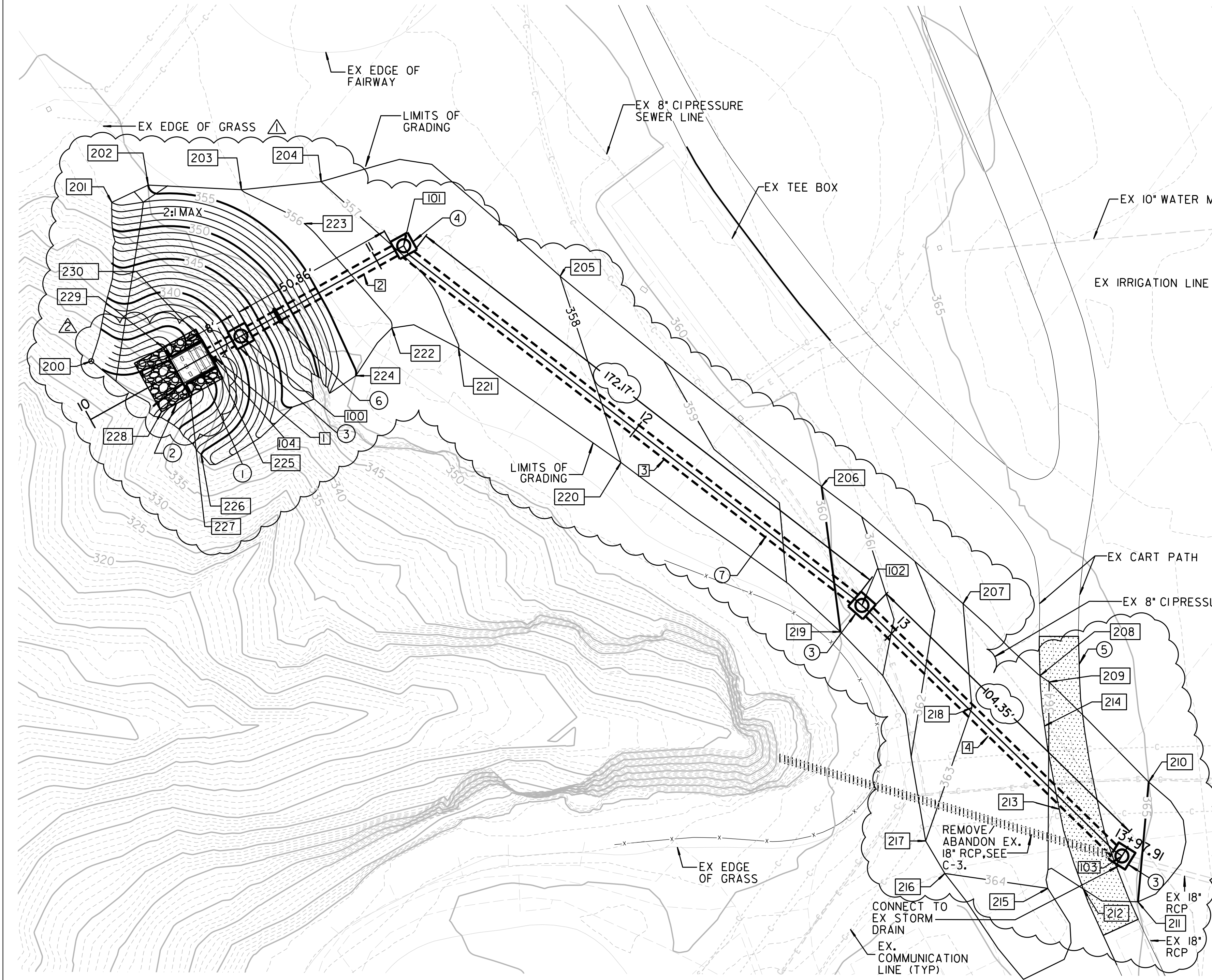


STORM DRAIN DATA TABLE				
NO.	Δ/BEARING	RADIUS	LENGTH	REMARKS
1	N60° 57' 45" E	-	8'	42" RCP W/ WATER TIGHT JOINTS
2	N60° 57' 45" E	-	50.86'	42" RCP W/ WATER TIGHT JOINTS
3	S52° 17' 42" E	-	172.17'	42" RCP W/ WATER TIGHT JOINTS
4	S45° 42' 35" E	-	104.35'	42" RCP W/ WATER TIGHT JOINTS

STRUCTURE DATA TABLE			
NO.	NORTHING	EASTING	DESCRIPTION
100	1910703.67	6255604.75	PROPOSED A6 CLEANOUT
101	1910731.27	6255654.46	PROPOSED A6 CLEANOUT
102	1910621.39	6255794.40	PROPOSED A6 CLEANOUT
103	1910544.83	6255973.81	PROPOSED A6 CLEANOUT
104	1910698.33	6255595.13	PROPOSED ENERGY DISSIPATOR

PROPOSED STORM DRAIN PIPE ALIGNMENT			
HORIZONTAL			
	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	10+00.00	1910678.17	6255558.82
PI ( )	11+06.39	1910729.81	6255651.84
Tangent Direction:		N 60° 57' 45" E	
Tangent Length:		106.39	
Element: Linear			
PI ( )	11+06.39	1910729.81	6255651.84
PI ( )	11+09.39	1910731.27	6255654.46
Tangent Direction:		N 60° 57' 45" E	
Tangent Length:		3.00	
Element: Linear			
PI ( )	11+09.39	1910731.27	6255654.46
PI ( )	11+12.39	1910728.64	6255655.92
Tangent Direction:		S 29° 02' 15" E	
Tangent Length:		3.00	
Element: Linear			
PI ( )	11+12.39	1910728.64	6255655.92
PI ( )	12+84.56	1910623.37	6255792.15
Tangent Direction:		S 52° 18' 21" E	
Tangent Length:		172.17	
Element: Linear			
PI ( )	12+84.56	1910623.37	6255792.15
PI ( )	12+90.56	1910619.40	6255796.65
Tangent Direction:		S 48° 36' 09" E	
Tangent Length:		6.00	
Element: Linear			
PI ( )	12+90.56	1910619.40	6255796.65
PI ( )	13+94.91	1910546.52	6255871.33
Tangent Direction:		S 45° 41' 45" E	
Tangent Length:		104.35	
Element: Linear			
PI ( )	13+94.91	1910546.52	6255871.33
POE ( )	13+97.91	1910544.83	6255873.81
Tangent Direction:		S 55° 50' 48" E	
Tangent Length:		3.00	

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
200	1910696.01	6255559.05	330.00	CONTOUR
201	1910744.52	6255565.30	354.00	CONTOUR
202	1910749.82	6255576.41	355.00	CONTOUR
203	1910748.39	6255604.90	356.00	CONTOUR
204	1910750.86	6255629.23	357.00	CONTOUR
205	1910721.98	6255702.21	358.00	CONTOUR
206	1910657.71	6255782.09	360.00	CONTOUR
207	1910621.89	6255825.29	363.00	CONTOUR
208	1910599.93	6255848.81	363.87	CONTOUR
209	1910597.99	6255851.58	364.00	CONTOUR
210	1910567.43	6255882.00	365.00	CONTOUR
211	1910530.82	6255878.71	365.00	CONTOUR
212	1910534.77	6255862.00	364.40	CART PATH
213	1910559.12	6255854.68	364.11	CART PATH
214	1910584.53	6255850.18	363.95	CART PATH
215	1910534.93	6255851.19	364.00	CONTOUR
216	1910539.46	6255819.74	364.00	CONTOUR
217	1910549.42	6255813.86	363.00	CONTOUR
218	1910590.14	6255827.99	363.00	CONTOUR
219	1910613.31	6255787.88	360.00	CONTOUR
220	1910665.03	6255720.80	358.00	CONTOUR
221	1910700.05	6255671.19	357.00	CONTOUR
222	1910706.13	6255650.85	356.00	CONTOUR
223	1910738.06	6255624.06	356.00	CONTOUR
224	1910691.55	6255639.85	355.00	CONTOUR
225	1910694.15	6255597.45	336.00	ENERGY DISSIPATOR
226	1910667.47	6255592.61	340.00	CONTOUR
227	1910685.35	6255589.23	332.90	RIPRAP
228	1910680.50	6255580.49	331.50	RIPRAP
229	1910700.21	6255580.98	332.90	RIPRAP
230	1910702.53	6255592.80	336.00	ENERGY DISSIPATOR



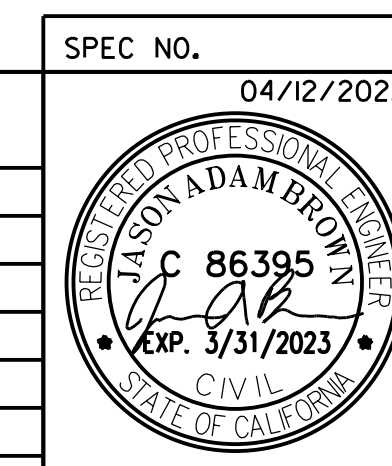
- CONSTRUCTION NOTES:
- CONCRETE ENERGY DISSIPATOR PER SDD-105 MODIFIED, SEE DETAIL SHEET C-7.
  - RIP RAP ENERGY DISSIPATOR PER DETAIL SHEET C-7, W=17", L=10", LIGHT CLASS, T=1" OVER 1" CLASS II AGGREGATE BASE (CL 2 AB).
  - TYPE A6 CLEANOUT @ STA 10+52.53, 12+87.56, AND 13+97.91 PER D-09, Y=6". ADD ENERGY DISSIPATOR: "THE PRESERVER" BY MOMENTUM ENVIRONMENT, OR APPROVED EQUAL.
  - TYPE A6 CLEANOUT @ STA 11+09.39 PER D-09, Y=6". ADD ENERGY DISSIPATOR: "THE PRESERVER" BY MOMENTUM ENVIRONMENT, OR APPROVED EQUAL.
  - CART PATH, MATCH EX WIDTH AND PAVEMENT THICKNESS. SEE CART PATH DETAILS ON SHEET C-3.
  - CUTOFF WALL PER SDS-115.
  - 42" STORM DRAIN PIPE BEDDING PER SDD-110 (TYPICAL).

REFERENCE:  
STORM DRAIN: 7487-D  
THOMAS BROS.: 1187

C-4

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
STORM DRAIN PLAN AND PROFILE,  
FINAL GRADING

AS-BUILT INFORMATION		SPEC NO.	CITY OF SAN DIEGO, CALIFORNIA	
MATERIALS	MANUFACTURER	04/12/2022	PUBLIC WORKS DEPARTMENT	
PIPE (STORM DRAIN)	-		SHEET 7 OF 15 SHEETS	
STORM DRAIN CLEAN OUTS	-		WBS	B-17152
CURB INLETS	-		SUBMITTED BY: JULIE ADAM	
STORM DRAIN MANHOLES	-		PROJECT MANAGER	
DISSIPATOR	-		CHECKED BY: JOHNNY NGUYEN	
CATCH BASINS	-		PROJECT ENGINEER	
			DATE: 04/13/22	
			DATE: 05/18/22	
			DATE: 05/26/22	
			DATE: 06/13/22	
			NTP DATE	
			INSPECTOR	
			NOC DATE	
			41494-07-D	



STORM DRAIN PLAN AND PROFILE, FINAL GRADING

BMP TABLE

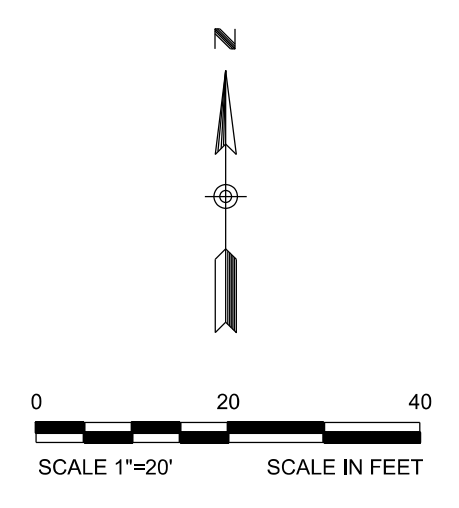
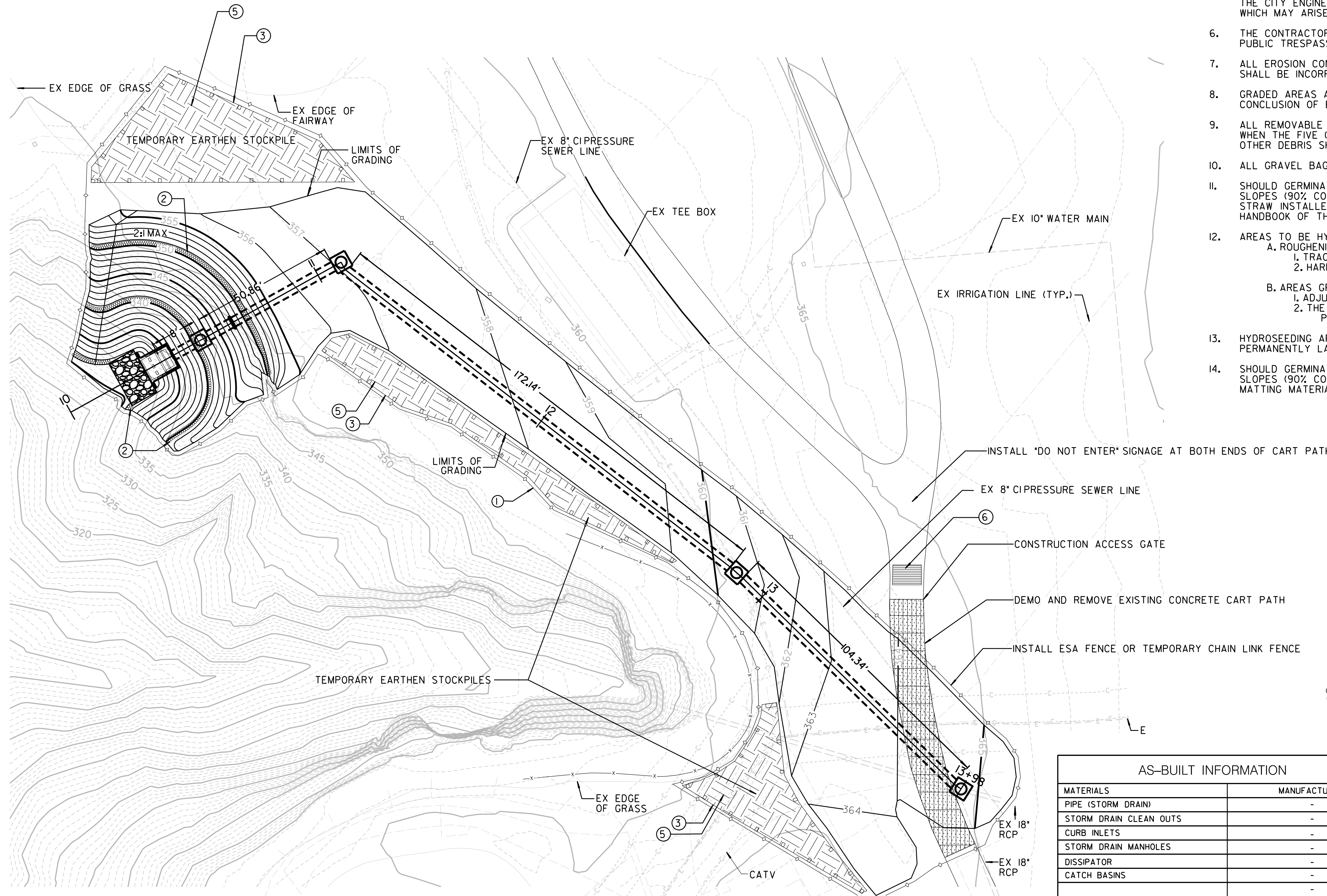
BMP ID	BMP TYPE	SYMBOL	CASOA NO.	QUANTITY	SHEET NO.(S)	INSPECTION FREQUENCY	MAINTENANCE FREQUENCY
①	SILT FENCE		SE-1	530 LF	7	SE-1	SE-1
②	FIBER ROLLS		SE-5	200 LF	7	SE-5	SE-5
③	SILT DIKE		WM-3	720 LF	7	SE-12	SE-12
④	HYDROSEEDING		EC-4	4900 SF	13	EC-4	EC-4
⑤	PLASTIC COVER		EC-7,WM-3	4500 SF	7	EC-7,WM-3	EC-7,WM-3
⑥	ENTRANCE/ OUTLET TIRE WASH		TC-3	1	7,8	TC-3	TC-3

NOTES:

- REFER TO SHEETS L-4 AND L-5 FOR HYDROSEED LIMITS AND REVEGETATION REQUIREMENTS.
- REFER TO SHEET C-6 FOR CONSTRUCTION ENTRANCE AND WORK STAGING AREA POLLUTION PREVENTION PLAN.
- INSTALL SILT DIKE AROUND STOCKPILE PERIMETER(S)
- SEE WPCP: "TORREY PINES - STORM DRAIN", DATED 12/15/2021 FOR ADDITIONAL POLLUTION PREVENTION PLAN REQUIREMENTS.

EROSION CONTROL NOTES

- IN CASE EMERGENCY WORK IS REQUIRED, CONTACT CITY OF SAN DIEGO, ENGINEERING AND CAPITAL PROJECTS, JOHNNY NGUYEN, PE AT 619-533-4646.
- EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS EMINENT.
- THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100. THE QUALIFIED CONTACT PERSON (QCP) SHALL UPDATE AND MAINTAIN THE WATER POLLUTION CONTROL PLAN (WPCP) TO ADDRESS UPDATED SITE CONDITIONS OF THE PROJECT. THE UPDATED WPCP SHALL BE KEPT AT THE PROJECT SITE AND MADE AVAILABLE TO THE CITY INSPECTOR. ADDITIONAL CONSTRUCTION BMP'S BEYOND THE ORIGINAL APPROVED POLLUTION PREVENTION PLAN SHALL BE PROVIDED TO ADDRESS SITE CONDITIONS NOT ANTICIPATED. THE QCP SHALL REPORT BMP DEFICIENCIES TO THE CITY INSPECTOR. THE QCP SHALL OBTAIN APPROVAL FROM THE QUALIFIED POLLUTION PREVENTION PLAN DEVELOPER AND THE CITY INSPECTOR REGARDING ANY SIGNIFICANT CHANGES TO BMP DEPLOYMENT.
- THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED BY THE CITY ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORESEEN CIRCUMSTANCES WHICH MAY ARISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
- ALL EROSION CONTROL MEASURES PROVIDED PER THE APPROVED WPCP AND/OR EROSION CONTROL PLAN SHALL BE INCORPORATED HERON.
- GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
- ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE (5) DAY RAIN PROBABILITY FORECAST EXCEEDS FORTY PERCENT (40%). SILT AND OTHER DEBRIS SHALL BE REMOVED AFTER EACH RAINFALL.
- ALL GRAVEL BAGS SHALL BE BURLAP TYPE WITH 3/4 INCH MINIMUM AGGREGATE.
- SHOULD GERMINATION OF HYDROSEEDS FAIL TO PROVIDE EFFECTIVE COVERAGE OF GRADED SLOPES (90% COVERAGE) PRIOR TO NOVEMBER 15, THE SLOPES SHALL BE STABILIZED BY PUNCH STRAW INSTALLED IN ACCORDANCE WITH SECTION 35.023 OF THE EROSION AND SEDIMENT CONTROL HANDBOOK OF THE DEPARTMENT OF CONSERVATION, STATE OF CALIFORNIA.
- AREAS TO BE HYDROSEEDS SHALL BE PREPARED PER CASOA EC-15 PRIOR TO HYDROSEEDING:
  - ROUGHENING THE SURFACE TO BE PLANTED BY ANY OR A COMBINATION OF:
    - TRACK WALKING SLOPES STEEPER THAN 6H:1V.
    - HARROWING AREAS 6H:1V OR FLATTER THAT ARE SUFFICIENTLY FRIABLE.
  - AREAS GRADED FLATTER THAN 6H:1V WHEN ANY OF THE FOLLOWING CONDITIONS EXIST:
    - ADJUSTING THE SURFACE SOIL MOISTURE TO PROVIDE A DAMP BUT NOT SATURATED SEED BED.
    - THE ADDITION OF SOIL AMENDMENTS, PH ADJUSTMENT, LEACHING COVERING SALINE SOILS TO PROVIDE VIABLE CONDITIONS FOR GROWTH.
- HYDROSEEDING AREAS SHALL BE MAINTAINED TO PROVIDE VIGOROUS GROWTH UNTIL THE PROJECT IS PERMANENTLY LANDSCAPED.
- SHOULD GERMINATION OF HYDROSEEDING SLOPES FAIL TO PROVIDE EFFICIENT COVERAGE OF GRADING SLOPES (90% COVERAGE) THE SLOPES SHALL BE STABILIZED BY AN APPROPRIATE EROSION CONTROL MATTING MATERIAL APPROVED BY THE CITY INSPECTOR/ENGINEER.



REFERENCE:  
STORM DRAIN: 7487-D  
THOMAS BROS.: 1187

C-5

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
POLLUTION PREVENTION PLAN - 1

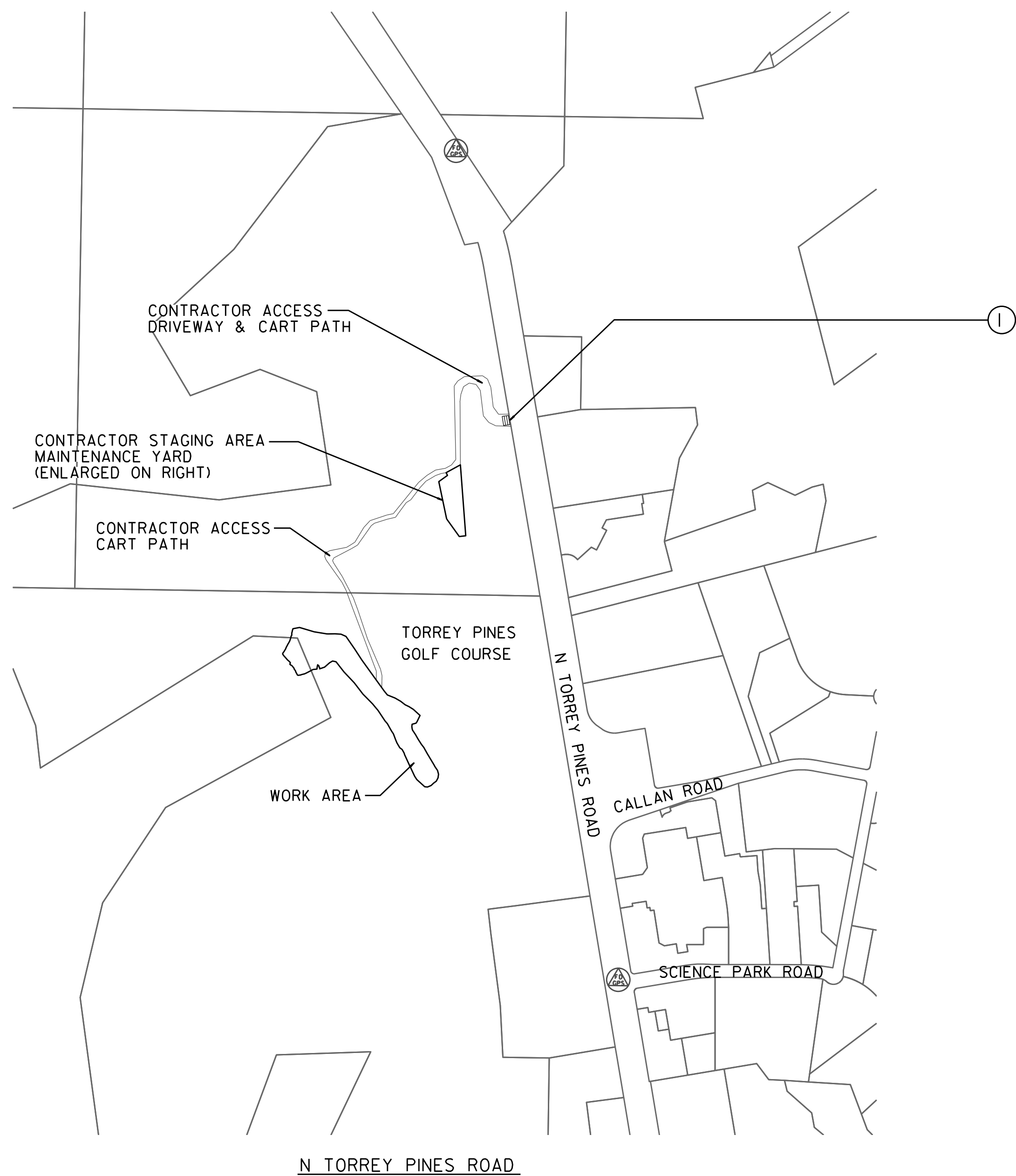
AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CONTRACTOR INSPECTOR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 8 OF 15 SHEETS		WBS B-17152
APPROVED: <i>Brian Vitelle</i> FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE: 04/13/2022 C23039 RCE#	SUBMITTED BY: JULIE ADAM PROJECT MANAGER
DESCRIPTION: ORIGINAL	BY: JAB/JM	APPROVED: <i>Brian Vitelle</i>
		DATE: 04/13/22
		FILMED
		270-1689 CCS27 COORDINATE
		1910-6249 CCS83 COORDINATE
	NTP DATE	41494-08-D
	NOC DATE	

POLLUTION PREVENTION PLAN - 1



CART PATH

①

②

⑤

③

④

CONTRACTORS STAGING AREA MAINTENANCE YARD

BMP TABLE							
BMP ID	BMP TYPE	SYMBOL	CASOA NO.	QUANTITY	SHEET NO.(S)	INSPECTION FREQUENCY	MAINTENANCE FREQUENCY
①	ENTRANCE/OUTLET TIRE WASH		TC-3	1	7,8	TC-3	TC-3
②	TEMPORARY MATERIAL STORAGE		WM-2	NA	8	WM-2	WM-2
③	VEHICLE & EQUIPMENT STORAGE WITH DRIP PANS		WM-4,NS-8,NS-9	NA	8	WM-4,NS-8,NS-9	WM-4,NS-8,NS-9
④	SOLID WASTE BIN		WM-5	1	8	WM-5	WM-5
⑤	CONCRETE WASHOUT		WM-8	1	8	WM-8	WM-8

1. SEE PREVIOUS SHEET FOR EROSION CONTROL AND CONSTRUCTION NOTES.



NOT TO SCALE

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
POLLUTION PREVENTION PLAN - 2

CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
SHEET 9 OF 15 SHEETS

WBS B-17152

APPROVED: *Brain Vitelle* 04/13/2022  
FOR CITY ENGINEER DATE  
BRAIN VITELLE C73039  
PRINT DCE NAME RCE#

SUBMITTED BY: JULIE ADAM PROJECT MANAGER  
CHECKED BY: JOHNNY NGUYEN PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	JAB/JM	<i>Brain Vitelle</i>	04/13/22	

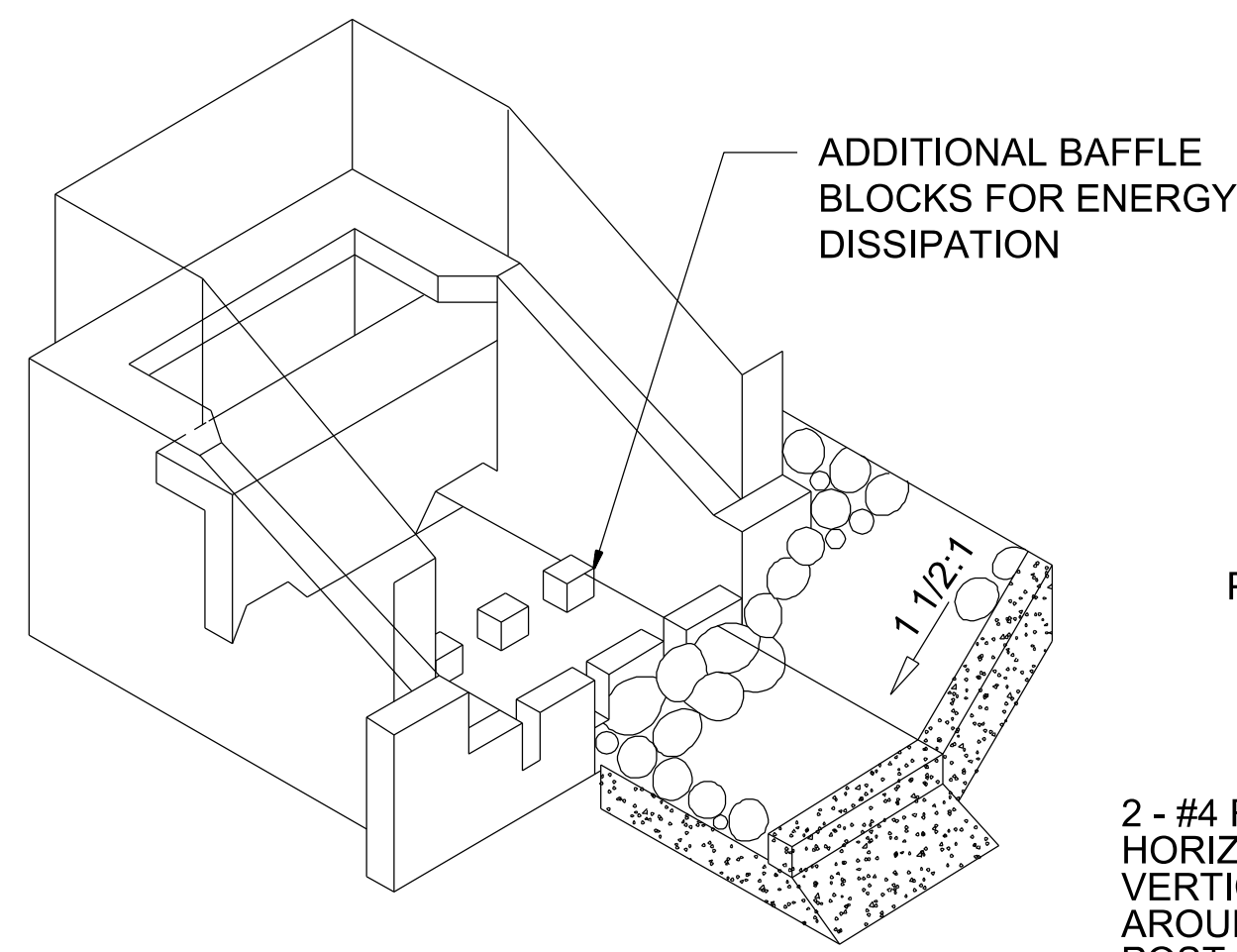
270-1689  
CCS27 COORDINATE  
1910-6249  
CCS83 COORDINATE

CONTRACTOR INSPECTOR \_\_\_\_\_ NTP DATE \_\_\_\_\_ NOC DATE \_\_\_\_\_

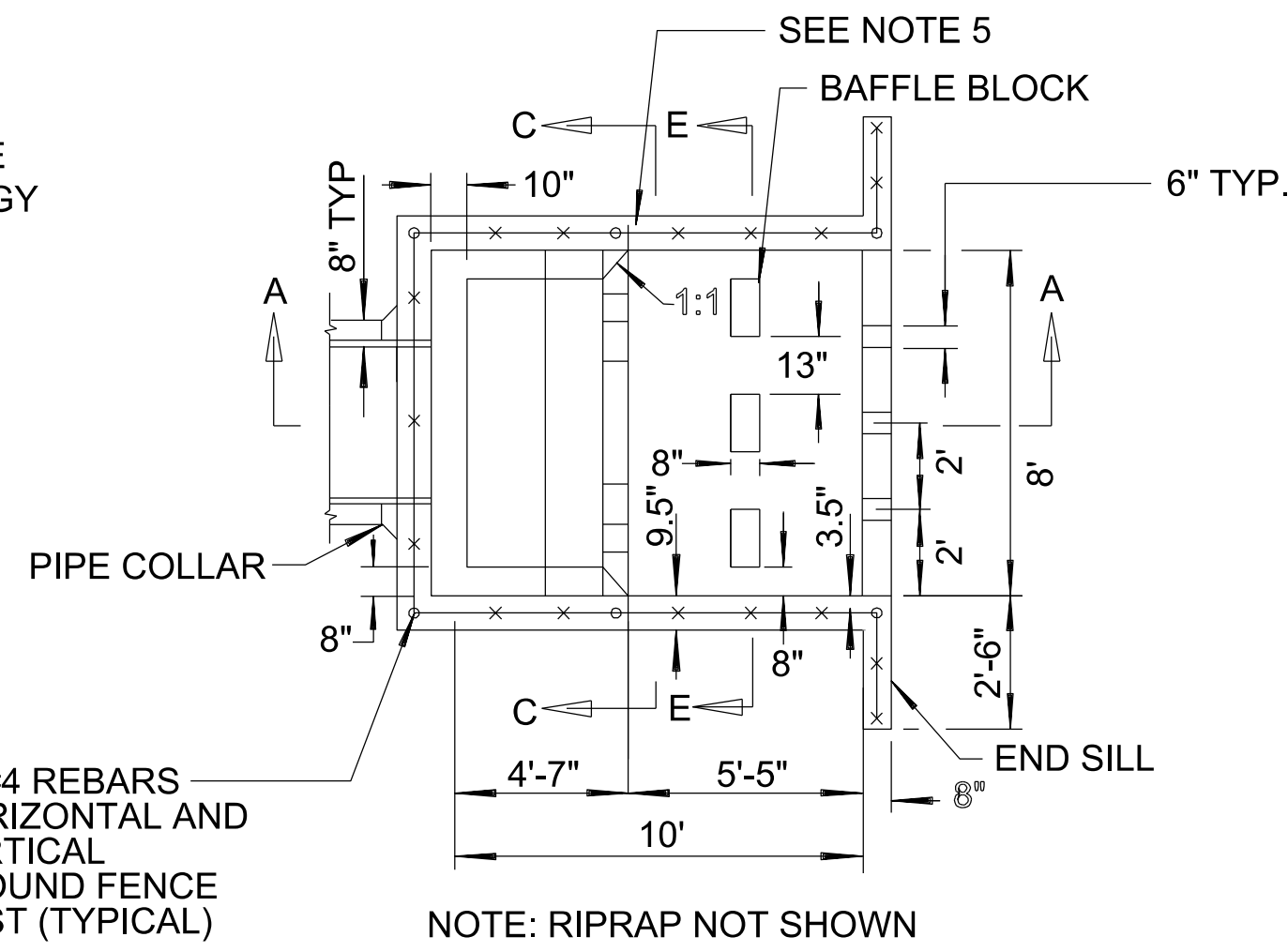
41494-09-D

C-6

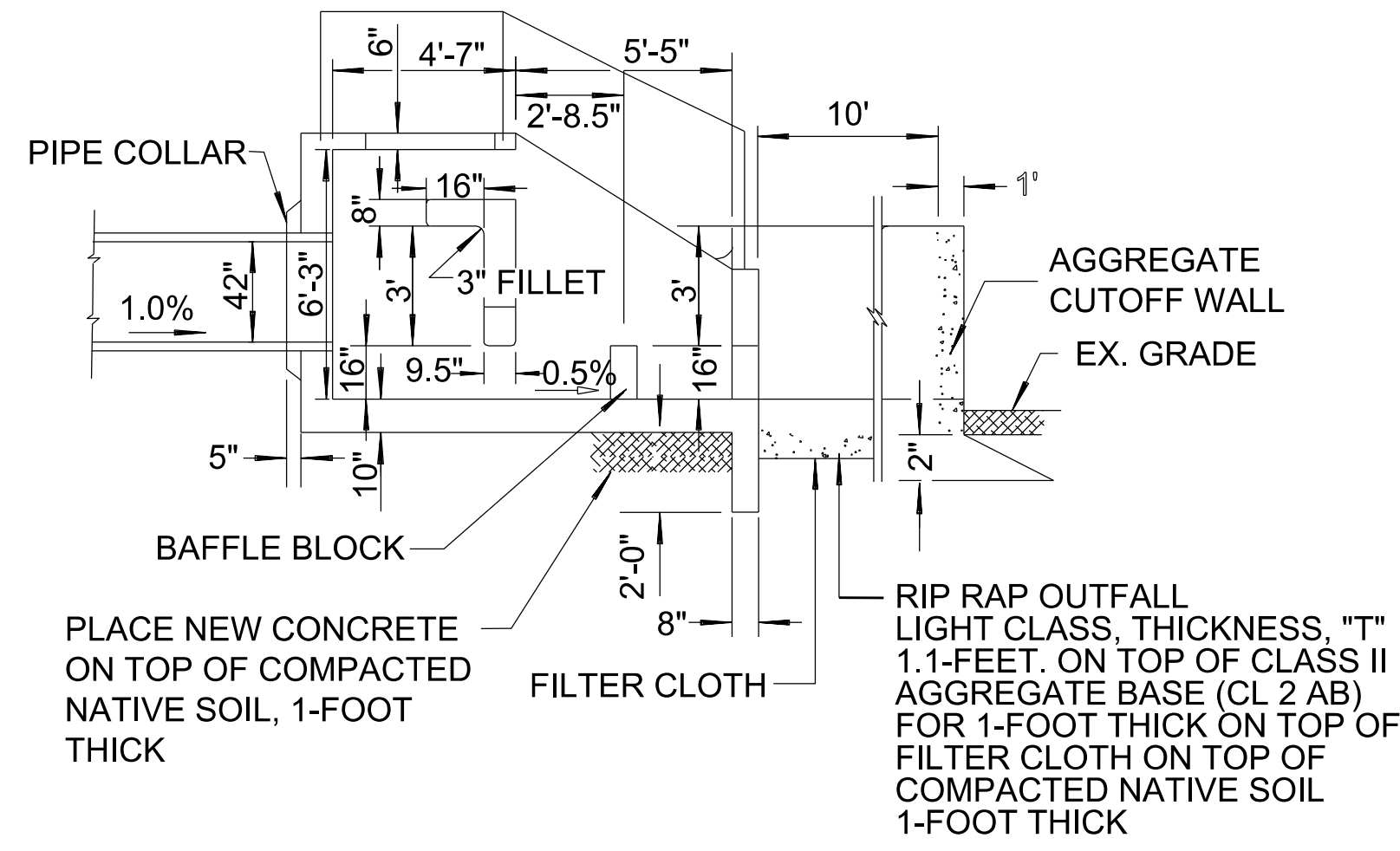
POLLUTION PREVENTION PLAN - 2



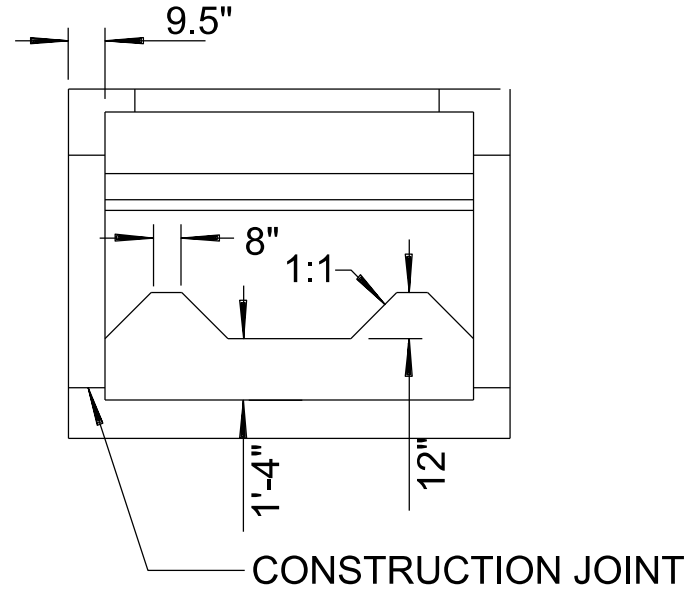
PICTORIAL VIEW



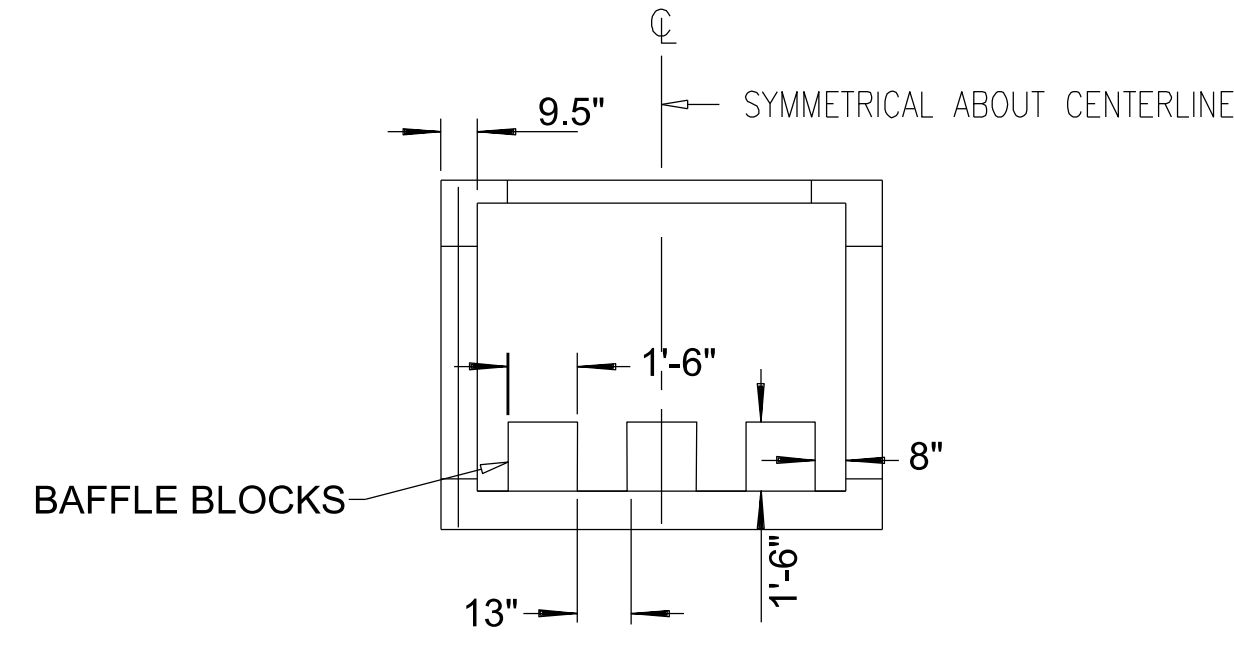
PLAN VIEW



SECTION A-A



SECTION C-C



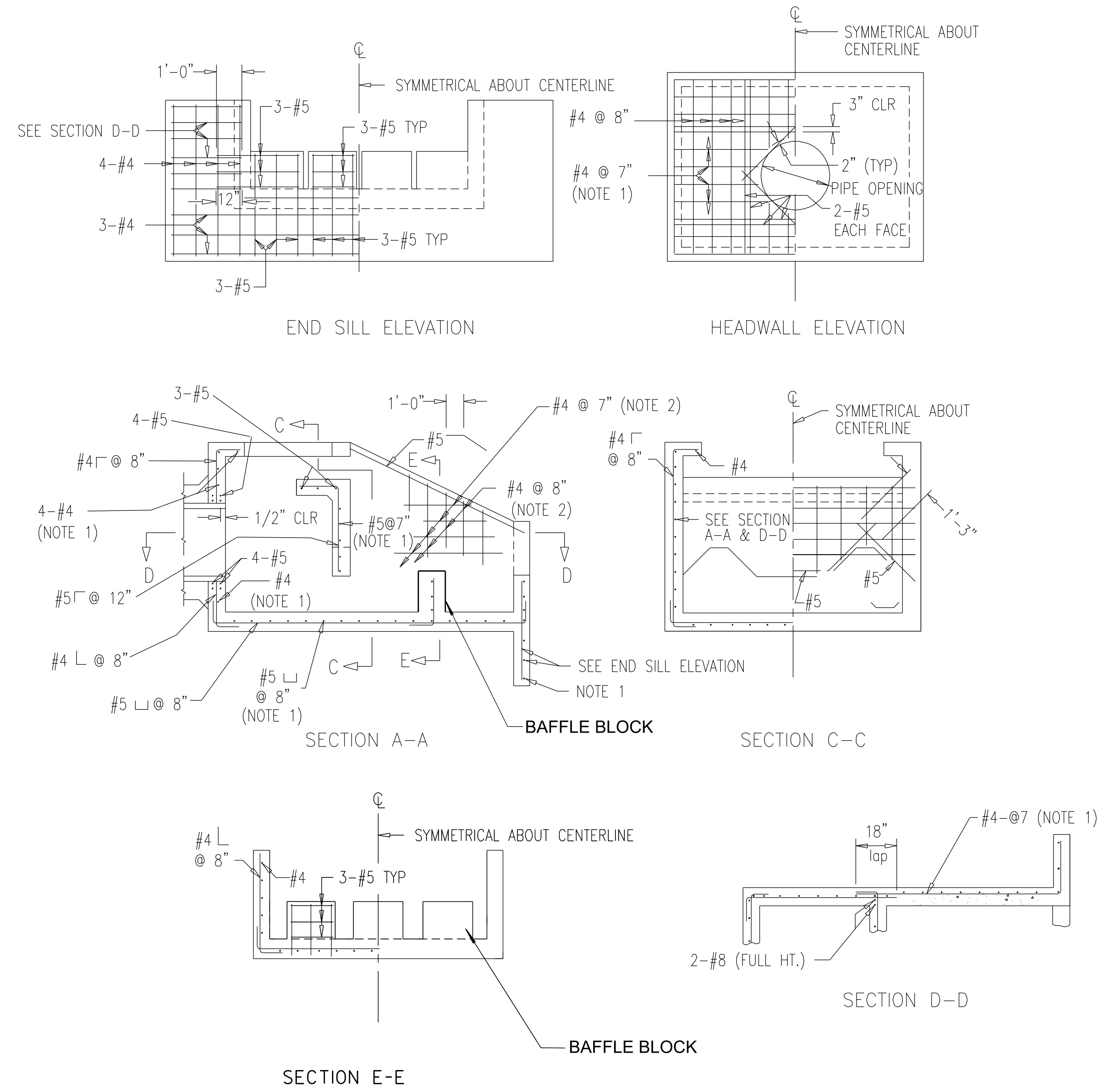
SECTION E-E

NOTES

- DESIGN EQUIVALENT FLUID PRESSURE (EARTH LOADING) = 60 PCF.
- CONCRETE SHALL BE 560-C-3250.
- REINFORCING SHALL CONFORM TO ASTM DESIGNATION A615 AND GRADE 60. REINFORCING SHALL BE PLACED WITH 2" CLEAR CONCRETE COVER UNLESS NOTED OTHERWISE. SPLICES SHALL NOT BE PERMITTED EXCEPT AS INDICATED ON THE PLANS.
- UNLESS NOTED OTHERWISE, ALL REINFORCING BAR BENDS SHALL BE FABRICATED WITH STANDARD HOOKS. FOR STRUCTURAL DETAILS, SEE D-42.
- 5' HIGH CHAIN LINK FENCING, EMBED POST 18" DEEP IN WALLS AND ENCASE WITH CLASS B MORTAR.
- IN SANDY AND SILT SOIL:
  - RIPRAP AND AGGREGATE BASE CUTOFF WALL REQUIRED AT THE END OF ROCK APRON.
  - FILTER CLOTH POLYFILTER X OR EQUIVALENT SHALL BE INSTALLED ON NATIVE SOIL BASE, MINIMUM OF 1' OVERLAPS AT JOINTS.

MODIFIED SDD-105  
ENERGY DISSIPATOR DETAIL

NO SCALE



NOTES

- PLACE REINFORCING, AS NOTED, AT CENTER OF WALL (OR SLAB).
- MATCH LOCATION OF REINFORCING WITH THAT IN HEADWALL, END SILL AND FOUNDATION SLAB.
- ALL REINFORCING SHALL BE PLACED WITH 2" CONCRETE COVER, UNLESS NOTED OTHERWISE.

MODIFIED SDD-105  
ENERGY DISSIPATOR  
REINFORCEMENT DETAIL  
NOT TO SCALE

C-7

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
ENERGY DISSIPATOR DETAILS SHEET

AS-BUILT INFORMATION		SPEC NO.	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 10 OF 15 SHEETS		WBS
MATERIALS	MANUFACTURER	04/12/2022			B-17152
PIPE (STORM DRAIN)	-		APPROVED: <i>Brian Vitelle</i> DATE: 04/13/2022		SUBMITTED BY: JULIE ADAM
STORM DRAIN CLEAN OUTS	-		FOR CITY ENGINEER: BRIAN VITELLE PRINT DCE NAME: DATE: C73039 RCE#		PROJECT MANAGER
CURB INLETS	-		APPROVED: <i>Brian Vitelle</i> DATE: 04/13/22		CHECKED BY: JOHNNY NGUYEN
STORM DRAIN MANHOLES	-		ORIGINAL		PROJECT ENGINEER
DISSIPATOR	-		JAB/JM		270-1689
CATCH BASINS	-		INSPECTOR		CCS27 COORDINATE
		CONTRACTOR		1910-6249	
		INSPECTOR		CCS83 COORDINATE	
		NTP DATE		41494-10-D	
		NOC DATE			



NAME	NORTHING	EASTING	DESCRIPTION
301	1910750.86	6255629.24	LIMITS
303	1910757.66	6255653.22	LIMITS
304	1910756.14	6255663.04	LIMITS
305	1910737.58	6255684.65	LIMITS
306	1910721.98	6255702.21	LIMITS
307	1910696.07	6255733.89	LIMITS
308	1910671.88	6255764.10	LIMITS
310	1910648.50	6255794.33	LIMITS
312	1910621.89	6255825.29	LIMITS
313	1910614.93	6255833.05	LIMITS
315	1910600.36	6255848.20	LIMITS
316	1910597.99	6255851.57	LIMITS
317	1910587.04	6255862.74	LIMITS
318	1910567.43	6255882.00	LIMITS
319	1910561.58	6255888.73	LIMITS
320	1910555.81	6255892.56	LIMITS
321	1910549.11	6255893.35	LIMITS
322	1910542.50	6255891.88	LIMITS
323	1910537.60	6255888.05	LIMITS
324	1910533.22	6255884.15	LIMITS
325	1910530.83	6255878.71	LIMITS
326	1910531.08	6255867.71	LIMITS
327	1910541.06	6255852.29	LIMITS
328	1910540.64	6255851.23	LIMITS
329	1910537.56	6255850.63	LIMITS
330	1910534.93	6255851.19	LIMITS
331	1910524.20	6255857.95	LIMITS
332	1910518.27	6255858.28	LIMITS
333	1910513.24	6255856.18	LIMITS
334	1910507.14	6255843.74	LIMITS
335	1910516.52	6255835.99	LIMITS
336	1910530.97	6255826.32	LIMITS
337	1910539.46	6255819.74	LIMITS
338	1910549.42	6255813.86	LIMITS
339	1910575.17	6255809.46	LIMITS
340	1910588.06	6255807.74	LIMITS
341	1910599.93	6255800.80	LIMITS
342	1910613.31	6255787.88	LIMITS
343	1910628.01	6255771.93	LIMITS
344	1910639.94	6255755.33	LIMITS
345	1910649.04	6255742.16	LIMITS
346	1910665.06	6255720.77	LIMITS
347	1910700.04	6255671.22	LIMITS
348	1910707.15	6255657.58	LIMITS
349	1910706.13	6255650.85	LIMITS
350	1910701.57	6255646.42	LIMITS
351	1910691.56	6255639.85	LIMITS
352	1910686.18	6255631.81	LIMITS
353	1910687.15	6255631.47	LIMITS
354	1910688.01	6255631.27	LIMITS
355	1910688.26	6255630.65	LIMITS
356	1910689.04	6255629.89	LIMITS
357	1910690.75	6255629.27	LIMITS
358	1910691.10	6255628.48	LIMITS
359	1910691.79	6255627.36	LIMITS
360	1910692.31	6255626.24	LIMITS
361	1910689.26	6255626.44	LIMITS
362	1910684.39	6255627.05	LIMITS
363	1910681.94	6255620.41	LIMITS
364	1910677.16	6255615.47	LIMITS
365	1910672.79	6255610.85	LIMITS
366	1910667.47	6255602.58	LIMITS
367	1910664.47	6255597.03	LIMITS
368	1910664.40	6255595.32	LIMITS
369	1910667.47	6255592.61	LIMITS
370	1910668.71	6255591.29	LIMITS
371	1910670.61	6255590.19	LIMITS
372	1910671.97	6255588.71	LIMITS
373	1910673.11	6255587.19	LIMITS
374	1910675.19	6255585.94	LIMITS

NAME	NORTHING	EASTING	DESCRIPTION
375	1910676.48	6255584.18	LIMITS
376	1910677.65	6255582.31	LIMITS
377	1910678.80	6255580.41	LIMITS
378	1910679.20	6255578.11	LIMITS
379	1910680.28	6255576.70	LIMITS
380	1910682.39	6255577.11	LIMITS
381	1910683.39	6255576.64	LIMITS
382	1910684.56	6255574.59	LIMITS
383	1910686.65	6255570.48	LIMITS
384	1910696.01	6255559.05	LIMITS
385	1910698.09	6255559.69	LIMITS
386	1910700.06	6255560.41	LIMITS
388	1910703.91	6255561.57	LIMITS
392	1910711.62	6255563.09	LIMITS
394	1910715.47	6255563.95	LIMITS
397	1910721.21	6255565.51	LIMITS
398	1910723.31	6255565.68	LIMITS
399	1910725.53	6255565.72	LIMITS
401	1910730.85	6255565.68	LIMITS
402	1910732.55	6255566.35	LIMITS
403	1910734.39	6255565.77	LIMITS
405	1910738.46	6255565.32	LIMITS
408	1910744.52	6255565.30	LIMITS
409	1910749.82	6255576.41	LIMITS
410	1910748.39	6255560.90	LIMITS

NAME	NORTHING	EASTING	DESCRIPTION
501	1910766.31	6255564.57	FENCE
502	1910800.66	6255592.09	FENCE
503	1910775.81	6255647.68	FENCE
504	1910757.66	6255663.58	FENCE
506	1910738.71	6255685.64	FENCE
507	1910723.12	6255703.19	FENCE
508	1910697.24	6255734.84	FENCE
509	1910673.05	6255765.04	FENCE
511	1910649.67	6255795.27	FENCE
513	1910623.01	6255826.29	FENCE
514	1910616.01	6255834.09	FENCE
516	1910601.53	6255849.14	FENCE
517	1910599.14	6255852.53	FENCE
519	1910568.52	6255883.04	FENCE
520	1910562.57	6255889.87	FENCE
521	1910556.34	6255894.01	FENCE
522	1910549.03	6255894.87	FENCE
523	1910541.84	6255893.28	FENCE
524	1910536.63	6255889.21	FENCE
525	1910531.98	6255885.05	FENCE
526	1910525.11	6255882.31	FENCE
527	1910516.99	6255864.26	FENCE
528	1910512.14	6255857.35	FENCE
529	1910507.14	6255847.15	FENCE
531	1910546.53	6255771.78	FENCE
532	1910549.24	6255783.52	FENCE
533	1910555.11	6255793.16	FENCE
534	1910564.19	6255799.36	FENCE
535	1910571.76	6255802.27	FENCE
536	1910586.99	6255801.84	FENCE
537	1910598.61	6255797.47	FENCE
538	1910612.23	6255786.84	FENCE
539	1910624.81	6255770.16	FENCE
540	1910643.57	6255729.68	FENCE
541	1910654.49	6255719.59	FENCE
542	1910672.98	6255693.38	FENCE
543	1910679.32	6255674.99	FENCE
544	1910690.78	6255658.82	FENCE
546	1910698.75	6255646.36	FENCE
547	1910690.48	6255640.94	FENCE
548	1910683.84	6255631.03	FENCE
551	1910686.98	6255629.80	FENCE
554	1910689.71	6255627.92	FENCE
556	1910683.39	6255628.69	FENCE
557	1910680.64	6255621.23	FENCE
559	1910671.60	6255611.78	FENCE
561	1910662.99	6255597.44	FENCE
562	1910662.87	6255594.67	FENCE
564	1910667.77	6255590.10	FENCE
565	1910669.66	6255589.01	FENCE
566	1910670.82	6255587.75	FENCE
567	1910672.09	6255586.06	FENCE
568	1910674.16	6255584.81	FENCE
569	1910675.24	6255583.34	FENCE
571	1910677.37	6255579.87	FENCE
572	1910677.78	6255577.49	FENCE
573	1910679.65	6255575.05	FENCE
574	1910682.19	6255575.55	FENCE
576	1910683.23	6255573.88	FENCE
577	1910685.39	6255569.65	FENCE
578	1910695.49	6255557.32	FENCE
580	1910700.54	6255558.99	FENCE
591	1910721.47	6255564.02	FENCE
595	1910731.12	6255564.17	FENCE
596	1910732.61	6255564.76	FENCE
597	1910734.06	6255564.30	FENCE
599	1910738.41	6255563.82	FENCE
602	1910745.47	6255563.81	FENCE



AS-BUILT INFORMATION		SPEC NO.	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 11 OF 15 SHEETS		WBS
MATERIALS	MANUFACTURER	04/12/2022			B-1752
PIPE (STORM DRAIN)	-			<small>APPROVED BY:</small> <i>Julie Adam</i> <small>FOR CITY ENGINEER</small> DATE: 04/13/2022 <small>PROJECT MANAGER</small> <small>CHECKED BY:</small> <i>Johnny Nguyen</i> <small>PROJECT ENGINEER</small>	
STORM DRAIN CLEAN OUTS	-				
CURB INLETS	-				
STORM DRAIN MANHOLES	-				
DISSIPATOR	-	<small>DESCRIPTION</small> <small>BY</small> <small>APPROVED</small> <small>DATE</small> <small>FILMED</small> ORIGINAL JAB/JM <i>Julie Adam</i> 04/13/22 KH/JP <i>Julie Adam</i> 05/18/22		<small>270-1689</small> <small>CCS27 COORDINATE</small> <small>1910-6249</small> <small>CCS83 COORDINATE</small>	
CATCH BASINS	-	<small>CONTRACTOR</small> <small>INSPECTOR</small>		<small>NTP DATE</small> <small>NOC DATE</small> 41494-11-D	

C-8

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
ADDITIONAL CONTROL POINT TABLES

ADDITIONAL CONTROL POINT TABLES

**EXISTING POTABLE WATER IRRIGATION DEMOLITION NOTES**

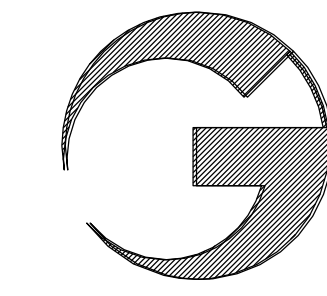
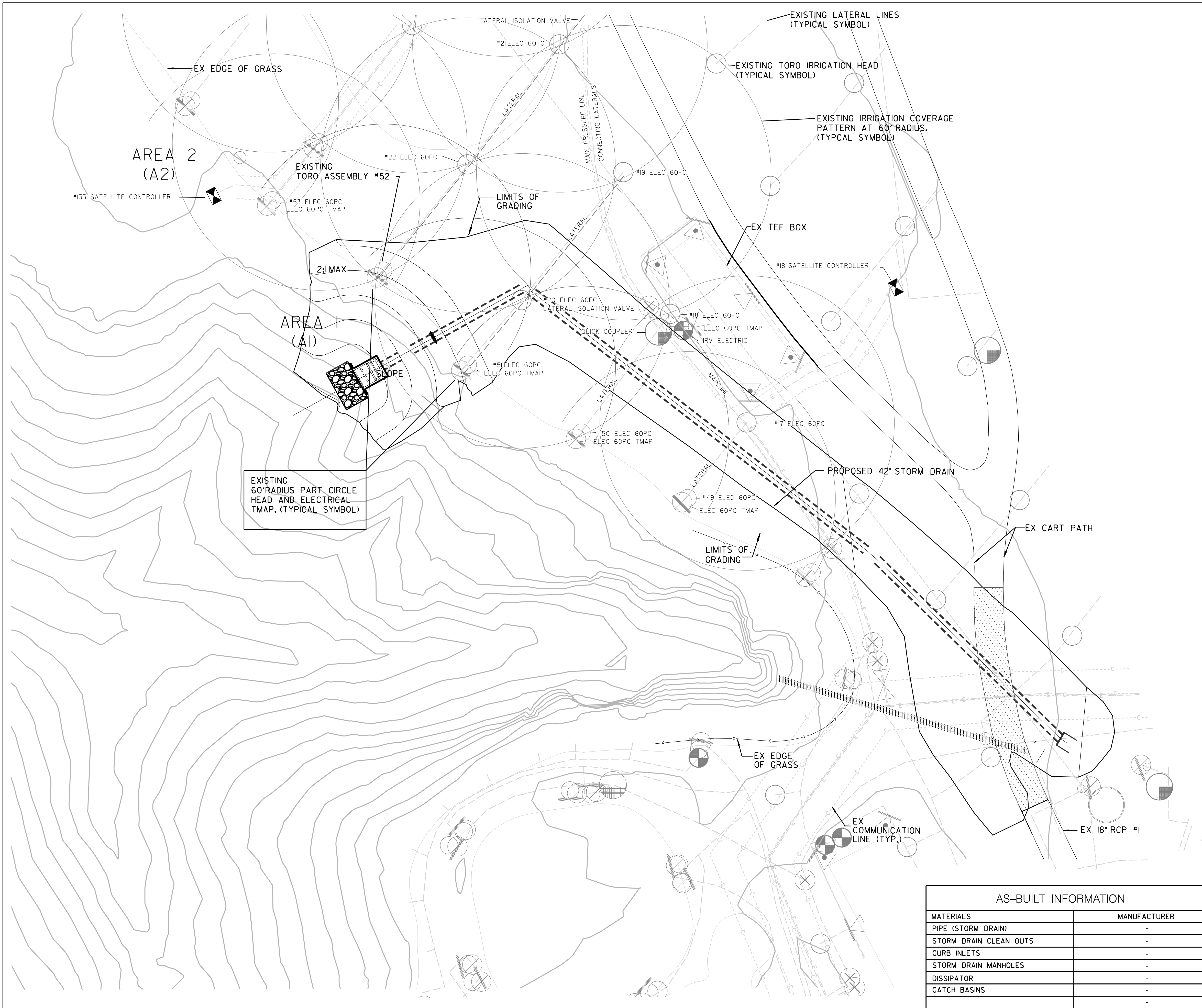
1. TWO TORO HEAD ASSEMBLIES ARE LOCATED WITHIN AREA OF SLOPE CONSTRUCTION, ADJUST AS NOTED ON PLANS AND AS APPROVED BY RESIDENT ENGINEER.

TORO HEAD ASSEMBLIES:  
 #51 ELECTRIC 60' RADIUS PART CIRCLE HEAD AND ELECTRICAL TMAP.  
 #52 ELECTRIC 60' RADIUS PART CIRCLE HEAD AND ELECTRICAL TMAP.

2. CONTRACTOR SHALL REPAIR AND REPLACE EXISTING GOLF COURSE IRRIGATION SYSTEM AFFECTED BY CONSTRUCTION.
3. REFER TO IRRIGATION PLAN, LEGEND AND NOTES FOR EQUIPMENT AND INSTALLATION OF GLOBE VALVE/QUICK COUPLER ASSEMBLY.

**GENERAL IRRIGATION NOTES**

1. IRRIGATION EQUIPMENT IS TO BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS OF THE LANDSCAPE STANDARDS MANUAL AND THE APPLICABLE STANDARDS AS OF THE APPROVED DATE OF THESE PLANS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIM OR HERSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS AND OTHER OBSTRUCTIONS. CONTRACTOR SHALL COORDINATE WORK WITH THE WORK OF OTHER TRADES FOR THE LOCATION AND THE INSTALLATION IRRIGATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING CONDITIONS ON SITE AND CONTACTING THE RESIDENT ENGINEER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING, RELOCATING AND READJUSTING IRRIGATION EQUIPMENT, CUTTING AND CAPPING OF EXISTING IRRIGATION PIPE.
5. PRIOR TO BIDDING THE PROJECT, THE CONTRACTOR BIDDING SHALL VERIFY ON-SITE THE WORK TO BE DONE AND THE LIMIT OF WORK LINE FOR THOSE AREAS.

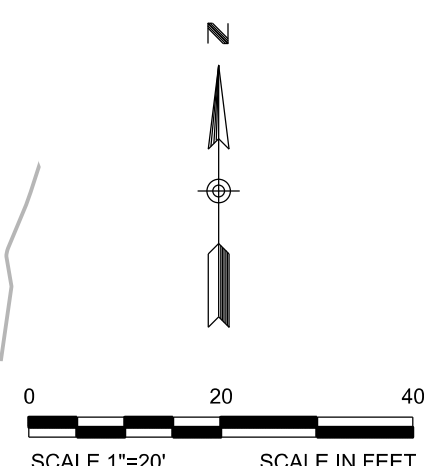


**Garbini & Garbini**  
 LANDSCAPE ARCHITECTURE  
 URBAN DESIGN

4142 ADAMS AVE., STE. 103 #621  
 SAN DIEGO, CALIFORNIA 92116  
 (619) 232-4747

L-1

**PLANS FOR THE CONSTRUCTION OF TORREY PINES GOLF COURSE STORM DRAIN REPAIR LANDSCAPE IRRIGATION DEMOLITION PLAN AND GENERAL IRRIGATION NOTES**



AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CONTRACTOR INSPECTOR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 12 OF 15 SHEETS		WBS
APPROVED BY: <i>Brian Vitelle</i> FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE: 04/13/2022 C73039 RCE#	SUBMITTED BY: JULIE ADAM PROJECT MANAGER
DESCRIPTION BY: JAB/JM	APPROVED: <i>Brian Vitelle</i>	DATE: 04/13/22
ORIGINAL	FILMED	270-1689 CCS27 COORDINATE
		1910-6249 CCS83 COORDINATE
	NTP DATE	41494-12-D
	NOC DATE	

IRRIGATION LEGEND - POTABLE WATER

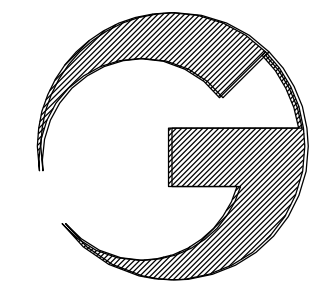
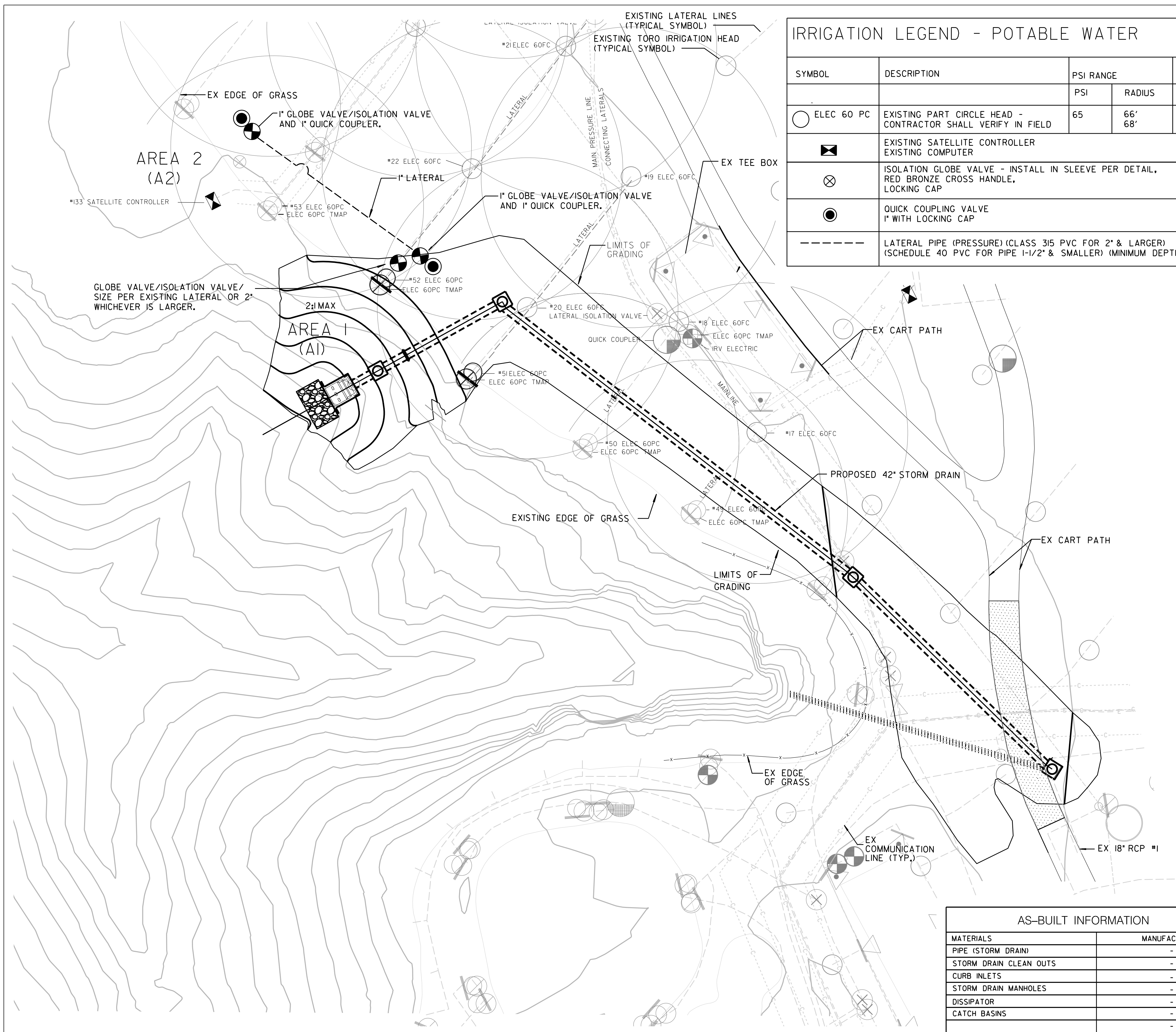
SYMBOL	DESCRIPTION	PSI RANGE		GALLONS PER HOUR	MANUFACTURER	MODEL	DETAIL	DRAWING NO.
		PSI	RADIUS	GALLONS PER MINUTE				
○	ELEC 60 PC EXISTING PART CIRCLE HEAD - CONTRACTOR SHALL VERIFY IN FIELD	65	66' 68'	22.9' 24.4'	TORO	INF35-336-26-7 INF34-336-2-7		
⊠	EXISTING SATELLITE CONTROLLER EXISTING COMPUTER				TORO TORO	#20I-XX-P-6-M-4 LYN #.LX-4-5-7		
⊗	ISOLATION GLOBE VALVE - INSTALL IN SLEEVE PER DETAIL, RED BRONZE CROSS HANDLE, LOCKING CAP				NIBCO NIBCO WEATHERMATIC	#T-2II-YK CROSS HANDLE #906-L	I-12 (2-1/2") I-13 (2")(I) I-32	SDRSD
●	QUICK COUPLING VALVE 1" WITH LOCKING CAP				RAINBIRD	#44LRC	I-05, I-13	SDRSD
---	LATERAL PIPE (PRESSURE) (CLASS 315 PVC FOR 2" & LARGER) (SCHEDULE 40 PVC FOR PIPE 1-1/2" & SMALLER) (MINIMUM DEPTH 18") - BURIED.				CRESLINE, PACIFIC PLASTICS OR APPROVED EQUAL		I-25	SDRSD

SUPPLEMENTAL WATER:

- A GLOBE VALVE / QUICK COUPLER ASSEMBLY WILL BE ADDED AT AREA 1 AND AREA 2 AS A SOURCE OF SUPPLEMENTAL WATER FOR ESTABLISHMENT PURPOSES.

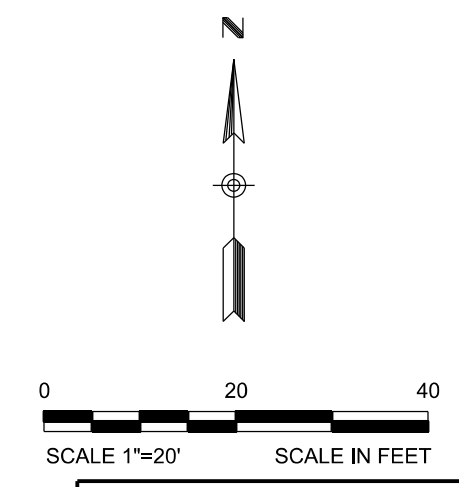
NOTES:

- AREA 1 (A1) = 3,526 S.F. PER ALDEN'S UPLAND HABITAT RESTORATION PLAN.
- AREA 2 (A2) = 4,894 S.F. PER ALDEN'S UPLAND HABITAT RESTORATION PLAN.



**Garbini & Garbini**  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN

4142 ADAMS AVE., STE. 103 #621  
SAN DIEGO, CALIFORNIA 92116  
(619) 232-4747



L-2

PLANS FOR THE CONSTRUCTION OF  
TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR  
LANDSCAPE  
IRRIGATION LEGEND AND PLAN

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

SPEC NO. 04/12/2022

CONTRACTOR INSPECTOR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 13 OF 15 SHEETS		WBS
APPROVED FOR CITY ENGINEER BRIAN VITELLE PRINT DCE NAME	DATE 04/13/2022 C73039 RCE#	SUBMITTED BY JULIE ADAM PROJECT MANAGER
DESCRIPTION ORIGINAL	BY JAB/JM	CHECKED BY JOHNNY NGUYEN PROJECT ENGINEER
APPROVED [Signature]	DATE 04/13/22	FILMED
		270-1689 CCS27 COORDINATE
		1910-6249 CCS83 COORDINATE
NTP DATE		41494-13-D
NOC DATE		

# SUMMARY/SCHEDULE: MAINTENANCE, MONITORING, REPORTING FOR PROJECT

REFER TO UPLAND HABITAT RESTORATION PLAN FOR THE TORREY PINES GOLF COURSE STORM DRAIN REPAIR PROJECT

## CONSTRUCTION

7.0 MONITORING PLAN	ACTIVITY FOR PROJECT RESTORATION ECOLOGIST	RESTORATION ECOLOGIST SITE VISIT FREQUENCY	SUBMITTALS/CHECKLIST	REPORTING FREQUENCY
7.1 INSTALLATION MONITORING	RESTORATION ECOLOGIST WILL MONITOR CONTRACTOR'S SITE PREPARATION AND INSTALLATION. (SEE RESTORATION PLAN)	DAILY- REFER TO TABLE 8 MONITORING SCHEDULE	AS-BUILT MAP AND LETTER PREPARED BY RESTORATION ECOLOGIST PRIOR TO 120-DAY PEP	AT SUCCESSFUL INSTALLATION (AS DETERMINED BY RESTORATION ECOLOGIST)
7.2 120-DAY PLANT ESTABLISHMENT PERIOD MONITORING	RESTORATION ECOLOGIST WILL MONITOR CONDITION OF INSTALLED CONTAINER STOCK AND DIRECT MAINTENANCE / REMEDIAL MEASURES. (SEE RESTORATION PLAN)	MONTHLY - REFER TO TABLE 8 MONITORING SCHEDULE	AS-BUILT REPORT PREPARED BY RESTORATION ECOLOGIST PRIOR TO 5-YEAR MAINTENANCE MONITORING	WITHIN 30 DAYS OF SUCCESSFUL COMPLETION OF THE PEP (AS DETERMINED BY THE RESTORATION ECOLOGIST)
<b>5-YEAR MAINTENANCE &amp; MONITORING</b>				
7.3 5-YEAR MAINTENANCE & MONITORING	RESTORATION ECOLOGIST WILL MONITOR MAINTENANCE CONDUCTED BY THE INSTALLATION AND MAINTENANCE CONTRACTOR(S). (SEE RESTORATION PLAN)	QUARTERLY - REFER TO TABLE 8 MONITORING SCHEDULE. ADDITIONAL VISITS MAY BE REQUIRED.	MONITORING MEMO PREPARED BY THE RESTORATION ECOLOGIST	FOLLOWING EACH MAINTENANCE & MONITORING VISIT BY RESTORATION ECOLOGIST.
7.4 ANNUAL MONITORING AND 7.5 ANNUAL REPORTS	RESTORATION ECOLOGIST WILL MONITOR SUCCESS OF THE RESTORATION EFFORT. (SEE RESTORATION PLAN)	ANNUAL - REFER TO TABLE 8 MONITORING SCHEDULE. ADDITIONAL VISITS MAY BE REQUIRED.	ANNUAL REPORTS WITH PERFORMANCE EVALUATION SECTION PREPARED BY RESTORATION ECOLOGIST	PREPARED AND SUBMITTED WITHIN 3 MONTHS OF THE ANNUAL MONITORING VISIT.

## GENERAL REVEGETATION NOTES

- THE 5 YEAR MAINTENANCE & MONITORING OF THIS PROJECT SHALL BE A SEPARATE CONTRACT WITH THE CITY OF SAN DIEGO.
- RESTORATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY SPECIFICATIONS UNDER THE DIRECTION OF THE RESIDENT ENGINEER AND RESTORATION ECOLOGIST.
- REFER TO THE UPLAND HABITAT RESTORATION PLAN FOR THE TORREY PINES GOLF COURSE STORM DRAIN REPAIR PROJECT AND SPECIFICATIONS FOR RESTORATION AND EROSION CONTROL WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES.
- THE UPPER EIGHT-INCHES OF TOPSOIL FROM THE SITE SHALL BE SALVAGED AS DIRECTED BY THE RESIDENT ENGINEER AND RESTORATION ECOLOGIST. RESTORATION ECOLOGIST SHALL ENSURE THAT SOIL SHALL BE STOCKPILED NO MORE THAN THREE FEET HIGH WITHIN THE LIMITS OF THE PROJECT WHENEVER POSSIBLE. BMPs, SILT FENCING, AND/OR COVER SHALL BE INSTALLED AROUND THE STOCKPILE TO PREVENT EROSION AND AS A BARRIER TO PRECLUDE ANY UNAUTHORIZED ACCESS, OR AS RECOMMENDED BY THE RESTORATION ECOLOGIST.
- PRIOR TO SEEDING AND PLANT INSTALLATION WORK, THE RESTORATION ECOLOGIST SHALL PROVIDE WRITTEN RECOMMENDATIONS TO THE RESIDENT ENGINEER AS TO THE SALVAGED SOIL RELOCATION, RE-COMPACTION (EG. MAX 75 PERCENT WITHIN TOP 8 INCHES), AND/OR PREPARATION FOR REVEGETATION PURPOSES TO BE DONE BY THE CONTRACTOR. IF TOPSOIL CANNOT BE SALVAGED, CLEAN AND WEEDFREE CLASS 'A' TOPSOIL WILL BE PROVIDED AND INSTALLED BY REVEGETATION CONTRACTOR.
- SHOULD TOPSOIL BE REQUIRED, TOPSOIL SHALL BE APPROVED FOR USE BY THE RESIDENT ENGINEER AND RESTORATION ECOLOGIST.
- AS DIRECTED BY THE RESTORATION ECOLOGIST, THE REVEGETATION CONTRACTOR SHALL PROVIDE A SOILS TEST FOR STOCKPILED AND/OR IMPORT SOIL A MINIMUM OF 4 WEEKS BEFORE HYDROSEEDING AND PLANT OPERATIONS BEGIN. RESULTS AND TESTING LAB RECOMMENDATIONS SHALL BE SUBMITTED TO AND APPROVED BY THE RESTORATION ECOLOGIST AND RESIDENT ENGINEER PRIOR TO PLANTING.
- EXISTING PLANT MATERIAL SHALL BE PROTECTED IN PLACE IN AREAS IMMEDIATELY OUTSIDE OF THE LIMIT OF WORK. ALL PLANT MATERIAL DAMAGED BY CONSTRUCTION SHALL BE REPLACED AS FOLLOWS:
  - NATIVE VEGETATION DAMAGED DURING CONSTRUCTION BEYOND THE LIMIT OF WORK LINE SHALL BE PLANTED WITH THE SAME SPECIES OF PLANT BY THE CONTRACTOR. REPLACEMENT SHALL BE A MINIMUM OF 1 GALLON. SIZE SHALL BE DEPENDENT ON THE SPECIES OF PLANT. SIZE AND QUANTITY OF PLANT MATERIAL SHALL BE DETERMINED BY THE RESTORATION ECOLOGIST.
- LIMITS OF PLANTING SHALL BE APPROVED BY THE RESTORATION ECOLOGIST AND RESIDENT ENGINEER PRIOR TO PLANTING WORK. SEE SPECIAL PROVISION SPECIFICATIONS.
- ALL PLANT MATERIAL INCLUDING SEED SHALL BE APPROVED BY THE RESTORATION ECOLOGIST AT THE PROJECT SITE PRIOR TO PLANTING.
- FINISH SOIL SHALL BE 3" BELOW TOP OF CONCRETE IMPROVEMENTS IN ALL PLANTING AREAS.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND STRUCTURES. LANDSCAPE AREA SHALL BE FINISH GRADED AT A MINIMUM OF 2%.
- FOR ANY ENVIRONMENTALLY SENSITIVE AREAS "DO NOT DISTURB". NOTIFY THE RESIDENT ENGINEER 48 HOURS PRIOR TO ALL CONSTRUCTION ACTIVITIES WITHIN 250 FEET OF SENSITIVE ENVIRONMENTAL AREAS.
- REFER TO SUCCESS CRITERIA FOR SEED MIX AND CONTAINER PLANTS IN RESTORATION PLAN (ALDEN), LEGENDS AND TABLE ON PLANS ARE SHOWN FOR CONVENIENCE. THE RESTORATION ECOLOGIST MAY APPROVE LESSER % COVERAGE BASED ON SITE CONDITIONS.
- RESTORATION OF MANUFACTURED SLOPES AND OTHER DISTURBED AREAS ADJACENT TO AREAS OF NATIVE VEGETATION SHALL BE ACCOMPLISHED IN A MANNER SO AS TO PROVIDE VISUAL AND HORTICULTURAL COMPATIBILITY WITH THE INDIGENOUS NATIVE PLANT MATERIALS.
- INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED AND SHALL BE ERADICATED AND REMOVED BY CONTRACTOR AND NATIVE PLANT SPECIES SHALL BE USED IN NATURALIZED AREAS.
- RESTORATION AND EROSION CONTROL TIMING- ALL REQUIRED RESTORATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE. WORK SHALL BE COORDINATED WITH THE RESIDENT ENGINEER AND THE RESTORATION ECOLOGIST.
- AS DIRECTED AND APPROVED BY THE RESTORATION ECOLOGIST, ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL BLANKET OR OTHER SLOPE PROTECTION METHODS PROVIDED BY THE REVEGETATION CONTRACTOR PRIOR TO THE INSTALLATION OF THE PLANTING, OR IN THE EVENT OF SLOPE OR RESTORATION FAILURE.
- AS DIRECTED BY THE RESTORATION ECOLOGIST AND RESIDENT ENGINEER, ALL MULCH GROUND COVER USED SHALL BE CREATED FROM ONSITE VEGETATION, IF FEASIBLE AND SHALL BE CLEAN, FREE FROM WEEDS, SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER, AS APPLICABLE.
- REVEGETATION CONTRACTOR(S) SHALL CORRECT ALL SOIL EROSION, AND SHALL REPAIR AND/OR REPLACE ALL ABOVE GROUND EROSION CONTROL BMPs DAMAGED DURING THE 120 DAY PEP AND THROUGHOUT THE 5 YEAR MAINTENANCE & MONITORING PERIOD.
- ANY ABOVE GRADE EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, FIBER ROLLS AND/OR HAY BALES SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING ACCEPTANCE OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD BY THE RESTORATION ECOLOGIST AND CITY. ALL HAY/STRAW PRODUCTS SHALL BE UN-DECAING, CLEAN AND FREE OF WEED SEEDS AND DEBRIS.
- REPLACEMENT OF ORNAMENTALS (IN KIND) SHALL BE MONITORED AND MAINTAINED FOR A PERIOD OF NO LESS THAN 90 DAYS TO ENSURE SUCCESSFUL ESTABLISHMENT OF PLANTINGS PER CONTRACT SPECIFICATIONS.
- ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AND MAINTAINED BY CONTRACTOR AT THE TIME OF INSTALLATION OF ALL PLANT MATERIALS THROUGH THE 120 DAY PEP, AND UNTIL THE END OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD. FOLLOWING ACCEPTANCE OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD BY THE CITY REPRESENTATIVE AND RESTORATION ECOLOGIST, THE CONTRACTOR SHALL REMOVE ALL ORANGE FENCING.
- CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE RESTORATION SITE PRIOR TO AND FOLLOWING THE INSTALLATION, AND UNTIL THE END OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD.
- CONTRACTOR TO COORDINATE WITH THE CITY OF SAN DIEGO THE SALVAGE OF ANY EXISTING IRRIGATION EQUIPMENT.

## SEED MIXES

- FOR SEED MIX REFER TO TABLE 2 IN THE HABITAT RESTORATION PLAN AND DUPLICATED ON PLANS. ALL SEEDS SHALL ORIGINATE FROM WITHIN THE PROJECT VICINITY (EG. 10 MILES RADIUS) OR REVEGETATION CONTRACTOR TO PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE RESTORATION ECOLOGIST AND RESIDENT ENGINEER FOR ALTERNATIVE COMPLIANCE. REVEGETATION CONTRACTOR SHALL RETAIN AND SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED TO THE RESTORATION ECOLOGIST PRIOR TO APPLICATION.

## HYDROSEEDING PROCEDURES

- HYDROSEEDING SHALL BE COMPLETED PER SPECIFICATIONS WITHIN NINETY (90) CALENDAR DAYS OF THE COMPLETION OF FINAL GRADING.
- SEEDING SHALL OCCUR ONLY AFTER THE RESTORATION ECOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
- REFER TO HYDROSEED NOTES IN RESTORATION PLAN (ALDEN) AND ON PLANS. HYDROSEEDING SHALL BE MONITORED BY THE RESTORATION ECOLOGIST.
- FOR SLURRY COMPONENTS MULCH AND FERTILIZERS SEE TABLE 3.
- A HYDROSEED SLURRY WILL BE EVENLY APPLIED IN TWO STAGES SUCH THAT AN EVEN, HOMOGENEOUS DISTRIBUTION IS MADE IN EACH AREA. THE FIRST STAGE WILL INCLUDE THE SEED, A SMALL AMOUNT OF FIBER MULCH, AND DYE. THIS APPLICATION WILL HELP ENSURE THAT MAXIMUM SEED/SOIL CONTACT IS MADE. A SECOND LAYER WILL BE APPLIED IMMEDIATELY FOLLOWING THE FIRST. THE SECOND LAYER WILL INCLUDE ADDITIONAL FIBER MULCH, DYE AND A TACKIFIER. THE TACKIFIER WILL SERVE TO HELP BIND SEED AND SOIL UNTIL GERMINATION. HYDROSEED SPECIFICATIONS ARE PRESENTED IN TABLE 3.
- HAND SEEDING MAY BE CONDUCTED IN FOCUSED AREAS TO HELP ENSURE TARGETED APPLICATION OF SEED. AREAS NOT TREATED WITH THE HYDROSEED SLURRY WILL BE HAND SEEDING FOLLOWING HYDROSEEDING TO MAKE SURE ALL AREAS ARE SEEDING. THESE AREAS WILL BE DETERMINED AT THE TIME OF SEEDING AND WILL INCLUDE AREAS WHERE HYDROSEEDING MAY NOT BE POSSIBLE, WHERE EXISTING NATIVE PLANTS PLANTS MAY BE NEGATIVELY AFFECTED BY THE HYDROSEED SLURRY, OR WHERE IT IS THOUGHT THAT CERTAIN SPECIES MAY BE APPROPRIATE IN SMALL AREAS. SEED OF DIFFERENT SPECIES WILL ONLY BE MIXED WHEN THEY ARE TO BE APPLIED TO THE SAME LOCATION. INDIVIDUAL SPECIES MAY BE SEEDING SEPARATELY AS DIRECTED BY THE PROJECT RESTORATION ECOLOGIST. HAND BROADCASTERS WILL BE USED TO HELP ENSURE A CONSISTENT APPLICATION OF SEED. AN INERT CARRIER (SAND, SAWDUST) MAY ALSO BE MIXED WITH THE SEED TO HELP MAINTAIN CONSISTENCY. SEEDING WILL NOT BE CONDUCTED DURING WINDY CONDITIONS. SEED WILL BE RAKED INTO SOIL AFTER APPLICATION TO HELP INCREASE SEED/SOIL CONTACT.
- EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

## CONTAINER PLANTS

- IN ADDITION TO SEED, NATIVE CONTAINER STOCK WILL BE PLANTED IN THE RESTORATION AREA. A LIST OF CONTAINER STOCK SPECIES FOR THE RESTORATION AREA IS PROVIDED IN TABLE 4. THE CONTAINER STOCK WILL BE SOURCED FROM WITHIN A 25-MILE RADIUS OF THE PROJECT SITE. IF CONTAINER STOCK IS UNAVAILABLE FROM THE PROJECT VICINITY, THE RESTORATION ECOLOGIST MAY SUBSTITUTE SPECIES AS NECESSARY. THE SOURCE AND PROOF FOR ALL PLANT MATERIAL WILL BE PROVIDED. ALL CONTAINER STOCK WILL BE INSPECTED AND APPROVED BY THE RESTORATION ECOLOGIST PRIOR TO BEING INSTALLED.

## SUCCESS CRITERIA (CONSTRUCTION)

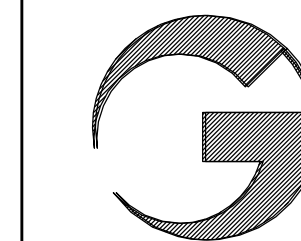
NO EROSION AND BMP'S ARE IN GOOD CONDITION.

END OF 120-DAY PLANT ESTABLISHMENT PERIOD:  
100% SURVIVAL OF CONTAINER PLANTS

## SUCCESS CRITERIA (5-YEAR MAINTENANCE & MONITORING)

END OF EACH YEAR: NO LESS THAN 80% SURVIVAL OF THE INITIAL CONTAINER PLANTS (UNLESS THEIR FUNCTION HAS BEEN REPLACED BY NATURAL RECRUITMENT AS DETERMINED BY RESTORATION ECOLOGIST).

NATIVE SPECIES RICHNESS: REFER TO PERFORMANCE STANDARDS SECTION 6.0 OF PROJECT RESTORATION PLAN (ALDEN).



**Garbini & Garbini**  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN

4142 ADAMS AVE., STE. 103 #621  
SAN DIEGO, CALIFORNIA 92116  
(619) 232-4747

## APPLICATION OF SUPPLEMENTAL WATER

UNDER THE DIRECTION OF THE RESIDENT ENGINEER AND RESTORATION ECOLOGIST, SUPPLEMENTAL WATER WILL BE APPLIED AS FOLLOWS:

- HYDROSEED AND/OR CONTAINER PLANTS SHOULD BE PLANTED BETWEEN OCTOBER 1 AND FEBRUARY 15 DURING RAINY SEASON.
- SUPPLEMENTAL WATER SHALL BE PROVIDED BY THE REVEGETATION CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE AMOUNT OF SUPPLEMENTAL WATER MUST BE ADJUSTED WHEN WARRANTED BY SITE CONDITIONS. RESTORATION ECOLOGIST AND REVEGETATION CONTRACTOR SHALL MONITOR THE SITE TO DETERMINE SUCCESS AND IF ANY ADDITIONAL MEASURES ARE REQUIRED FOR ESTABLISHMENT OF PLANTS.
- SUPPLEMENTAL WATER SHALL BE APPLIED IN A MANNER THAT AVOIDS RUNOFF, SEEPAGE, AND OVERWATERING.
- THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF THE SOIL.
- WATER SHALL BE APPLIED TO WATER SUFFICIENTLY AND UNIFORMLY AND SHALL BE APPROPRIATE TO THE NEEDS OF THE PLANT MATERIALS.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET AREAS, STANDING WATER, AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED.

## MAINTENANCE REQUIREMENTS

- THE 120-DAY PLANT ESTABLISHMENT PERIOD IS PART OF THE CONSTRUCTION CONTRACT.
- THE RESIDENT ENGINEER IN CONSULTATION WITH THE RESTORATION ECOLOGIST DETERMINES THE END OF THE 120-DAY PEP AND START OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD.
- AS A SEPARATE CONTRACT, THE 5-YEAR MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE BY RESIDENT ENGINEER AND RESTORATION ECOLOGIST OF THE 120-DAY PEP.
- RESTORATION AREAS SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 5 YEARS OR AS DETERMINED BY THE RESIDENT ENGINEER AND RESTORATION ECOLOGIST. ALL RESTORATION AREAS SHALL BE MAINTAINED BY THE REVEGETATION CONTRACTOR UNTIL FINAL APPROVAL BY THE CITY.
- THE RESIDENT ENGINEER IN CONSULTATION WITH THE RESTORATION ECOLOGIST DETERMINE THE START OF THE 5-YEAR MAINTENANCE & MONITORING PERIOD AND ACCEPTANCE OF THE 5-YEAR MAINTENANCE PERIOD. PRIOR TO FINAL APPROVAL, THE RESTORATION ECOLOGIST AND RESIDENT ENGINEER MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION, REPLANTING, THE PROVISION OF MODIFICATION OF SUPPLEMENTAL WATER AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE RESTORATION ECOLOGIST. THE 5-YEAR MAINTENANCE AND MONITORING PERIOD MAY BE EXTENDED AT THE DETERMINATION OF THE RESTORATION ECOLOGIST AND THE RESIDENT ENGINEER.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE DONE REGULARLY BY REVEGETATION CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BIWEEKLY UNTIL THE END OF THE 120-DAY PEP, AND MONTHLY THROUGHOUT THE 5-YEAR MAINTENANCE PERIOD. WEEDS SHALL BE PROPERLY DISPOSED OF OFFSITE. CONTRACTOR SHALL OBTAIN APPROVAL FROM RESIDENT ENGINEER AND RESTORATION ECOLOGIST PRIOR TO HERBICIDE/PESTICIDE APPLICATION, AND SHALL APPLY HERBICIDE/PESTICIDE PER MANUFACTURER'S RECOMMENDATION AND ANY STATE OF CALIFORNIA GUIDELINES. CONTRACTOR MUST POSSESS A VALID STATE PESTICIDE AND/OR HERBICIDE LICENSE AT ALL TIMES.
- REVEGETATION CONTRACTOR SHALL CONTROL WEEDS AS IDENTIFIED BY THE RESTORATION ECOLOGIST SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT, AND BEFORE THEY SET SEED. AREAS WHERE WEEDING CREATES AN EXCESS OF 25 SQUARE FEET OF BARE SOIL SHALL BE REPLANTED AND MAINTAINED BY CONTRACTOR.
- IN AREAS WHERE NON-NATIVE GRASSLANDS (NNG) HAVE BEEN DISTURBED, ALL COVERAGE REQUIREMENTS CAN BE ACHIEVED BY ESTABLISHMENT OF NATIVE OR NON-NATIVE GRASSES OR FORBS THAT 1) ARE NOT LISTED IN THE CITY OF SAN DIEGO LANDSCAPE GUIDELINES AS INVASIVE PLANT SPECIES AND 2) ARE NOT RATED BY THE CALIFORNIA INVASIVE PLANT COUNCIL (CAL-IPC) AS HIGHLY INVASIVE.

L-3

## PLANS FOR THE CONSTRUCTION OF TORREY PINES GOLF COURSE STORM DRAIN REPAIR LANDSCAPE REVEGETATION PLANTING NOTES

SPEC NO. 04/12/2022		CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 14 OF 15 SHEETS		WBS		
<b>AS-BUILT INFORMATION</b>		APPROVED: <i>Brian Velle</i> 04/13/2022 FOR CITY ENGINEER DATE BRIAN VELLE C73039 PRINT DCE NAME RCE#		SUBMITTED BY: JULIE ADAM PROJECT MANAGER CHECKED BY: JOHNNY NGUYEN PROJECT ENGINEER		
MATERIALS	MANUFACTURER	DESCRIPTION	BY	APPROVED	DATE	FILMED
PIPE (STORM DRAIN)	-	ORIGINAL	JAB/JM	<i>B. Velle</i>	04/13/22	
STORM DRAIN CLEAN OUTS	-					
CURB INLETS	-					
STORM DRAIN MANHOLES	-					
DISSIPATOR	-					
CATCH BASINS	-					
CONTRACTOR INSPECTOR		NTP DATE		NOC DATE		41494-14-D

REVEGETATION PLANTING NOTES

**TABLE 4 – SOUTHERN MARITIME CHAPARRAL CONTAINER STOCK SPECIES**

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	DETAIL	SHEET
NUTTALL'S SCRUB OAK	QUERCUS DUMOSA	10	1 GALLON	SDL-102	SDRSD
CHAMISE	ADENOSTOMA FASCICULATUM VAR. FASCICULATUM	40	1 GALLON	SDL-102	SDRSD
COASTAL PRICKLY PEAR	OPUNTIA LITTORALIS	10	1 GALLON	SDL-102	SDRSD
COYOTE BRUSH	BACCHARIS PILULARIS CONSANGUINEA	30	1 GALLON	SDL-102	SDRSD
MISSION MANZANITA	XYLOCOCCUS BICOLOR	10	1 GALLON	SDL-102	SDRSD
SAN DIEGO NEEDLEGRASS	STIPA LEPIDA	40	1 GALLON	SDL-102	SDRSD
CALIFORNIA SAGE BRUSH	ARTEMISIA CALIFORNICA	40	1 GALLON	SDL-102	SDRSD
CALIFORNIA BUCKWHEAT	ERIOGONUM FASCICULATUM	20	1 GALLON	SDL-102	SDRSD
		<b>SUBTOTAL</b>	<b>200</b>		

**TABLE 2 SOUTHERN MARITIME CHAPARRAL SEED MIX**

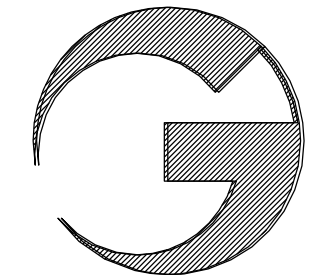
COMMON NAME	BOTANICAL NAME	POUNDS/ACRE
BLACK SAGE	*SALVIA MELLIFERA*	3.0
BLUE-EYED GRASS	*SISYRINCHIUM BELLUM*	3.0
CALIFORNIA EVERLASTING	*PSEUDOGNAPHALIUM CALIFORNICUM*	3.0
CALIFORNIA SAGE BRUSH	*ARTEMISIA CALIFORNICA*	3.0
COYOTE BRUSH	*BACCHARIS PILULARIS CONSANGUINEA*	5.0
DEERWEED	*ACMISPON GLABER*	2.0
DOT-SEED PLANTAIN	*PLANTAGO ERECTA*	3.0
FASCICLED TARWEED	*DEINANDRA FASCICULATA*	3.0
FLAT-TOP BUCKWHEAT	*ERIOGONUM FASCICULATUM*	4.0
GOLDEN YARROW	*ERIOPHYLLUM CONFERTIFLORUM*	3.0
GOLDFIELDS	*LASTHENIA CALIFORNICA*	2.0
PURPLE NEEDLEGRASS	*STIPA PULCHRA*	10.0
		<b>SUBTOTAL:</b>

**TABLE 3 – HYDROSEED APPLICATION SPECIFICATIONS**

MATERIAL	FIRST APPLICATION	SECOND APPLICATION
SEED	PER TABLE 2	N/A
LONG FIBER WOOD MULCH	500 LBS/ACRE	1,000 LBS/ACRE
DYE	AS NECESSARY	AS NECESSARY
TACKIFIER	N/A	90 LBS/ACRE
WATER	SUFFICIENT TO MAINTAIN SLURRY	SUFFICIENT TO MAINTAIN SLURRY

**NOTES**

1. AREA 1(A1) = 3,526 S.F. PER ALDEN'S UPLAND HABITAT RESTORATION PLAN.
2. AREA 2 (A2) = 4,894 S.F. PER ALDEN'S UPLAND HABITAT RESTORATION PLAN.
3. THE EXISTING MATURE PLANTING AFFECTED BY THIS WORK IS LOCATED IMMEDIATELY ADJACENT TO THE PROPOSED STORM DRAIN. EXISTING PLANT MATERIAL SHALL BE PROTECTED IN PLACE WHERE FEASIBLE AND REPLACED IN-KIND. THE PLANS SPECIFY PLANTING OF BUCKWHEAT, LEMONADE BERRY, AND LAUREL SUMAC IN THE GENERAL AREA OF EXISTING PLANTING.
4. EXISTING ICEPLANT ON STEEP SLOPES SHOULD BE REMOVED UNDER THE DIRECTION OF THE PROJECT BIOLOGIST AND NOT REPLACED. ITS HEAVY WEIGHT ON STEEP SLOPES DOES NOT CONTRIBUTE TO STABILIZATION OF STEEP SLOPES.



**Garbini & Garbini**  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN

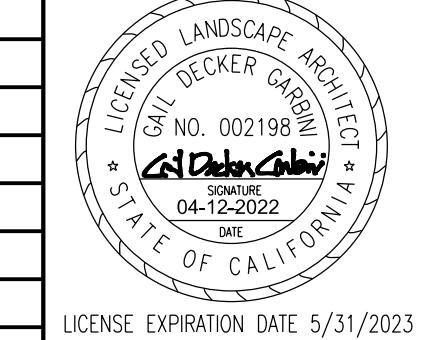
4142 ADAMS AVE., STE. 103 #621  
SAN DIEGO, CALIFORNIA 92116  
(619) 232-4747

L-4

**PLANS FOR THE CONSTRUCTION OF TORREY PINES GOLF COURSE STORM DRAIN REPAIR LANDSCAPE REVEGETATION PLANTING LEGEND AND PLAN**

SCALE 1"=20'  
SCALE IN FEET

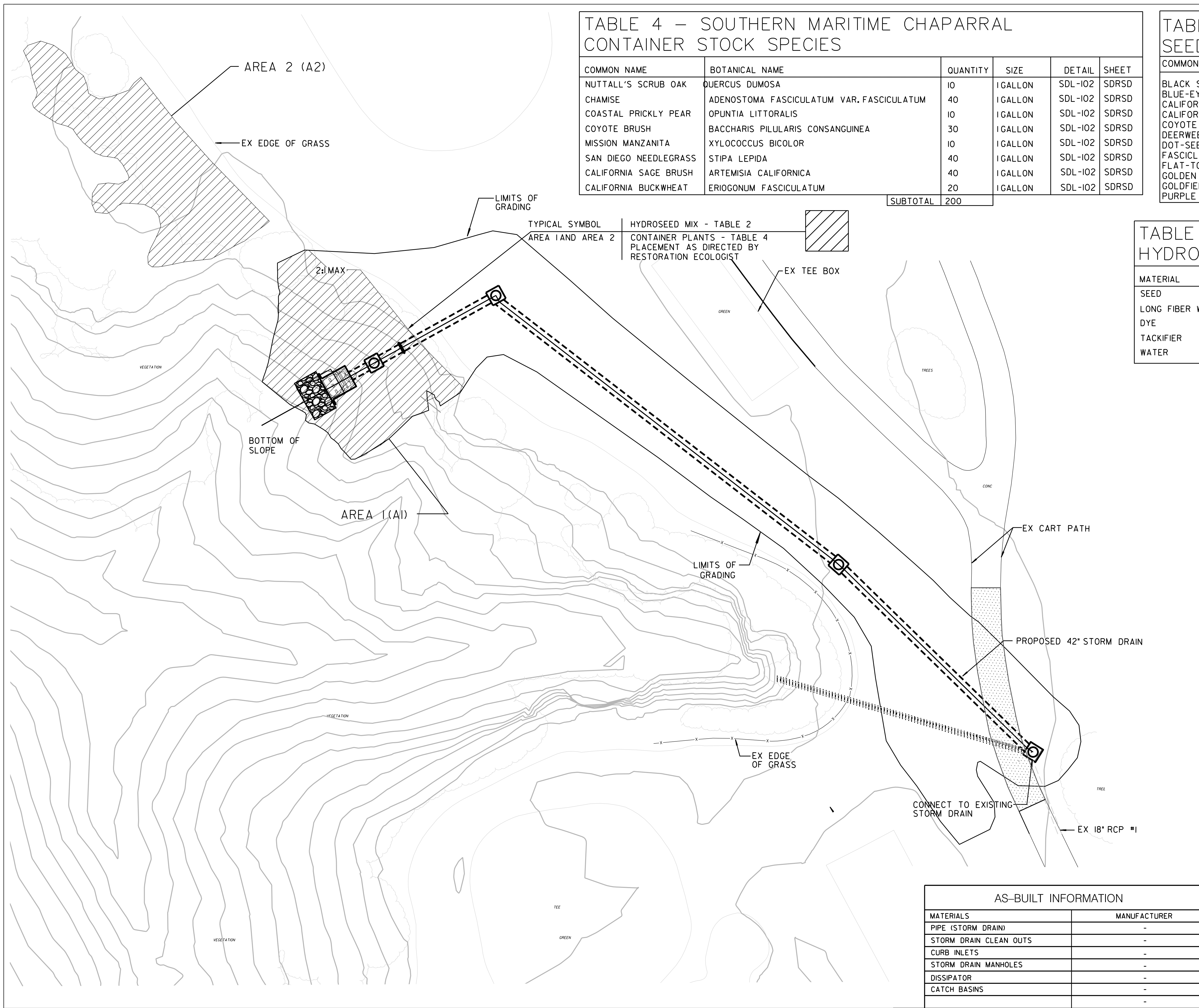
SPEC NO. 04/12/2022



CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
SHEET 15 OF 15 SHEETS

APPROVED FOR CITY ENGINEER	DATE	SUBMITTED BY
BRIAN VITELLE	04/13/2022	JULIE ADAM
PRINT DCE NAME	PROJECT NO.	PROJECT MANAGER
	C73039	
	RCE#	CHECKED BY
		JOHNNY NGUYEN
DESCRIPTION	BY	APPROVED
ORIGINAL	JAB/JM	
		DATE
		04/13/22
		FILMED
		270-1689
		CCS27 COORDINATE
		1910-6249
		CCS63 COORDINATE
CONTRACTOR	NTP DATE	
INSPECTOR	NOC DATE	
		41494-15-D

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-



## **EXHIBIT P**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

**Photo 1**



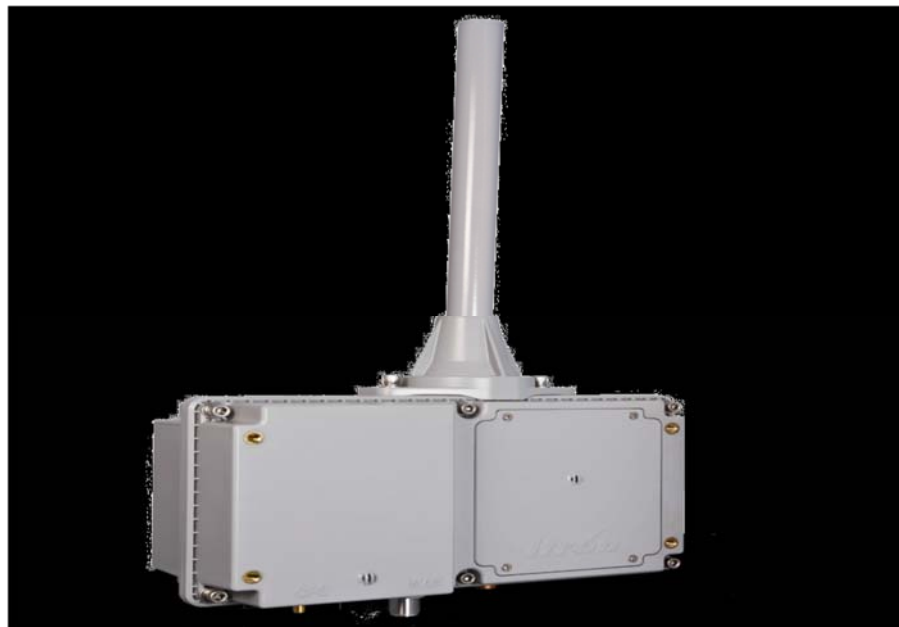
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



---

Network Devices, see Photo 3:

**Photo 3**





AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

**Photo 4**



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

**The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document**

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

**Photo 5**

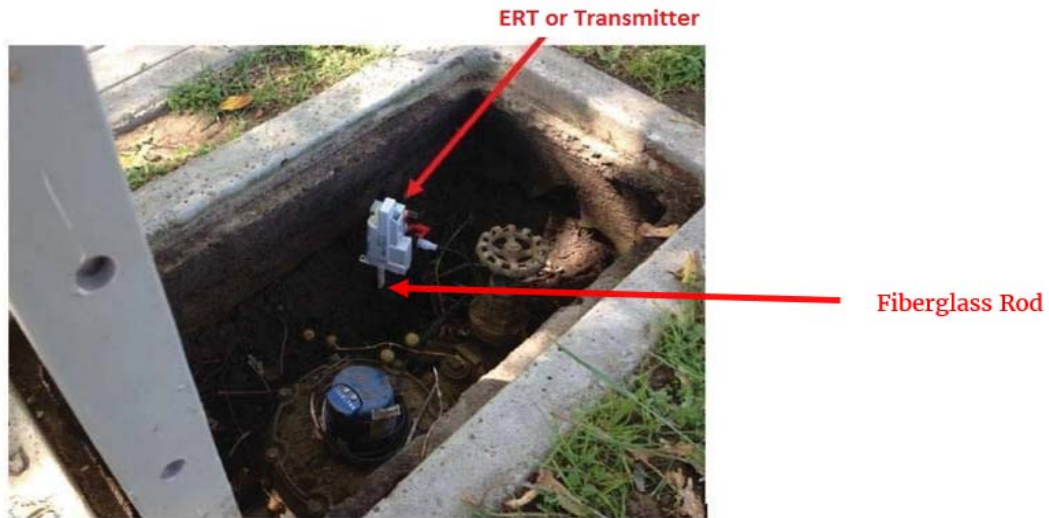


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



**You are responsible when working in and around meter boxes.** If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

**EXHIBIT Q**

**MITIGATED NEGATIVE DECLARATION**



THE CITY OF SAN DIEGO

# MITIGATED NEGATIVE DECLARATION

Project No. 641683  
SCH No. 2019089111

**SUBJECT: Torrey Pines Golf Course Storm Drain Repair:** A SITE DEVELOPMENT PERMIT (SDP) and COASTAL DEVELOPMENT PERMIT (CDP) to allow for the replacement of a failing 18-inch diameter reinforced concrete pipe (RCP) storm drain with a new 42-inch diameter RCP segment at the North Course of the Torrey Pines Golf Course. The existing 18-inch RCP storm drain pipe would be removed and a new 360 foot segment of a 42-inch RCP would be installed. The site is located in the OP-1-1 zone, the Coastal Overlay Zone (Coastal Commission Jurisdiction), the Coastal Height Limit Overlay Zone, the Beach Impact Area of the Parking Impact Overlay Zone, the Campus Impact Area of the Parking Impact Overlay Zone, the Residential Tandem Parking Overlay Zone, the University Community Plan area, and lies between the First Public Roadway and the shoreline. (LEGAL DESCRIPTION MM 0036 Pueblo Lands Lot 1331\* 252.74AC M/L in Lots 1325, 1326, & 1330 & IN) APPLICANT: City of San Diego Public Works Department.

I. PROJECT DESCRIPTION:

See attached Initial Study.

II. ENVIRONMENTAL SETTING:

See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following area(s): **Historical Resources (Archaeological)** and **Tribal Cultural Resources**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

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

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<https://www.sandiego.gov/development-services/forms-publications/design-guidelines-templates>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

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

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

***Qualified Archaeologist and Native American Monitor***

**Note:**

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

**2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) #641583 and/or Environmental Document #641583, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (i.e., MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e., to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.).

**Note:**

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

**3. OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

***Coastal Development Permit from the California Coastal Commission***

**4. MONITORING EXHIBITS**

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

**NOTE:**

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

**5. OTHER SUBMITTALS AND INSPECTIONS:**

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



<b>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</b>		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to Preconstruction Meeting
Cultural Resources (Archaeology)	Monitoring Report(s)	Archaeological/Historic Site Observation
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

**C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS**

**ARCHAEOLOGICAL MONITORING PROGRAM and TRIBAL CULTURAL RESOURCES MITIGATION**

**I. Prior to Permit Issuance**

**A. Entitlements Plan Check**

1. Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits or a Notice to Proceed for Subdivisions, but prior to the first pre-construction meeting, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

**B. Letters of Qualification have been submitted to ADD**

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

**II. Prior to Start of Construction**

**A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site specific records search (0.25-mile radius) has been completed. Verification includes but is not limited to, a copy of a

- confirmation letter from South Coastal Information Center, or if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 0.25-mile radius.

B. PI Shall Attend Pre-Construction Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Pre-Construction Meeting that shall include the PI; Native American consultant/monitor (where Native American resources may be impacted); Construction Manager (CM) and/or Grading Contractor; Resident Engineer (RE); Building Inspector (BI), if appropriate; and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Pre-Construction Meeting to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Pre-Construction Meeting, the Applicant shall schedule a focused Pre-Construction Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
3. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information, such as review of final construction documents that indicate site conditions such as depth of excavation and/or site graded to bedrock, which may reduce or increase the potential for resources to be present.

### III. During Construction

A. Monitor(s) Shall be Present During Grading/Excavation/Trenching

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

**circumstances, OSHA safety requirements may necessitate modification of the AME.**

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Sections III.B-C and IV.A-D shall commence.
  3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSRs shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
  4. No soil shall be exported off site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered, shall evaluate the significance of the resource. If human remains are involved, the PI and Native American consultant/monitor shall follow protocol in this section.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) that has been reviewed by the Native American consultant/monitor, and obtain written approval from MMC. Impacts to significant resources must be mitigated before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**

- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

#### IV. **Discovery of Human Remains**

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

##### A. Notification

1. The Archaeological Monitor shall notify the RE or BI, as appropriate, the MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

##### B. Isolate Discovery Site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenance of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenance.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

##### C. If Human Remains are determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources, and Health and Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative for the treatment or disposition with proper dignity of the human remains and associated grave goods.
5. Disposition of Native American human remains will be determined between the MLD and the PI and if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission; or
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
  - c. In order to protect these sites, the Landowner shall do one or more of the following:
    - (1) Record the site with the NAHC
    - (2) Record an open space or conservation easement on the site

- (3) Record a document with the County
- d. Upon the discovery of multiple Native American human remains during a ground-disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5(c).
- D. If Human Remains are **NOT** Native American
  - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
  - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

## V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract, the following will occur:
  - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting.
  - 2. The following procedures shall be followed:
    - a. No Discoveries
 

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8 a.m. of the next business day.
    - b. Discoveries
 

All discoveries shall be processed and documented using the existing procedures detailed in Sections III, During Construction, and IV, Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries
 

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III, During Construction, and IV, Discovery of Human Remains, shall be followed.
    - d. The PI shall immediately contact MMC, or by 8 a.m. of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction:
  - 1. The Construction Manager shall notify the RE or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described previously shall apply, as appropriate.

## VI. Post Construction

### A. Preparation and Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) that describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe resulting from delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
  - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

### B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued.
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
3. The cost for curation is the responsibility of the property owner.

### C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
3. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were

taken to ensure no further disturbance occurs in accordance with Section IV(5),  
Discovery of Human Remains.

D. Final Monitoring Report(s)

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

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

State of California

State Clearinghouse (46A)  
Coastal Commission, San Diego District (47)  
California State Parks (476)

City of San Diego

Councilmember Bry - District 1  
Mayor's Office  
City Attorney's Office (MS 59)  
Development Services (501)  
    Jeff Szymanski, EAS  
    Tim Daly, Project Management  
    Hoss Florezabihi, Engineering  
Planning/MSCP  
    Kristy Forburger  
Public Works: Engineering and Capital Projects (908A)  
    Julie Adam  
    Brian Vitelle  
    James Arnhart  
    Jerry Jakubauskas  
    Megan Hickey

Facilities Financing, Tom Tomlinson (93B)  
Library Dept. - Government Documents (81)  
San Diego Central Library (81 A)  
North University City Branch Library (81JJJ)

Other Organizations and Interested Parties

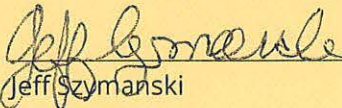
University City Community Planning Group (480)  
University City Community Association (486)  
Historical Resources Board (87)  
Carmen Lucas (206)  
South Coastal Information Center (210)  
San Diego Archaeological Center (212)  
Save Our Heritage Organisation (214)  
Ron Christman (215)

Clint Linton (215B)  
Frank Brown – Inter-Tribal Cultural Resources Council (216)  
Campo Band of Mission Indians (217)  
San Diego County Archaeological Society, Inc. (218)  
Kumeyaay Cultural Heritage Preservation (223)  
Kumeyaay Cultural Repatriation Committee (225)  
Native American Distribution (225 A-S) (Public Notice & Location Map Only)

VII. RESULTS OF PUBLIC REVIEW: **(CHECK BOX IF RETYPED FOR FINAL)**

- No comments were received during the public input period.
- Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.
- Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Development Services Department for review, or for purchase at the cost of reproduction.

  
\_\_\_\_\_  
Jeff Szymanski  
Senior Planner  
Development Services Department

August 30, 2019  
Date of Draft Report

October 17, 2019  
Date of Final Report

Analyst: Jeff Szymanski

Attachments: Regional Location Map  
Site Map





**San Diego County Archaeological Society, Inc.**

Environmental Review Committee

14 September 2019

To: Mr. Jeffrey Szymanski  
Development Services Department  
City of San Diego  
1222 First Avenue, Mail Station 501  
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration  
Torrey Pines Golf Course Storm Drain Repair  
Project No. 641683


Dear Mr. Szymanski:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

- ① Based on the information contained in the DMND and the cultural resources report for the project, we agree with the impact analysis and the DMND's cultural resources mitigation measures.

We appreciate the opportunity to participate in the public review of this project's environmental documents.

Sincerely,

  
James W. Royle, Jr., Chairperson  
Environmental Review Committee

cc: Spindrift Archaeological Consulting  
SDCAS President  
File

Response to Comments

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY (September 14, 2019)

1. Comment noted.

P.O. Box 81106 San Diego, CA 92138-1106 (858) 538-0935

# VIEJAS

TRIBAL GOVERNMENT

P.O. Box 908  
Alpine, CA 91903  
#1 Viejas Grade Road  
Alpine, CA 91901

Phone: 6194453810  
Fax: 6194455337  
viejas.com

VIEJAS TRIBAL GOVERNMENT (September 30, 2019)

2. Please see Section V of the initial Study. An Archaeological survey was conducted at the project site with a Native American monitor. The survey did not identify any sensitive historical or cultural resources within the project area; however, it was determined that Native American and Archaeological monitoring will be required.

September 30, 2019

Jeffery Szymanski  
City of San Diego Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

**RE: Torrey Pines Golf Course Storm Drain Repair**

Dear, Mr. Szymanski

In reviewing the above referenced project the Viejas Band of Kumeyaay Indians ("Viejas") would like to comment at this time.

- ② The project area may contain many sacred sites to the Kumeyaay people. We request that these sacred sites be avoided with adequate buffer zones.

Additionally, Viejas is requesting, as appropriate, the following:

- All NEPA/CEQA/NAGPRA laws be followed
- Immediately contact Viejas on any changes or inadvertent discoveries.

Thank you for your collaboration and support in preserving our Tribal cultural resources. I look forward to hearing from you. Please call me at 619-659-2312 or Ernest Pingleton at 619-659-2314, or email, [rteran@viejas-nsn.gov](mailto:rteran@viejas-nsn.gov) or [epingleton@viejas-nsn.gov](mailto:epingleton@viejas-nsn.gov), for scheduling. Thank you.

Sincerely,



Ray Teran, Resource Management  
VIEJAS BAND OF KUMEYAAY INDIANS

From: Smith, Darren@Parks [mailto:Darren.Smith@parks.ca.gov]  
Sent: Monday, September 30, 2019 4:55 PM  
To: Szymanski, Jeffrey <JSzymanski@sandiego.gov>  
Cc: DSD EAS <DSDEAS@sandiego.gov>; Krimmel, Cindy@Parks <Cindy.Krimmel@parks.ca.gov>; Urbach, Lisa@Parks <Lisa.Urbach@parks.ca.gov>; Weinstein, Kimberly@Parks <Kimberly.Weinstein@parks.ca.gov>  
Subject: Torrey Pines Golf Course Storm Drain Repair, Project No. 641683

Hi Jeff,

We were unable to get a letter to you during the comment period for Project 641683 (Torrey Pines Golf Course Storm Drain Repair). We do have some concerns with the current project and other MS4's that Drain into Torrey Pines State Natural Reserve and would like to work with the City of San Diego (City) to improve them.

The Project drainage and several other adjacent drainages carry storm water and irrigation runoff from the Torrey Pines Golf Course to drainages within Torrey Pines State Natural Reserve (Reserve). The land within the Reserve is included within the City's MHPA. This runoff when combined with storm water has, since the Golf Course was completed in 1957, altered these drainages encouraging the growth of invasive species, increasing the erosion rates and deposition of eroded material within the canyons and on Torrey Pines State Beach. We believe that the recent upgrade of the irrigation system may have reduced some of the dry season nuisance flows but we remain concerned about the remaining flows and how better to manage them.

I have included a few slides to illustrate our concerns (see attached). Drainages that receive concentrated storm water are susceptible to invasive non-native and native species. Erosion and sediment deposition provide good recruitment sites for invasive plants. As you can see in the slideshow (Slide 1) there is a patch of pampas grass (*Cortaderia selloana*) that has colonized the drainages just below the existing MS4 and likely near the foot print of the new outlet. Further down there are willow trees (*Salix lasiolepis*) and other wetland plants that are only able to grow in the drainages because of supplemental water. These plants are productive enough to displace native species including MCSP protected species (such as, *Quercus dumosa*, *Ceanothus verrucosus*, *Euphorbia misera*, and others). Additionally, this concentrated flow can cause expedited erosion of the steep canyon walls that can create hazardous conditions and cause downstream sediment deposition (slides 3 and 4). Slides 3 and 4 also show ponding related to this deposition and a channels carrying flowing water. State Beach visitors may be exposed to this water that has not likely been tested. It is likely that this water is safe but it may contain some traces of fertilizer and pesticides from the Golf Course.

3. As part of the construction BMPs for Project No. 641683 we'd appreciate treating or removing the pampas from the construction area +25 meters. 4. The City should also consider treating any new plants in the vicinity for 3 years following the project. 5. State Parks would be willing to assist in removing pampas grass from the remaining portion of the drainage.

6. We would like to meet with City Storm water, Planning, and Golf Course staff to look at ways to improve the drainages and the habitats that they support. 7. We'd also like to look into testing the water coming from these drainages to make sure they are clean before entering the beach and ocean.

CALIFORNIA STATE PARKS (September 30, 2019)

3. The nearest stand of Pampas grass is located more than 200 feet (~61 meters) away from the edge of the project's construction impact footprint. No pampas grass is located within the construction area or within 25 meters of the limits of the construction area.

4. Upon completion of construction, a 25-month revegetation maintenance and monitoring period will commence to ensure that all disturbed areas within the coastal canyon are revegetated with native plants and regularly weeded in order to successfully meet plant coverage success criteria.

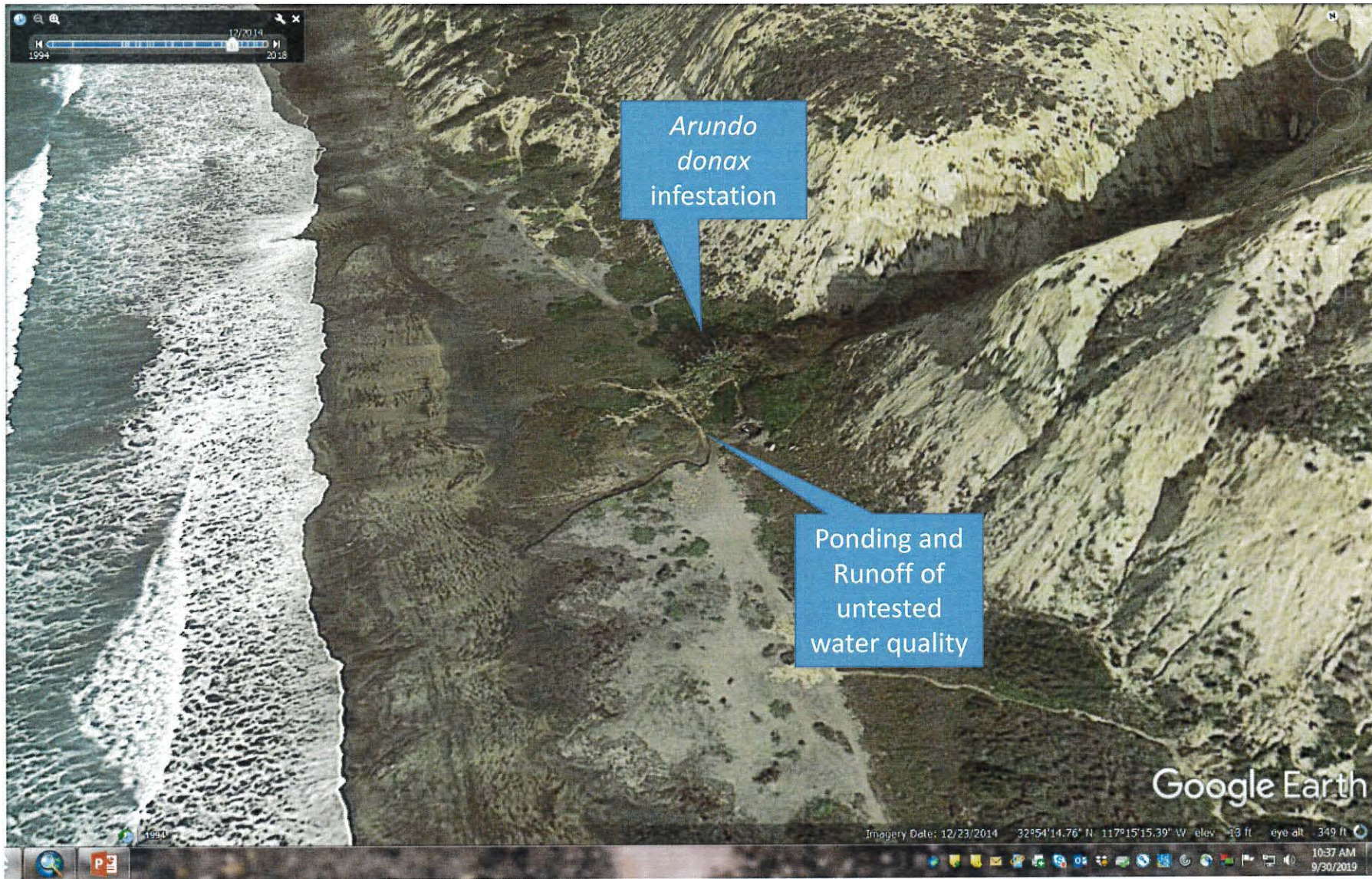
5. Comment noted.

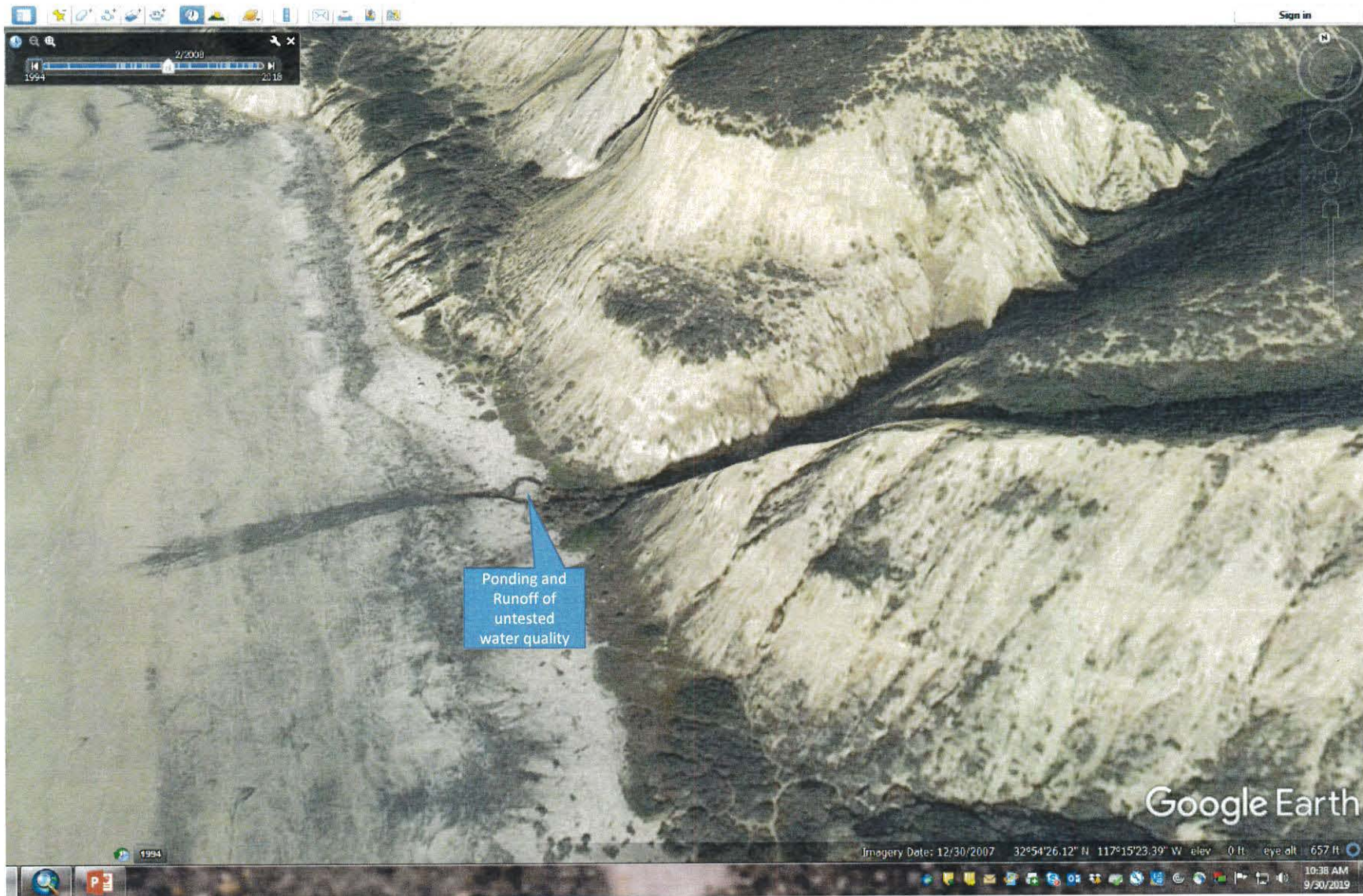
6. This request has been forwarded to the City's Transportation & Storm Water Department, and Parks & Recreation Department.

7. See response to Comment 4. The City is required to comply with the requirements of the City's Storm Water Design Manual and the Regional Water Quality Control Board's Municipal Separate Storm Water Sewer System (MS4) Permit for conveyance and treatment of storm water.

# Torrey Pines Golf Course Storm Drain Repair, Project No. 641683







## INITIAL STUDY CHECKLIST

1. Project title/Project number: Torrey Pines Golf Course Storm Drain Repair / 641683
2. Lead agency name and address: City of San Diego, 1222 First Avenue, MS-501, San Diego, California 92101
3. Contact person and phone number: Jeff Szymanski / (619) 446-5324
4. Project location: Torrey Pines Golf Course (11480 North Torrey Pines Rd, La Jolla, CA 92037)
5. Project Applicant/Sponsor's name and address: City of San Diego Public Works Department – Engineering and Capital Projects, Architectural Engineering and Parks Division
6. General/Community Plan designation: The project site is designated for: Park land use by the University Community Plan and Park Open Space/Recreation by the General Plan.
7. Zoning: Open Space (OP-1-1)
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A SITE DEVELOPMENT PERMIT (SDP) and COASTAL DEVELOPMENT PERMIT (CDP) to allow for the replacement of a failing 18-inch diameter reinforced concrete pipe (RCP) storm drain with a new 42-inch diameter RCP segment at the North Course of the Torrey Pines Golf Course. An existing 18-inch diameter reinforced concrete pipe (RCP) storm drain currently discharges northwest of the 18th hole of the North Course into a canyon located west of the golf course. The previously existing storm drain outfall headwall and associated segment of upstream storm drain pipe have failed and subsequent erosion has created a near-vertical slope at the head of the canyon, resulting in a loss of land between the 12th and 13th holes.

The Project proposes to abandon the existing 18-inch RCP storm drain pipe between the current outfall location and the existing cleanout located next to the 18th hole cart path. The project would then install 360 linear feet of 42-inch RCP from the cleanout northwards and westwards, and would discharge within the adjacent canyon slope, and north of the existing outfall. Much of the existing pipe would be removed and the remaining storm drain would be abandoned in place, capped and packed with flowable fill to minimize voids. In addition, cleanouts, a headwall and an energy dissipator would be installed along the new storm drain alignment.

The new storm drain alignment occurs within slopes where the gradient is less than 50%, resulting in a smaller impact area than if the storm drain was replaced-in-place and would ease access for future maintenance operations. All disturbed areas would be recompact and revegetated with turf (golf course) or native species (canyon) after construction is



complete. The portion of the golf cart path removed for construction would be replaced in-kind.

9. Surrounding land uses and setting:

The Project is part of the existing Torrey Pines Golf Course, which was initially constructed in the late 1950s, and is bound by Torrey Pine State Natural Reserve to the north and west. The reserve is characterized by steep coastal bluffs; the Pacific Ocean lies further to the west. North Torrey Pines Road is located to the east separating the golf course from various corporate and technical centers including pharmaceutical laboratories and hotels.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Coastal Development Permit issued by the California Coastal Commission.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

In accordance with the requirements of Assembly Bill (AB) 52, The City of San Diego sent notification to two Native American Tribes traditionally and culturally affiliated with the project and consultation was requested. Please see Section XVII of the initial Study for more detail.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Population/Housing                   |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                      |
| <input type="checkbox"/> Air Quality                        | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                           |
| <input type="checkbox"/> Biological Resources               | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Transportation/Traffic               |
| <input checked="" type="checkbox"/> Cultural Resources      | <input type="checkbox"/> Mineral Resources             | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Geology/Soils                      | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Utilities/Service System             |
|   |  | <input type="checkbox"/> Mandatory Findings Significance      |

**DETERMINATION: (To be completed by Lead Agency)**

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

## EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Used. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a. The significance criteria or threshold, if any, used to evaluate each question; and
  - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

I. AESTHETICS – Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

According to the University Community Plan coastal bluffs are the most scenic landform in the community and the plan emphasizes the preservation of scenic vistas. However, no designated view corridor exists within the boundary of the project.

The proposed project includes minor re-contouring of existing grades of the Torrey Pines North Golf Course within the limits of the existing golf course (specifically at Holes 12, 13 and 18) and adjacent coastal canyon. However, the overall grade of the golf course would not change. No new or modified above-grade structures are proposed with this project except for the new headwall and energy dissipator. All existing trees and most of the existing landscaping would be preserved in place. All disturbed areas would be revegetated with turf grass and adjacent areas would be planted with native species that are compatible with the surrounding habitat. In addition, the project would not remove any existing protected or community designated trees. In summary, the north golf course would retain substantially the same appearance as currently exists. Therefore, the proposed project would have no significant impacts to public scenic vistas and no mitigation would be required.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

An objective of the Plan is to protect outstanding natural topography including Torrey Pines. While the golf course does contain Torrey Pines none of these trees would be impacted by the project. In addition, the project would not damage any existing scenic rock outcroppings, or historic buildings (Refer to V.a.) as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

See answer to I.a and I.b. above.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not include any new or modified light sources such as new or replacement street lights, and the project would not utilize highly reflective materials. In addition, no substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740.

II. AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. - Would the project::

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would occur within the boundaries of an existing public golf course which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to II.a.

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|

The project would occur within the boundaries of an existing public golf course which is not designated as forest land. In addition, forest land is not present near the project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to II.c.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries.

III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations - Would the project:

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The proposed golf course improvements would not result in any future actions that would generate a substantial increase in air quality emissions because of the proposed use. However, emissions would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region's air quality plan.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

Refer to III.a.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices (BMPs) would reduce potential impacts related to construction activities to below a level of significance. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

d) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the project would not create odors affecting a substantial number of people.

#### IV. BIOLOGICAL RESOURCES – Would the project:

a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

Direct Impacts

A Biological Technical Report (BTR) for the Torrey Pines Golf Course Storm Drain Repair Project was prepared by Alden Environmental (July 2019). The BTR analyzed the impacts of the proposed project on biological resources and concluded that the proposed project would result in direct impacts to 0.08 acre of Tier I upland habitat (southern maritime chaparral). According to the City CEQA Significance Thresholds (July 2016), impacts to upland habitat less than 0.10 acre are not considered significant and require no mitigation. Furthermore, the Project impact area would be revegetated with native species compatible with the surrounding habitat post-construction and thus impacts to upland habitat are considered less than significant. The BTR also determined that the proposed project would have no impacts on wetland habitat or jurisdictional waters of the U.S. or State. The Project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA).

Indirect Impacts

All potential drainage and toxics impacts would be addressed through the required use of the City's Construction Site Best Management Practices (San Diego Municipal Code [SDMC] §43.0301). The proposed project would be constructed during daylight hours; no night lighting would be used. The Project would revegetate temporary impact areas to existing conditions per the SDMC Landscape Standards which prohibits the use of invasive plants. Biological resource protection would be a condition of approval for the project's Site Development Permit which includes resource delineation, contractor education, and biological monitoring during construction to avoid and minimize any impacts outside the proposed project footprint. Surveys for special status species would occur, if necessary. Thus, the indirect impacts from the proposed project would be less than significant.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IV.a. No direct impacts to wetland habitat or jurisdictional waters would result from the proposed project.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>c) Have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IV.a. and b.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

The proposed project would occur primarily within the boundary of the existing golf course and because the project is an underground storm drain, the BTR concluded that the project would have no impacts on wildlife corridors and would not alter the local movement of wildlife, and thus would not be considered significant under CEQA.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to IV.a. The project would comply with all local policies and ordinances protecting biological resources.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to IV.a. The project would not conflict with any local, regional, or state habitat conservation plans, including the City of San Diego MSCP Subarea Plan.

V. CULTURAL RESOURCES – Would the project:

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The purpose and intent of the Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. Before approving discretionary projects, CEQA requires the Lead Agency to identify and examine the significant adverse environmental effects which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

Archaeological Resources

A Cultural Resources Inventory Report was prepared for the Torrey Pines Golf Course Storm Drain Repair Project by Spindrift Archaeological Consulting (July 2019). The evaluation consisted of a record search, literature review and surveys. The archaeological surveys occurred on May 3, 2019 and July 22, 2019. The surveys were undertaken in order to determine if cultural resources exist within the property and if they could be impacted by the Project.



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

No evidence of cultural resources was encountered during that surveys. However, due to the presence of recorded cultural resources within the golf course and the limited visibility encountered during the archaeological survey, the potential exists that subsurface buried cultural deposits may be present at the site. Based upon the potential to encounter buried archaeological deposits for archaeological and Native American monitoring of any earth-moving activities associated with the project is required.

If unknown cultural resources or significant features are encountered during construction monitoring, the archaeological and Native American monitor will be authorized to temporarily divert ground disturbance in the area of discovery until the significance and the appropriate mitigation measures are determined. If human remains are discovered, work shall halt in that area and the procedures set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) will be followed. With the implementation of construction monitoring, impacts would be reduced to below a level of significance. The above referenced mitigation and monitoring measures are described in greater detail under Section V of this MND.

**Built Environment**

A Historical Resources Technical Report for the Torrey Pines Golf Course was prepared by ASM Affiliates (April 2014). This report concluded that the North Course is eligible for the California Register of Historical Resources designation. The proposed project is an underground storm drain repair and the golf course would be restored to preconstruction conditions. No changes to the course itself are proposed. Therefore, the impact would be less than significant.

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Refer to V.a.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

A Geotechnical Investigation Report and Addendum was prepared by Kleinfelder (July 2019) for the Torrey Pines Golf Course Storm Drain Repair Project. According to this report, the regional geologic map identifies very old paralic deposits (closely associated with the Linda Vista formation) underlain by the Scripps formation and Ardath Shale bedrock material at the project site. The subsurface investigation performed encountered shallow fill materials underlain by the very old paralic deposits. The Scripps formation and Ardath Shale were not encountered during geotechnical work; however, the Scripps formation was observed at the exposed surfaces of the canyon sidewalls directly below the very old paralic deposits approximately 25 to 30 feet below the upper edge of the canyon. The City of San Diego Land Development Manual General Grading Guidelines for Paleontological Resources indicated that these geologic formations have a high potential for the discovery of paleontological resources.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

San Diego Municipal Code Section 142.0501 (Paleontological Resources Requirements for Grading Activities) requires paleontological monitoring for grading that involves 1,000 cubic yards or greater and 10 feet or greater in depth, in a High Resource Potential Geologic Deposit/Formation/Rock Unit, or grading on a fossil recovery site.

However, the proposed project would not exceed 1,000 cubic yards of excavation at 10 feet or greater in depth and thus impacts would be less than significant.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Disturb and human remains, including those interred outside of dedicated cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during subsequent project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required.

VI. GEOLOGY AND SOILS – Would the project:

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:   |                          |                          |                                     |                          |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

A Geotechnical Investigation Report and Addendum was prepared by Kleinfelder (July 2019) for the Torrey Pines Golf Course Storm Drain Repair Project. No known faults have been identified and potential impacts in this category based on regional geologic hazards would not be significant.

- |                                    |                          |                          |                                     |                          |
|------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

The report concluded that impacts associated with seismic settlement and other geologic risks are low due to the dense nature of the underlying geologic formation. In addition, the project would be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

The report concluded that seismically-induced liquefaction are considered low. Additionally, according to the City of San Diego General Plan EIR, sites underlain by relatively loose, saturated deposits of fill, such as those found along the San Diego Bay, Mission Valley, and Downtown San Diego are susceptible to liquefaction. The project site is not located in these areas. the project does not propose changes to the current use of the site, nor the addition of habitable structures which would expose more people to seismic-related ground failure, including liquefaction. No impact would occur.

iv) Landslides?

See VI.a. above. Per the Geotechnical Investigation Report and Addendum for the Torrey Pines Golf Course Storm Drain Repair Project (Kleinfelder July 2019), the geology of the project site consists of Ardath Shale and Scripps formations overlain by old paralic deposits, which are comprised of marine, estuarine, and delta deposits. Ardath Shale and Scripps Formation are sedimentary rocks that may contain planes of weakness. Based on the City of San Diego General Plan EIR (City 2008), the coastal bluffs in the Torrey Pines area "have experienced sizeable landslides where over-steepening of the sea cliff has resulted in unstable conditions." According to the Geotechnical Report, abandonment of the 18-inch storm drain will arrest head-ward erosion of the coastal canyon adjacent to Hole 12 and Hole 13 of the Torrey Pines Golf Course North Course. The surrounding canyon walls are marginally stable and would continue to be subject to natural block failures. Stabilization of the adjacent coastal canyon was beyond the scope of this project. Thus, impacts would be less than significant.

b) Result in substantial soil erosion or the loss of topsoil?

Refer to VI.a. The project impact area would be recontoured and revegetated post-construction to prevent erosion. In addition, the project would involve grading activities within the existing Torrey Pines Golf Course. Such activities have the potential to cause erosion and the downstream transport of sediment (sedimentation). These potential impacts would be addressed through conformance with City Storm Water Standards including the preparation and implementation of an approved water pollution control plan (WPCP) outlining the use of appropriate erosion and sediment control Best Management Practices. Based on the implementation of appropriate erosion and sediment control measures as part of an approved WPCP, potential impacts related to erosion and sedimentation hazards from the project would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Refer to VI.a. and b. In addition, no grading is proposed beyond the limits of the proposed storm drain repair, therefore, the existing setback between the edge of the coastal canyon and the golf course would be maintained. Furthermore, proper engineering design and utilization of standard construction practices would ensure that the potential impacts would be less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Refer to VI.a.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is solely storm drain repair.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions that City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The CAP is a plan for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project’s incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP’s assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined using this Checklist may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

Under Step 1 of the CAP Checklist the proposed project is consistent with the existing General Plan and Community Plan land use designations, and zoning designations for the project site because

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

these open space, residential and recreation designations allow the existing golf course use and the repair of associated utilities, including storm drains. Therefore, the proposed project is consistent with the growth projections and land use assumptions used in the CAP.

Furthermore, completion of the Step 2 of the CAP Checklist for the project demonstrates that the CAP strategies for reduction in GHG emissions are not applicable to the project because it is a storm drain repair project with no proposed new habitable structures, and does not require a building permit or certificate of occupancy. Therefore, the project has been determined to be consistent with the City of San Diego Climate Action Plan, would result in a less than significant impact on the environment with respect to Greenhouse Gas Emissions, and further GHG emissions analysis and mitigation would not be required.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to VII.a.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the project may require the use of hazardous materials (e.g. fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Although unlikely construction of the project may have the potential to encounter hazardous materials due to the presence of Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or other contaminated sites located within 1,000 feet of the project alignment; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement section 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Compliance with these requirements would minimize the risk to the public and the environment; therefore, impacts would remain less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no schools located within one-quarter mile of the project site; therefore, no such hazards would result. No impact would occur.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

See VIIIa-c above.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

The project site is not located within an airport land use plan or within two miles of a public airport or public use airport. Marine Corps Air Station (MCAS) Miramar is located approximately 5 miles southeast of the project site. The federal Department of Defense has established Accident Potential Zones (APZs) for the air station. The established APZs define the areas that would be more likely to be affected by aircraft accidents. The project site is not located within any APZs for MCAS Miramar. Therefore, the project would not increase aircraft safety hazards and no safety hazards associated with flight activity have been identified. Accordingly, the project would not result in a safety hazard for people residing or working in the project area. No impact would occur.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

Torrey Pines Gliderport is located approximately one mile south of the project site. The proposed project would not result in a change of existing uses at the site, following completion of the proposed improvements. The project would not result in a safety hazard associated with a private airstrip or private airport for the people residing or working in the project area. No impact would occur.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

The proposed project does not include changes to the existing access to Torrey Pines Golf Course. As such, the proposed project would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impact would occur.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Torrey Pines Golf Course is in a Very High Fire Hazard Severity Zone. The golf course functions as a single, large firebreak in the project vicinity. The proposed improvements would not significantly alter the overall vegetation on the Torrey Pines Golf Course, and the golf course would continue to function as a firebreak in the area. Additionally, the project would not significantly alter the amount of people utilizing the Torrey Pines Golf Course nor would it introduce new structures. As such, impacts associated with the wildland fires would be less than significant.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project area is less than one acre and would therefore not be subject to the Statewide General NPDES permit for Storm Water Discharges also referred to as the Construction General Permit. The project would require the development and implementation of a Water Pollution Control Plan (WPCP) during construction to outline the best management practices that will be implemented to control erosion and unauthorized discharges of runoff. Potential water quality impacts would be avoided or reduced to less than significant levels through conformance with the WPCP and the City's Storm Water Standards.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

Currently, runoff from the project site discharges into the existing canyons situated at the westerly boundary of the site and ultimately discharge into the Pacific Ocean. The existing drainage outfall between hole 12 and Hole 13 of the North Course has failed and is causing erosion within the canyon adjacent to the golf course. The project would not substantially alter the existing drainage pattern of the project site; rather, the project would upgrade existing drainage to meet the needs of the existing development. The relocation of the storm drain and outfall to an adjacent portion of the canyon where the slopes are generally less than 2:1 as well as appropriately sized pipes, headwalls, and energy dissipation will reduce the impacts of erosion at the current outfall location and reduce future erosion within the canyon. Therefore, impacts associated with alteration of the existing drainage pattern of the site would be less than significant.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. The project would repair an existing storm drain and would not result in an increased rate of the amount of surface runoff that would result in flood on- or off-site.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. The project would not result in an increase in runoff. The project includes the upsizing of the existing storm drain system and upgrades to meet current City Storm Water Standards. The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices, which would ensure that water quality is not degraded.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c and IXe.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not proposed any housing nor is it located within a 100-year flood hazard area.



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not located within a 100-year flood hazard area.

X. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

The project would involve repair of a storm drain at an existing golf course and would not introduce new features that could divide an established community.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

The project would involve improvements to an existing golf course and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

Refer to IV. The project would not conflict with any local, regional, or state habitat conservation plans, including the MSCP City of San Diego Subarea Plan. Biological resource delineation, biological resource monitoring, and contractor education would be conditions of approval of the project's site development permit which would avoid any indirect impacts to surrounding sensitive biological resources.

XI. MINERAL RESOURCES – Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

The areas around the proposed project alignment are not being used for the recovery of mineral resources and are not designed by the General Plan or other local, state, or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

Refer to X.e.

XII. NOISE – Would the project result in:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the generation of operational noise levels more than existing standards or existing ambient noise levels near the project.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Generation of, excessive ground borne vibration or ground borne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the generation of operational ground borne vibration or noise levels more than existing standards or ambient levels.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XII.a-b.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed improvements to an existing golf course would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington’s Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not located within and airport land use plan or within two miles of a public airport.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Torrey Pines Gliderport is located approximately one mile south of the project site. The project would not result in change of existing uses at the site, following completion of the improvements. The project would not result in the exposure of persons to excessive noise levels associated with the Torrey Pines Gliderport or any private airstrip. No impact would occur.

XIII. POPULATION AND HOUSING – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

The project scope does not include the construction of new or extended roads, or new homes and businesses. The project would make repairs to an existing drainage system within the golf course and will be upsized to meet current demand, not future use. The storm drain improvement would solely bring the storm drain up to current standards and would not facilitate future development.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

No such displacement would result. There is no existing housing within the boundaries of the proposed project.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

No such displacement would result. There is no existing housing or residents within the boundaries of the project.

XIV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:				
i) Fire protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire services.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

- |                       |                          |                          |                          |                                     |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| ii) Police protection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not affect existing levels of police protection service and would not require the construction or expansion of a police facility.

- |              |                          |                          |                          |                                     |
|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Schools | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not affect existing levels of public services and would not require the construction or expansion of a school facility.

- |           |                          |                          |                          |                                     |
|-----------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iv) Parks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not affect existing levels of public services and would not require the construction or expansion of a park facility.

- |                            |                          |                          |                          |                                     |
|----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| v) Other public facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

#### XV. RECREATION

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not adversely affect the availability of and/or need for new or expanded recreational resources.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XV.a. The project proposes storm drain repair on an existing public golf course, but would not require the construction or expansion of the existing golf course or other recreation facilities.

#### XVI. TRANSPORTATION/TRAFFIC – Would the project?

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

The project does not include new, traffic-generating components. The project also does not propose changes to the access points at Torrey Pines Golf Course and thus, would not be expected to affect circulation and/or access in the project vicinity. While construction activities would likely generate a small number of trips associated with construction equipment and worker vehicles, these trips would be limited to the construction period, and would not be considered substantial in relation to the existing traffic load in the project vicinity. For these reasons, impacts associated with applicable plans, ordinances, or policies intended to accommodate the flow of traffic would be less than significant.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

As discussed in response XVI(a), above, the project would not generate new traffic at the project site over the long-term, and thus, would not conflict with an applicable congestion management program or conflict with existing parking requirements established as part of the University Community Plan and North City Local Coastal Program. Impacts would be less than significant.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project involves the repair of an existing drainage system on a golf course and will not have any impact on air traffic patterns.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose any improvements to surrounding roadways or changes to the existing land use.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed project would not affect circulation or emergency access within the golf course or on surrounding public streets.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The proposed project involves repair of an existing utility (storm drain) on a golf course and will not impact public transit, bicycle, or pedestrian facilities.

XVII. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	-------------------------------------	--------------------------	--------------------------

The project site is not listed nor is it eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k). In addition, please see section V(a) of the Initial Study.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	-------------------------------------	--------------------------	--------------------------

In accordance with the requirements of Assembly Bill (AB) 52, The City of San Diego sent notification to two Native American Tribes traditionally and culturally affiliated with the project area on July 17, 2019. Both the Lipay Nation of Santa Ysabel and the Jamul Indian Village requested consultation within the 30-days.

The purpose of the consultation is to determine if the project could impact Tribal Cultural Resources (TCR). TCRs include sites, features, places, cultural landscapes, and sacred places or objects that have cultural value or significance to a Native American Tribe. TCRs also include “non-unique archaeological resources” that, instead of being important for “scientific” value as a resource, can also be significant because of the sacred and/or cultural tribal value of the resources. Tribal representatives are considered experts appropriate for providing substantial evidence regarding the locations, types, and significance of tribal cultural resources within their rationally and cultural affiliated geographic area.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

Through the AB 52 consultation process A Tribal Representative from Santa Ysabel determined that the project should be re surveyed with a Native American monitor. The second survey was conducted with a representative from Santa Ysabel on July 22<sup>nd</sup> (Spindrift Archaeological Consulting, July 2019). After the survey it was concluded that TCRs were not located within the project site. However, due the project's location within this sensitive area it was determined that impacts could occur to buried archaeological deposits or TCRs. The inclusion of archaeological and Native American monitoring as a mitigation requirement would reduce impacts under this category to below a level of significance. The Lipay Nation of Santa Ysabel and the Jamul Indian Village both identified no further work was required and consultation concluded on July 24, 2019.

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed storm drain repair would not substantially alter the generation of wastewater from the project site and would comply with all local and regional wastewater and storm water regulations. Therefore, the project would not exceed the requirements of the Regional Quality Control Board.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed storm drain repair would not affect the water or wastewater systems at the project site.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project proposes repair of an existing storm drain system which includes the upsizing and relocation of the existing utility to meet current demand and reduce erosion at the project site. The repair of the storm drain would not trigger the need for new drainage facilities and would not substantially alter the existing drainage system. Routine maintenance and periodic upgrades of the facility would be expected to occur over time but would not be expected to result in significant environmental impacts.

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed project would not increase the demand for water.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Refer to VIII.a and VIII.b.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

Construction of the project would generate minimal waste. Project waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including the permitted capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate additional waste beyond that of the existing golf course, and, therefore, would not affect the permitted capacity of the landfill serving the project area.

g) Comply with federal, state, and local statutes and regulation related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

Refer to XVII.f. Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE -

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	-------------------------------------	--------------------------	--------------------------

The project will impact 0.08 acre of southern maritime chaparral, a Tier I sensitive habitat as defined by the City's Biology Guidelines and Land Development Code. Per the City's significance thresholds, impacts less than 0.10 acre are not considered significant and do not require mitigation. Biological resource protection measures including resource delineation, biological monitoring, and contractor education are required as conditions of approval for the project's Site Development Permit. The proposed project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA) and is



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
-------	--------------------------------	--	------------------------------	-----------

consistent with the City’s MSCP Subarea Plan. Thus, direct and potential indirect impacts to sensitive biological resources would be less than significant. With respect to cultural resources, mitigation measures for potential impacts to archaeological and tribal cultural resources are identified in Section V of the MND and would reduce potential impacts to a less than significant level. Historical built environmental resources would not be significantly impacted by the project as stated in the Initial Study.

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| <p>b) Does the project have impacts that are individually limited but cumulatively considerable (“cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Protection of biological resources during construction would be conditions of approval for the site development permit and thus the project is consistent with the Subarea Plan. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources. Based on the project’s consistency with the Climate Action Plan it would not result in cumulatively considerable environmental impacts relative to greenhouse gas emissions.

Furthermore, when considering all potential environmental impacts of the proposed project, including impacts identified as less than significant in the Initial Study Checklist, together with the impacts of other present, past, and reasonably foreseeable future projects, there would not be a cumulatively considerable impact on the environment with the mitigation and monitoring measures identified in Section V of the MND incorporated into the proposed project.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

As evidenced by the Initial Study Checklist, no substantial adverse effects on human beings, either indirectly or directly, would occur because of project implementation.

**INITIAL STUDY CHECKLIST  
REFERENCES**

**I. Aesthetics / Neighborhood Character**

- City of San Diego General Plan
- Community Plans: University Community Plan

**II. Agricultural Resources & Forest Resources**

- City of San Diego General Plan
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

**III. Air Quality**

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990
- Regional Air Quality Strategies (RAQS) - APCD
- Site Specific Report:

**IV. Biology**

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997
- Community Plan - Resource Element
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001
- City of San Diego Land Development Code Biology Guidelines
- Site Specific Report: Biological Technical Report for the Torrey Pines Golf Course Storm Drain Repair Project, San Diego California, prepared by Alden Environmental, Inc., July 2019.

**V. Cultural Resources (includes Historical Resources and Built Environment)**

- City of San Diego Historical Resources Guidelines
- City of San Diego Archaeology Library
- Historical Resources Board List
- Community Historical Survey:
- Site Specific Report: Cultural Resources Inventory Report for the Torrey Pines Golf Course Storm Drain Outfall Repair Project, San Diego California, prepared by Spindrifft Archaeological Consulting, LLC, July 2019; Historical Resources Technical Report for Torrey Pines Golf Course, San Diego California, prepared by ASM Affiliates, April 2014.

**VI. Geology/Soils**

- City of San Diego Seismic Safety Study
- U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975

- Site Specific Report: Report of Geotechnical Investigation Storm Drain Improvements Torrey Pines Golf Course, San Diego California, prepared by Kleinfelder, July 25 2019

**VII. Greenhouse Gas Emissions**

- Site Specific Report:

**VIII. Hazards and Hazardous Materials**

- San Diego County Hazardous Materials Environmental Assessment Listing
- San Diego County Hazardous Materials Management Division
- FAA Determination
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized
- Airport Land Use Compatibility Plan
- Site Specific Report:

**IX. Hydrology/Water Quality**

- Flood Insurance Rate Map (FIRM)
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program-Flood Boundary and Floodway Map
- Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html)
- Site Specific Report:

**X. Land Use and Planning**

- City of San Diego General Plan
- Community Plan
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination:
- Other Plans:

**XI. Mineral Resources**

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps
- City of San Diego General Plan: Conservation Element
- Site Specific Report:

**XII. Noise**

- City of San Diego General Plan
- Community Plan
- San Diego International Airport - Lindbergh Field CNEL Maps
- Brown Field Airport Master Plan CNEL Maps
- Montgomery Field CNEL Maps
- San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG
- Site Specific Report:

**XIII. Paleontological Resources**

- City of San Diego Paleontological Guidelines
- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," *California Division of Mines and Geology Bulletin* 200, Sacramento, 1975
- Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977
- Site Specific Report: Report of Geotechnical Investigation Storm Drain Improvements Torrey Pines Golf Course, San Diego California, prepared by Kleinfelder, May 1 2019; Addendum #1 to Report of Geotechnical Investigation: Response to LDR-Geology Review comments for Storm Drain Improvements Torrey Pines Golf Course, San Diego California, prepared by Kleinfelder, July 25, 2019

**XIV. Population / Housing**

- City of San Diego General Plan
- Community Plan
- Series 11/Series 12 Population Forecasts, SANDAG
- Other:

**XV. Public Services**

- City of San Diego General Plan
- Community Plan

**XVI. Recreational Resources**

- City of San Diego General Plan
- Community Plan
- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources:

**XVII. Transportation / Circulation**

- City of San Diego General Plan
- Community Plan:
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG
- San Diego Region Weekday Traffic Volumes, SANDAG
- Site Specific Report:

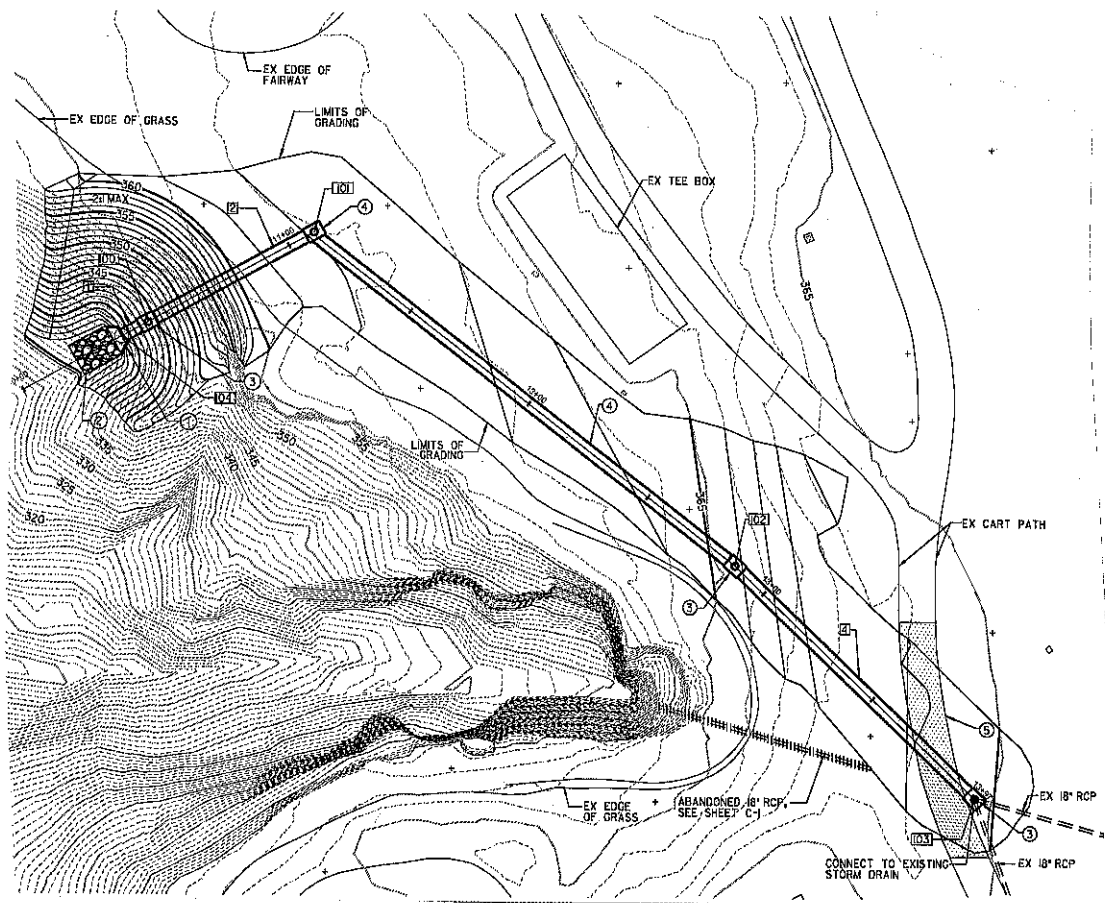
**XVIII. Utilities**

- Site Specific Report:

**XIX. Water Conservation**

- Sunset Magazine, *New Western Garden Book*, Rev. ed. Menlo Park, CA: Sunset Magazine

Revised: August 2018



# Location Map

Torrey Pines Storm Drain/Project No. 641683

City of San Diego – Development Services Department

**FIGURE**  
**No. 1**



## Site Plan

Torrey Pines Storm Drain/Project No. 641683

City of San Diego – Development Services Department

FIGURE

No. 2

**EXHIBIT R**

**NOTICE OF DETERMINATION**

NOTICE OF DETERMINATION

(Choose one)

TO:  Recorder/County Clerk  
P.O. Box 1750, MS A33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2422

FROM: City of San Diego  
Development Services Department  
1222 First Avenue, MS 501  
San Diego, CA 92101

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

190184

FILED  
Ernest J. Dronenburg, Jr. Recorder County Clerk

DEC 17 2019

BY: *[Signature]*  
DEPUTY

PROJECT NUMBER: 641683

STATE CLEARINGHOUSE NUMBER: 2019089111

PROJECT TITLE: Torrey Pines Golf Course Storm Drain Repair

PROJECT LOCATION: Torrey Pines Golf Course (11480 North Torrey Pines Rd, La Jolla, CA 92037)

PROJECT DESCRIPTION: A SITE DEVELOPMENT PERMIT (SDP) and COASTAL DEVELOPMENT PERMIT (CDP) to allow for the replacement of a failing 18-inch diameter reinforced concrete pipe (RCP) storm drain with a new 42-inch diameter RCP segment at the North Course of the Torrey Pines Golf Course. An existing 18-inch diameter reinforced concrete pipe (RCP) storm drain currently discharges northwest of the 18th hole of the North Course into a canyon located west of the golf course. The previously existing storm drain outfall headwall and associated segment of upstream storm drain pipe have failed and subsequent erosion has created a near-vertical slope at the head of the canyon, resulting in a loss of land between the 12th and 13th holes.

The Project proposes to abandon the existing 18-inch RCP storm drain pipe between the current outfall location and the existing cleanout located next to the 18th hole cart path. The project would then install 360 linear feet of 42-inch RCP from cleanout northwards and westwards, and would discharge within the adjacent canyon slope, and north of the existing outfall. Much of the existing pipe would be removed and the remaining storm drain would be abandoned in place, capped and packed with flowable fill to minimize voids. In addition, cleanouts, a headwall and an energy dissipator would be installed along the new storm drain alignment.

PROJECT APPLICANT: City of San Diego, Public Works Department- Contact James Arnhart 202 C Street San Diego CA 92101. (619) 533- 5275

This is to advise that the City of San Diego City Council on December 10, 2019 approved the above described project and made the following determinations:

1. The project in its approved form  will,  will not, have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.  
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.  
 An Addendum to Negative Declaration / Mitigated Negative Declaration / Environmental Impact Report No. \_\_\_\_\_ was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures  were,  were not, made a condition of the approval of the project; and a mitigation monitoring and reporting program  was,  was not, adopted for the project.
4. (EIR only) Findings  were,  were not, made pursuant to CEQA Guidelines Section 15091.

Record of project approval may be examined at the address above:



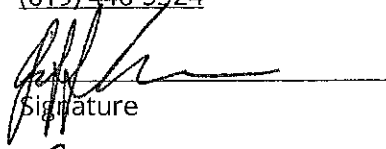
5. (EIR only) A Statement of Overriding Considerations \_\_\_\_ was, X was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

Analyst: Jeffrey Szymanski

Telephone: (619) 446-5324

Filed by:

  
Signature

SENIOR PLANNER  
Title

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on DEC 17 2019

Posted DEC 17 2019 Removed

Returned to agency on \_\_\_\_\_

Deputy J. Rusit

**J. Rusit**



State of California - Department of Fish and Wildlife  
**2019 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
 DFW 753.5a (Rev. 2/7/19) Previously DFG 753.5a

RECEIPT NUMBER:  
 37-2019- 1072  
 STATE CLEARINGHOUSE NUMBER (If applicable)  
 2019089111

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN DIEGO CITY COUNCIL	LEAD AGENCY EMAIL ---	DATE 12/17/2019
COUNTY/STATE AGENCY OF FILING San Diego County	DOCUMENT NUMBER 2019 - 0184	
PROJECT TITLE TORREY PINES GOLF COURSE STORM DRAIN REPAIR		

PROJECT APPLICANT NAME CITY OF SAN DIEGO, PUBLIC WORKS DEPARTMENT	PROJECT APPLICANT EMAIL ---	PHONE NUMBER 619-533-5275
PROJECT APPLICANT ADDRESS 202 C STREET	CITY SAN DIEGO	STATE CA
		ZIP CODE 92101

PROJECT APPLICANT (Check appropriate box)

Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

Environmental Impact Report (EIR)    \$3,271.00    \$ \_\_\_\_\_

Mitigated/Negative Declaration (MND)(ND)    \$2,354.75    \$ 2,354.75

Certified Regulatory Program document (CRP)    \$1,112.00    \$ \_\_\_\_\_

Exempt from fee    190184

Notice of Exemption (attach)

CDFW No Effect Determination (attach)

Fee previously paid (attach previously issued cash receipt copy)

Water Right Application or Petition Fee (State Water Resources Control Board only)    \$850.00    \$ \_\_\_\_\_

County documentary handling fee    \$ \_\_\_\_\_    \$ 50.00

Other    \$ \_\_\_\_\_

PAYMENT METHOD:

Cash     Credit     Check     Other 0001753746    TOTAL RECEIVED    \$ 2,404.75

SIGNATURE <b>X</b>	AGENCY OF FILING PRINTED NAME AND TITLE San Diego County    J RUSIT    , Deputy
-----------------------	--





San Diego County



Transaction #: 4208877  
Receipt #: 2019606333

Ernest J. Dronenburg, Jr.  
Assessor/Recorder/County Clerk  
1600 Pacific Highway Suite 260  
P. O. Box 121750, San Diego, CA 92112-1750  
Tel. (619) 237-0502 Fax (619) 557-4155  
[www.sdarcc.com](http://www.sdarcc.com)

Cashier Date: 12/17/2019  
Cashier Location: SD

Print Date: 12/17/2019 11:03 am

Payment Summary

Total Fees	\$2,404.75
Total Payments	\$2,404.75
Balance:	\$0.00

Payment	
CHECK PAYMENT	\$2,404.75
Total Payments	\$2,404.75
Miscellaneous Item	
FISH & WILDLIFE FEES	
Fees: Fish & Wildlife County Administrative Fee	\$50.00
Fees: Fish & Wildlife Mitigated/Negative Declaration	\$2,354.75
Total Fees Due:	\$2,404.75
Grand Total - All Documents:	\$2,404.75

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK. DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

**THE CITY OF SAN DIEGO**  
AMERICA'S FINEST CITY

BANK OF AMERICA  
NORTH BROOK, ILLINOIS  
COMMERCIAL DISBURSEMENT ACCOUNT

WARRANT CHECK NO. 0001753746

GENERAL  
78-2328  
719

12/09/2019

PAY TWO THOUSAND FOUR HUNDRED FOUR AND 75/100 DOLLARS \*\*\*\*\* \$ 2,404.75

TO THE ORDER OF  
SAN DIEGO COUNTY RECORDER/CLERK

VOID AFTER 180 DAYS  
PAYMENT WARRANTED BY

*Chanel*  
Chief Financial Officer

*Bo*  
City Treasurer

Security Feature Invoiced Details on Back

⑈0001753746⑈ ⑆071923284⑆ 7765201321⑈

**EXHIBIT S**

**COASTAL DEVELOPMENT PERMIT**

**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO COAST DISTRICT OFFICE  
7575 METROPOLITAN DRIVE, SUITE 103  
SAN DIEGO, CALIFORNIA 92108-4402  
PH (619) 767-2370 FAX (619) 767-2384  
WWW.COASTAL.CA.GOV



Page 1

March 29, 2022

Permit Application Number: **6-19-1007****COASTAL DEVELOPMENT PERMIT**


On October 09, 2020, the California Coastal Commission granted to the **City Of San Diego Public Works Department** this permit subject to the attached Standard and Special conditions, for development consisting of **Abandon in place approx. 100 feet of existing 18-in. diameter below grade concrete pipe and storm water outfall and construct approx. 360 feet of new 42-inch below grade concrete pipe with new outfall, headwall, and energy dissipater within the Torrey Pines Municipal Golf Course and adjacent coastal canyon**, more specifically described in the application filed in the Commission offices.

The development is within the coastal zone at **11480 N Torrey Pines Rd, University Community, San Diego, San Diego County (APN: 310-010-09)**.

Issued on behalf of the California Coastal Commission by

Sincerely,

John Ainsworth  
Executive Director

DocuSigned by:  
  
633E996CE0CA4B3...

Alexander Llerandi  
Coastal Program Analyst

cc: Commissioners/File

**ACKNOWLEDGMENT:**

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part of that: "A Public entity is not liable for injury caused by the issuance... of any permit..." applies to the issuance of this permit.

**Coastal Development Permit**  
6-19-1007

**IMPORTANT:** THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date: 4/4/2022Signature   
A5F44D786FFF4E4...**STANDARD CONDITIONS:**

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

**SPECIAL CONDITIONS:****1. Submittal of Final Plans.**

- (a) **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the review and written approval of the Executive Director, a full-size set of the following plans:
  - i. Final construction plans that conform with the plans submitted to the Commission on September 10, 2019, titled "Torrey Pines Golf Course Storm Drain Repair."

## Coastal Development Permit

6-19-1007

- ii. Final staging and storage plan that sites all staging and storage of materials and equipment outside of the boundaries of the coastal canyon.
- (b) The permittee shall undertake development in conformance with the approved final plans unless the Commission amends this permit or the Executive Director provides a written determination that no amendment is legally required for any proposed minor deviations.

### 2. Construction and Pollution Prevention Plan.

**PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the review and written approval of the Executive Director, a final Construction and Pollution Prevention Plan prepared by a qualified licensed professional. The final plan shall demonstrate that all construction, including, but not limited to, clearing, grading, staging, storage of equipment and materials, or other activities that involve ground disturbance; building, reconstructing, or demolishing a structure; and creation or replacement of impervious surfaces, complies with the following requirements:

- (a) **Minimize Erosion and Sediment Discharge.** During construction, erosion and the discharge of sediment off-site or to coastal waters shall be minimized through the use of appropriate Best Management Practices (BMPs), including:
- i. Land disturbance during construction (e.g., clearing, grading, and cut-and-fill) shall be minimized, and grading activities shall be phased, to avoid increased erosion and sedimentation;
  - ii. Erosion control BMPs (such as mulch, soil binders, geotextile blankets or mats, or temporary seeding) shall be installed as needed to prevent soil from being transported by water or wind. Temporary BMPs shall be implemented to stabilize soil on graded or disturbed areas as soon as feasible during construction, where there is a potential for soil erosion to lead to discharge of sediment off-site or to coastal waters;
  - iii. Sediment control BMPs (such as silt fences, fiber rolls, sediment basins, inlet protection, sandbag barriers, or straw bale barriers) shall be installed as needed to trap and remove eroded sediment from runoff, to prevent sedimentation of coastal waters;

## Coastal Development Permit 6-19-1007

- iv. Tracking control BMPs (such as a stabilized construction entrance/exit, and street sweeping) shall be installed or implemented as needed to prevent tracking sediment off-site by vehicles leaving the construction area; and
  - v. Runoff control BMPs (such as a concrete washout facility, dewatering tank, or dedicated vehicle wash area) that will be implemented during construction to retain, infiltrate, or treat storm water and non-storm water runoff.
- (b) **Minimize Discharge of Construction Pollutants.** The discharge of other pollutants resulting from construction activities (such as chemicals, paints, vehicle fluids, petroleum products, asphalt and cement compounds, debris, and trash) into runoff or coastal waters shall be minimized through the use of appropriate BMPs, including:
- i. Materials management and waste management BMPs (such as stockpile management, spill prevention, and good housekeeping practices) shall be installed or implemented as needed to minimize pollutant discharge and polluted runoff resulting from staging, storage, and disposal of construction chemicals and materials. BMPs shall include, at a minimum:
    - A. Covering stockpiled construction materials, soil, and other excavated materials to prevent contact with rain, and protecting all stockpiles from storm water runoff using temporary perimeter barriers;
    - B. Cleaning up all leaks, drips, and spills immediately; having a written plan for the clean-up of spills and leaks; and maintaining an inventory of products and chemicals used on site;
    - C. Proper disposal of all wastes; providing trash receptacles on site; and covering open trash receptacles during wet weather;



## Coastal Development Permit 6-19-1007

- D. Prompt removal of all construction debris from the beach;  
and
  - E. Detaining, infiltrating, or treating runoff, if needed, prior to conveyance off-site during construction.
- ii. Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of mobile equipment conducted on site shall not take place on the beach, and shall take place at a designated area located at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). The fueling and maintenance area shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area (such as cranes) may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spills.
- (c) **Minimize Other Impacts of Construction Activities.** Other impacts of construction activities shall be minimized through the use of appropriate BMPs, including:
- i. The damage or removal of non-invasive vegetation (including trees, native vegetation, and root structures) during construction shall be minimized, to achieve water quality benefits such as transpiration, vegetative interception, pollutant uptake, shading of waterways, and erosion control;
  - ii. Soil compaction due to construction activities shall be minimized, to retain the natural storm water infiltration capacity of the soil; and
  - iii. The use of temporary erosion and sediment control products (such as fiber rolls, erosion control blankets, mulch control netting, and silt fences) that incorporate plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers) shall be avoided, to minimize wildlife entanglement and plastic debris pollution.

## Coastal Development Permit

6-19-1007

- (d) **Manage Construction-Phase BMPs.** Appropriate protocols shall be implemented to manage all construction-phase BMPs (including installation and removal, ongoing operation, inspection, maintenance, and training), to protect coastal water quality.
- (e) **Construction Site Map and Narrative Description.** The Construction and Pollution Prevention Plan shall include a construction site map and a narrative description addressing, at a minimum, the following required components:
- i. A map delineating the construction site, construction phasing boundaries, and the location of all temporary construction-phase BMPs (such as silt fences, inlet protection, and sediment basins);
  - ii. A description of the BMPs that will be implemented to minimize land disturbance activities, minimize the project footprint, minimize soil compaction, and minimize damage or removal of non-invasive vegetation. Include a construction phasing schedule, if applicable to the project, with a description and timeline of significant land disturbance activities;
  - iii. A description of the BMPs that will be implemented to minimize erosion and sedimentation, control runoff and minimize the discharge of other pollutants resulting from construction activities. Include calculations that demonstrate proper sizing of BMPs; and
  - iv. A description and schedule for the management of all construction-phase BMPs (including installation and removal, ongoing operation, inspection, maintenance, and training). Identify any temporary BMPs that will be converted to permanent post-development BMPs.
- (f) **Construction Site Documents.** The Construction and Pollution Prevention Plan shall specify that copies of the signed CDP and the approved Construction and Pollution Prevention Plan be maintained in a conspicuous location at the construction job site at all times, and be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction and Pollution Prevention Plan, and the public review requirements applicable to them, prior to commencement of construction.

## Coastal Development Permit

6-19-1007

- (g) **Construction Coordinator.** The Construction and Pollution Prevention Plan shall specify that a construction coordinator be designated who may be contacted during construction should questions or emergencies arise regarding the construction. The coordinator's contact information (including, at a minimum, a telephone number available 24 hours a day for the duration of construction) shall be conspicuously posted at the job site and readily visible from public viewing areas, indicating that the coordinator should be contacted in the case of questions or emergencies. The coordinator shall record the name, phone number, and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.

The permittee shall undertake development in accordance with the approved Construction-Phase Pollution Prevention Plan, unless the Commission amends this permit, or the Executive Director provides written determination that no amendment is legally required for any proposed minor deviations.

### 3. Post-Development Runoff Plan.

**PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the review and written approval of the Executive Director, a final Post-Development Runoff Plan. The final Post-Development Runoff Plan shall demonstrate that the project complies with the following requirements:

- (a) **Low Impact Development Strategies.** The project shall comply with the following Low Impact Development standards:
- i. Minimize disturbance of coastal waters and natural drainage features such as stream corridors, rivers, wetlands, natural drainage patterns, drainage swales, groundwater recharge areas, floodplains, and topographical depressions;
  - ii. Minimize removal of native vegetation, and plant additional non-invasive vegetation, particularly native plants that provide water quality benefits such as transpiration, interception of rainfall, pollutant uptake, shading of waterways to maintain water temperature, and erosion control;

## Coastal Development Permit

6-19-1007

- iii. Maintain or enhance appropriate on-site infiltration of runoff to the greatest extent feasible. Use strategies such as avoiding building impervious surfaces on highly permeable soils; amending soil if needed to enhance infiltration; and installing an infiltration Best Management Practice (BMP) (e.g., a vegetated swale, rain garden, or bio retention system);
  - iv. Minimize the addition of impervious surfaces, and where feasible increase the area of pervious surfaces in re-development. Use strategies such as minimizing the footprint of buildings; minimizing the footprint of impervious pavement; and installing a permeable pavement system where pavement is required;
  - v. Disconnect impervious surface areas from the storm drain system, by interposing permeable areas between impervious surfaces and the storm drain system. Design curbs, berms, and similar structures to avoid isolation of vegetative landscaping and other permeable areas and allow runoff to flow from impervious pavement to permeable areas for infiltration. Use strategies such as directing roof-top runoff into permeable landscaped areas; directing runoff from impervious pavement into distributed permeable areas (e.g., turf, medians, or parking islands); installing a vegetated swale or filter strip to intercept runoff sheet flow from impervious surfaces; and installing a rain barrel or cistern to capture and store roof-top runoff for later use in on-site irrigation; and
  - vi. Where on-site infiltration is not appropriate or feasible, use alternative BMPs to minimize post-development changes in runoff flows, such as installing an evapotranspiration BMP that does not infiltrate into the ground but uses evapotranspiration to reduce runoff (e.g., a vegetated "green roof," flow-through planter, or retention pond); directing runoff to an off-site infiltration facility; or implementing BMPs to reduce runoff volume, velocity, and flow rate before directing runoff to the storm drain system.
- (b) **Implement Source Control BMPs.** Appropriate and feasible long-term Source Control BMPs, which may be structural features or operational practices, shall be implemented to minimize the transport of pollutants in runoff from the development by controlling pollutant sources and keeping pollutants segregated from runoff. Use strategies such as covering outdoor storage areas; using efficient irrigation; proper application and clean-up of potentially harmful chemicals and fertilizers; and proper disposal of waste.

## Coastal Development Permit

6-19-1007

(c) **Avoid Adverse Impacts from Stormwater and Dry Weather Discharges.** The adverse impacts of discharging storm water or dry weather runoff flows to coastal waters, intertidal areas, beaches, bluffs, or stream banks shall be avoided, to the extent feasible. The project shall comply with the following requirements:

- i. Runoff shall be directed inland to the storm drain system or to an existing outfall. If no storm drain system or existing outfall is present, bluff top runoff shall be directed to an existing drainage channel. Runoff shall not sheet flow over the coastal bluff top and may not be directed to the beach or the ocean;
- ii. The existing outfall pipe located in the canyon shall be eliminated if feasible, or be trimmed back to the bluff face and otherwise camouflaged as much as possible (e.g., through painting or landscaping), and shall be trimmed back further in the future at such times when the pipes again become visible and/or protrude from the bluff face;
- iii. Runoff shall be conveyed off-site or to drainage systems in a non-erosive manner. If runoff flows to a natural stream channel or drainage course, determine whether the added volume of runoff is large enough to trigger erosion;
- iv. Protective measures shall be used to prevent erosion from concentrated runoff flows at storm water outlets (including outlets of pipes, drains, culverts, ditches, swales, or channels), if the discharge velocity will be sufficient to potentially cause erosion. The type of measures selected for outlet erosion prevention shall be prioritized in the following order, depending on the characteristics of the site and the discharge velocity: (1) vegetative bioengineered measures (such as plant wattles); (2) a hardened structure consisting of loose materials (such as a rip-rap apron or rock slope protection); or (3) a fixed energy dissipation structure (such as a concrete apron, grouted rip-rap, or baffles); and
- v. The discharge of dry weather runoff to coastal waters shall be minimized, to the greatest extent feasible. Use strategies such as efficient irrigation techniques that minimize off-site runoff.

## Coastal Development Permit

6-19-1007

- (d) **Manage BMPs for the Life of the Development.** Appropriate protocols shall be implemented to manage BMPs (including ongoing operation, maintenance, inspection, and training) to keep the water quality provisions effective for the life of the development.
- (e) **Site Plan and Narrative Description.** The Post-Development Runoff Plan shall include a site plan and a narrative description addressing, at a minimum, the following required components:
- i. A site plan, drawn to scale, showing the property boundaries, building footprint, runoff flow directions, relevant drainage features, structural BMPs, impervious surfaces, permeable pavements, and landscaped areas;
  - ii. Identification of pollutants potentially generated by the proposed development that could be transported off the site by runoff;
  - iii. An estimate of the proposed changes in (1) impervious surface areas on the site, including pre-project and post-project impervious coverage area and the percentage of the property covered by impervious surfaces; (2) the amount of impervious areas that drain directly into the storm drain system without first flowing across permeable areas; and (3) site coverage with permeable or semi-permeable pavements;
  - iv. A description of the BMPs that will be implemented, and the Low Impact Development approach to stormwater management that will be used. Include a schedule for installation or implementation of all post-development BMPs; and
  - v. A description and schedule for the ongoing management of all post-development BMPs (including operation, maintenance, inspection, and training) that will be performed for the life of the development, if required for the BMPs to function properly.

## Coastal Development Permit

### 6-19-1007

The permittee shall undertake development in accordance with the approved Post-Development Runoff Plan, unless the Commission amends this permit, or the Executive Director determines issues a written determination that no amendment is legally required for any proposed minor deviations.

#### 4. Assumption of Risk, Waiver of Liability and Indemnity.

By acceptance of this permit, the permittee acknowledges and agrees (i) that the site may be subject to hazards, including but not limited to storms, flooding, landslide, erosion, and earth movement, all of which will may worsen with future sea level rise; (ii) to assume the risks to the permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

#### 5. Sensitive Species Monitoring.

**PRIOR TO ANY CONSTRUCTION ACTIVITIES** during California gnatcatcher breeding/nesting season (February 15<sup>th</sup> through August 15<sup>th</sup>), a qualified biologist approved by the Executive Director shall conduct a site survey for active nests no more than 72 hours prior to any development. If an active nest is located, then a qualified biologist shall monitor the nest daily until project activities are no longer occurring within 300 feet of the nest or within 500 feet of California gnatcatcher or any other nesting bird species or until the young have fledged and are independent of the adults or the nest is otherwise abandoned. The monitoring biologist shall halt construction activities if he or she determines that the construction activities may be disturbing or disrupting the nesting activities. The monitoring biologist shall make practicable recommendations to reduce the noise or disturbance in the vicinity of the active nests or birds. This may include recommendations such as (1) turning off vehicle engines and other equipment whenever possible to reduce noise, and (2) working in other areas until the young have fledged. The monitoring biologist shall review and verify compliance with these avoidance boundaries and shall verify that the nesting effort has finished in a written report. Unrestricted construction activities may resume when the biologist confirms no other active nests are found. The results of the site survey and any follow-up construction avoidance measures shall be documented

## Coastal Development Permit

### 6-19-1007

by the monitoring biologist and submitted to the San Diego office of the California Coastal Commission.

#### 6. Final Habitat Mitigation and Monitoring Plan

**PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit to the Executive Director for review and written approval, a final detailed mitigation and monitoring plan for all impacts to sensitive biological resources associated with the proposed development. The plan shall include:

- (a) Preparation of detailed site plans clearly delineating all impacted upland habitat areas and their exact acreage. Both temporary and permanent impacts shall be included in this delineation.
- (b) All impacts to upland habitat (temporary and permanent) shall be mitigated through restoration/enhancement at not less than a **2:1** mitigation ratio. If feasible, all mitigation shall be located within the project site, and shall not be credited through the purchase of mitigation land. In addition, a detailed site plan of the mitigation areas shall be included and shall include any proposed temporary irrigation, including its proposed duration and timing.
  - i. If an applicant is claiming that mitigation cannot be performed within the project site, the applicant must submit a report to the Executive Director for review and written approval. The report must include the basis for which the applicant believes the project site is not a feasible alternative for the required mitigation and a detailed analysis of other potential sites for which the mitigation could occur.
- (c) A Restoration and Monitoring Plan shall be prepared by a qualified restoration ecologist and shall at a minimum include the following:
  - i. A baseline assessment, including photographs, of the current physical and ecological condition of the proposed restoration site, including, a description and map showing the area and distribution of vegetation types, and a map showing the distribution and abundance of sensitive species. Existing vegetation and sensitive species shall be depicted on a map that includes the footprint of the proposed restoration.
  - ii. A description of the goals of the restoration plan, including, as appropriate, any changes to site topography, hydrology, vegetation types, presence or abundance of sensitive species, and wildlife usage. Any anticipated measures for adaptive management in response to climatic changes are to be included.



## Coastal Development Permit

6-19-1007

- iii. A description of planned site preparation and invasive plant removal;
- iv. A restoration plan including the planting palette (seed mix and container plants), planting design, source of plant material, plant installation methods and timing, erosion control measures, duration and use of irrigation, and measures for remediation if success criteria (performance standards) are not met. The planting palette shall be made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Horticultural varieties shall not be used.
- v. A plan for documenting and reporting the physical and biological “as built” condition of the restoration or mitigation site within 30 days of completion of the initial restoration activities. This is a simple report describing the field implementation of the approved restoration or mitigation plan in narrative and photographs, and reporting of any problems in the implementation and their resolution, and any recommendations for future adaptive measures. The “as built” assessment and report shall be completed by a qualified biologist or restoration ecologist, who is independent of the installation contractor.
- vi. A plan for interim monitoring and maintenance of any restoration or mitigation site, and monitoring of any pre-approved reference site(s), including:
  - A. A schedule;
  - B. Interim performance standards;
  - C. A description of field activities to be performed at the location of habitat loss to determine the species composition and relative species abundance of the plants resident in this location for the purpose of determining the plant palette for the restoration location. The field activities shall include sampling design, number of samples, and sampling method.;
  - D. The monitoring period (generally not less than 5 years, depending on case details or longer if performance standards are not met in the initial time frame).;
  - E. Provision for submission of annual reports of monitoring results to the Executive Director for review and written approval for the duration of the required monitoring period, beginning the first year after submission of the “as-built”

## Coastal Development Permit

### 6-19-1007

report. Each report shall be cumulative and shall summarize all previous results. Each report shall document the condition of the restoration with photographs taken from the same fixed points in the same directions. Each report shall also include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the restoration project in relation to the interim performance standards and final success criteria; and

- F. Provisions for the submittal of a revised or supplemental restoration plan to be submitted if an annual monitoring report shows that the restoration effort is falling below the interim performance standards. Triggers shall be included in the plan to define the level of nonperformance at which the submittal of a revised or supplemental restoration plan will be required. The applicant shall submit a revised or supplemental restoration program within 90 days to address those portions of the original program which did not meet the approved success criteria.
- vii. Final Success Criteria, including, as appropriate:
- A. total species richness;
  - B. total ground cover of vegetation and of native vegetation;
  - C. vegetative cover of dominant species and definition of dominants;
  - D. percent allowable of non-native species; generally <5% for all species rated as "moderate" or "highly-invasive" by the California Invasive Pest Council, (Cal-IPS), not including non-native annual grass species;
  - E. wildlife usage, including types and frequency of wildlife species;
  - F. hydrology, including timing, duration and location of water movement;
  - G. presence and abundance of sensitive species or other individual "target" species
- viii. The method by which "success" will be judged, including:
- A. Type of comparison;
  - B. Identification and description, including photographs, of any reference sites that will be used, if it is not possible to sample the habitat pre-disturbance due to safety concerns. If direct sampling of the southern maritime chaparral of the

## Coastal Development Permit 6-19-1007

- canyon to be disturbed is not possible through field methods, then aerial photos of the site should be used, or an adjacent canon with south facing slopes and similar habitat composition may be sampled in its stead;
- C. Test of similarity with a reference site. This could simply be determining whether the result of a census was above a predetermined threshold. Generally, it will entail a one- or two-sample t-test that determines if differences between the restoration site and the reference site are within the maximum allowable difference for each success criteria (performance standard);
  - D. The field sampling design to be employed, including a description of the randomized placement of sampling units and the planned sample size;
  - E. Specification of the maximum allowable difference between the restoration value and the reference value for each success criterion; and
  - F. A statement that final monitoring for success will occur after at least 3 years of documented annual reports submitted to the Executive Director for review and written approval with no remediation or maintenance activities other than weeding.
- ix. Provision for submission of a final monitoring report to the Executive Director for review and written approval at the end of the final monitoring period. The final report must be prepared by a qualified restoration ecologist. The report must evaluate whether the restoration site conforms to the goals and success criteria set forth in the approved final restoration program. Following the restoration, reports shall be submitted every ten years to ensure that the restoration is maintained over the time period of the development.

If the final report indicates that the restoration project has been unsuccessful, in part or in whole, based on the approved success criteria, the applicant shall submit within 90 days a revised or supplemental restoration plan to compensate for those portions of the original plan which did not meet the approved success criteria. The permittee shall undertake mitigation and monitoring in accordance with the approved final, revised upland restoration or mitigation plan following all procedures and reporting requirements as outlined for the initial plan until all performance standards (success criteria) are met. The revised restoration plan shall be processed as an amendment to this coastal development permit unless the Executive Director provides a written determination that no permit amendment is legally required.

## Coastal Development Permit

### 6-19-1007

The permittee shall undertake mitigation and monitoring in accordance with the approved final, revised upland mitigation plan. Any proposed changes to the approved final, revised plans shall be reported to the Executive Director. No changes to the plans shall occur without a Coastal Commission approved amendment to this coastal development permit unless the Executive Director provides a written determination that no amendment is legally required.

#### 7. Archeological and Paleontological Resource Monitoring.

(a) PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT AMENDMENT, the applicant shall submit for the review and approval of the Executive Director, a Cultural and Paleontological Resources Treatment and Monitoring Plan (Plan) prepared by a qualified professional that includes all the recommendations of the cultural resources inventory prepared by Spindrift Archeological Consulting, LLC, dated July 2019 and the Mitigated Negative Declaration for the Torrey Pines Golf Course Storm Drain Repair (SCH. No. 2019089111) dated October 17, 2019, except as modified by the requirements below:

- i. The permittee shall provide sufficient archeological, paleontological and Native American monitors and the Native American most likely descendent (MLD) when State Law mandates identification of a MLD, to assure that all project earth disturbing activities and machines are monitored at all times;
- ii. Native American monitors shall be selected from tribal groups with documented ancestral ties to the area, and preferably from groups that participated in the tribal consultation process.
- iii. All project monitors shall be notified a minimum of 30 days prior to commencement of any earth disturbing construction activities; notification shall occur via email, telephone, and U.S. Mail;
- iv. Prior to the commencement and/or re-commencement of any monitoring, the permittee shall notify each archeological and Native American monitor of the requirements and procedures, and shall provide a copy of this special condition, any archaeological monitoring or research plans, past archeological reports, and any other plans required pursuant to this condition and which have been approved by the Executive Director, to each monitor;
- v. The Native American Most Likely Descendent (MLD), as identified by the Native American Heritage Commission, shall be allowed a minimum of two weeks to arrive at the site to inspect human remains discovered on-site and identified by the coroner as pre-historic, and to offer recommendations for their disposition;

## Coastal Development Permit

### 6-19-1007

- vi. The landowner is agreeing at this time and by acceptance of this permit to allow MLD inspection of pre-historic human remains discovered on site;
  - vii. The recommendations of the Native American Most Likely Descendent (MLD), shall be the predominant guidance when addressing ultimate disposition of pre-historic human remains discovered on site;
  - viii. The ultimate disposition of any other archaeological/cultural resources discovered at the site, shall be determined in consultation with the Native American groups with documented ancestral ties to the area as determined by the Native American Heritage Commission.
- (b) If the Executive Director determines that the discovery is significant or that the treatment method preferred by the affected Native American tribe is in conflict with the approved development plan, the permittee shall seek an amendment from the Commission to determine how to respond to the discovery and to protect both those and any further cultural deposits that are encountered. Development within at least 100 feet of the discovery shall not recommence until an amendment is approved, and then only in compliance with the provisions of such amendment.
- (c) The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is legally required.

## 8. Disposal of Graded Material

All excess spoils exported from the project site must be disposed of at a legal site outside of the coastal zone. Disposal of graded materials within the coastal zone will require a separate coastal development permit or an amendment to this permit.

## **EXHIBIT T**

### **UPLAND HABITAT RESTORATION PLAN**

**Draft Upland Habitat Restoration Plan  
for the  
Torrey Pines Golf Course  
Storm Drain Repair Project**

January 26, 2022

Prepared for:

**City of San Diego**

and

**California Coastal Commission**

Prepared by:

**Alden Environmental, Inc.**  
3245 University Avenue, #1188  
San Diego, CA 92104



**Draft Upland Habitat Restoration Plan  
for the  
Torrey Pines Golf Course  
Storm Drain Repair Project**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
1.0	INTRODUCTION .....	1
2.0	PROJECT DESCRIPTION.....	1
2.1	Project Location .....	1
2.2	Project Impacts .....	1
2.3	Ownership Status.....	1
3.0	RESTORATION DESIGN .....	2
3.1	Southern Maritime Chaparral Restoration .....	2
4.0	IMPLEMENTATION PLAN .....	2
4.1	Rationale for Expecting Implementation Success.....	2
4.2	Responsible Parties.....	2
4.2.1	Project Proponent.....	2
4.2.2	Restoration Ecologist.....	2
4.2.3	Landscape Installation/Maintenance Contractor.....	3
4.3	Implementation Schedule .....	3
4.4	Site Preparation .....	3
4.5	Fencing .....	5
4.6	Habitat Restoration.....	5
4.6.1	Seed Mix .....	5
4.6.2	Container Stock.....	6
4.6.3	Material Salvage .....	7
4.7	Irrigation .....	7
4.8	As-Built Conditions.....	7
5.0	MAINTENANCE PLAN.....	8
5.1	Habitat Maintenance Activities .....	8
5.1.1	Weed Control .....	8
5.1.2	Plant Replacement .....	8
5.1.3	Trash Removal.....	8
5.2	Habitat Maintenance Schedule.....	8
5.2.1	120-day Plant Establishment Period.....	9
5.2.2	5-year Maintenance Period .....	9



**Torrey Pines Golf Course  
Storm Drain Repair Project  
Upland Habitat Restoration Plan**

**TABLE OF CONTENTS (continued)**

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
6.0	PERFORMANCE STANDARDS .....	10
6.1	Container Stock .....	10
	6.1.1 120-day Plant Establishment Period .....	10
	6.2.2 5-year Maintenance and Monitoring Period .....	10
6.2	Native Species Richness.....	10
6.3	Native Species Cover .....	11
6.4	Weed Cover .....	11
7.0	MONITORING PLAN .....	12
7.1	Installation Monitoring .....	12
7.2	120-day Plant Establishment Period Monitoring .....	12
7.3	Maintenance Monitoring .....	12
7.4	Annual Monitoring .....	13
7.5	Annual Reports .....	13
7.6	Remedial Measures/Adaptive Management.....	14
7.7	Monitoring Schedule .....	14
8.0	COMPLETION OF PROGRAM.....	14
8.1	Confirmation .....	14
8.2	Long-term Management .....	14
9.0	CONTINGENCY MEASURES .....	15
9.1	Initiating Procedures.....	15
9.2	Funding Mechanism .....	15
10.0	REFERENCES CITES .....	15

**LIST OF FIGURES**

<b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Follows Page</u></b>
1	Regional Location Map.....	2
2	Project Location Map.....	2
3	Restoration Areas .....	2

## LIST OF TABLES

<b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
1	Mitigation Plan Checklist .....	4
2	Southern Maritime Chaparral Seed Mix .....	5
3	Hydroseed Application Specifications.....	6
4	Southern Maritime Chaparral Container Stock Species .....	6
5	Native Species Richness Criteria .....	10
6	Native Species Cover Success Criteria .....	11
7	Zero Tolerance Weed Species .....	11
8	Monitoring Schedule.....	12

## **1.0 INTRODUCTION**

This native habitat restoration plan has been prepared for the City of San Diego's (City) Torrey Pines Golf Course Storm Drain Repair Project (Project). The measures identified herein are based on those contained in the California Coastal Commission's (CCC) Staff Report (California Coastal Commission, 2019). Specifically, the habitat restoration would occur within the disturbance area of the stormwater repair project and in adjacent, extant disturbed land. The restoration is designed to provide native southern maritime chaparral (SMaC) habitat.

## **2.0 PROJECT DESCRIPTION**

### **2.1 PROJECT LOCATION**

The project is located at the Torrey Pines Golf Course, 11480 North Torrey Pines Road, in the City west of the northbound Interstates 5 and 805 merge (Figures 1 and 2). The mitigation has been split into two separate restoration areas (Areas 1 and 2). Area 1 is located within the disturbance limits of the new stormwater outfall pipe. Area 2 is located in the adjacent extant disturbed land area. The areas are not within or adjacent to the City's preserve, the Multi-habitat Planning Area (MHPA). The study area is located in unsectioned land in Township 15S, Range 4W on the U.S Geological Survey (USGS) Del Mar quadrangle.

### **2.2 PROJECT IMPACTS**

The City's stormwater repair project would impact approximately 0.08 acre of SMaC habitat (Alden 2019). While this level of impact does not require mitigation in the City, the CCC called for mitigation in the form of restoration/enhancement at a 2:1 ratio. Specifically, this restoration plan provides for 0.16 acre of SMaC restoration (0.08 acre in Area 1 and 0.08 acre in Area 2) to meet the CCC requirement.

### **2.3 OWNERSHIP STATUS**

The restoration area is owned by the City Parks and Recreation Department.

### **3.0 RESTORATION DESIGN**

This effort includes restoration of southern maritime chaparral (SMaC) habitat within and adjacent to the stormwater repair project. This includes restoring the area impacted by the project (Area 1) as well as the adjacent disturbed land area (Area 2) not affected by the repair project.

#### **3.1 SOUTHERN MARITIME CHAPARRAL RESTORATION**

The term “restoration” is used in this document to both generally describe the overall effort as well as specifically refer to creation of SMaC habitat in areas where it does not currently occur. The SMaC restoration areas encompass approximately 0.16 acre, as shown in Figure 3. The entirety of this area will be seeded and planted with the goal of establishing SMaC habitat that meets the success criteria identified in this plan.

### **4.0 IMPLEMENTATION PLAN**

The on-site habitat restoration will consist of several components, including:

- Initial site preparation
- Seeding and planting
- 120-day Plant Establishment Period
- Maintenance and monitoring for a 5-year period

#### **4.1 RATIONALE FOR EXPECTING IMPLEMENTATION SUCCESS**

The sites selected for the restoration effort currently support disturbed land (Area 2), as well as areas where existing SMaC would be impacted by the stormwater repair project (Area 1). This plan would enhance and expand the limits of the SMaC and would improve habitat quality and functions.

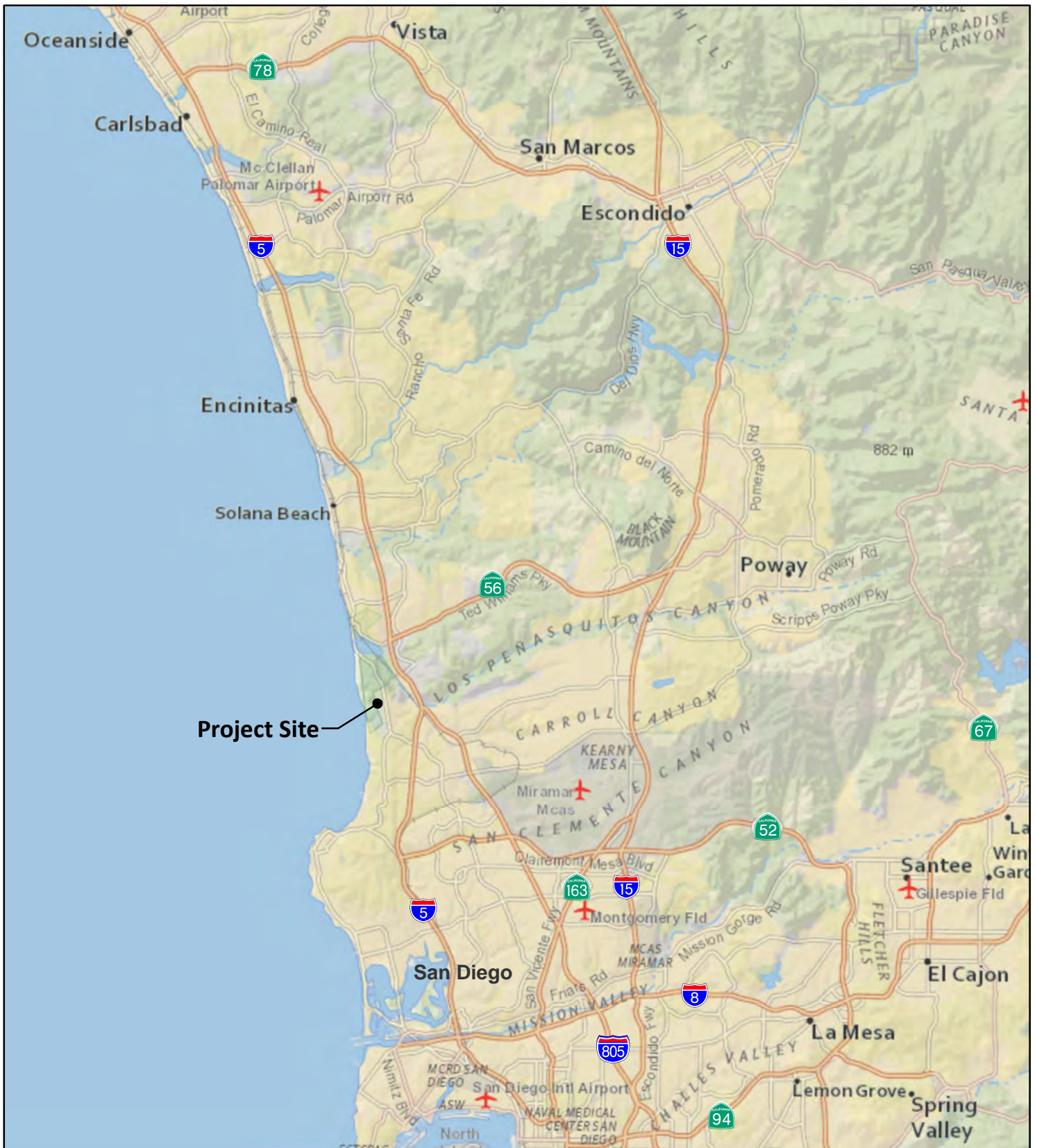
#### **4.2 RESPONSIBLE PARTIES**

##### **4.2.1 Project Proponent**

The City is responsible for financing the installation, maintenance, and monitoring; adaptive management; and long-term preservation and management of the mitigation areas in accordance with this mitigation plan to successfully complete the mitigation project. The City Resident Engineer will be responsible for coordinating project progress and ensuring that the details in this plan are successfully carried out.

##### **4.2.2 Restoration Ecologist**

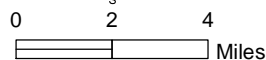
Overall supervision of the installation, maintenance, and monitoring of this mitigation project during the 5-year establishment phase will be the responsibility of a qualified restoration ecologist. A restoration ecologist will also be involved with the long-term site management. The restoration ecologist will be an individual or team of individuals with a degree in botany, ecology, or related field, and a minimum of 5 years of successful experience in Southern California with coastal



**Figure 1**

**Regional Location**

**TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR PROJECT**

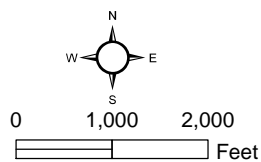


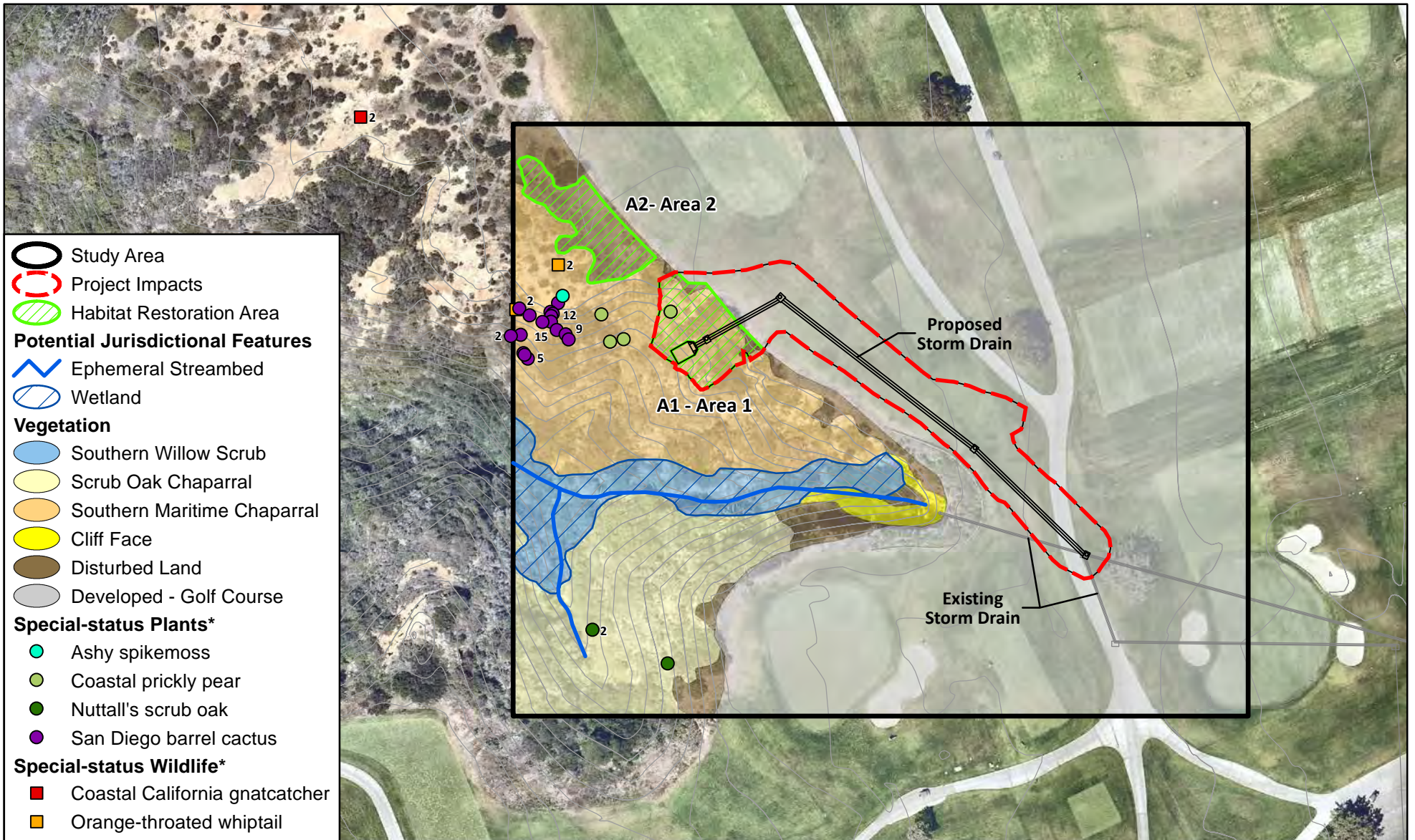


**Figure 2**

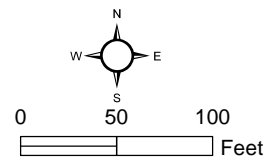
**Project Location**

**TORREY PINES GOLF COURSE  
STORM DRAIN REPAIR PROJECT**





\* Numbers next to plants and wildlife represent number of individuals observed.



**Figure 3**

**Habitat Restoration Areas**

TORREY PINES GOLF COURSE STORM DRAIN REPAIR PROJECT

communities (i.e. maritime chaparral). The restoration ecologist will educate all participants in regard to mitigation goals and requirements and will oversee protection of existing biological resources; nonnative plant removal; site preparation; planting and seeding; and maintenance, monitoring, and reporting. The restoration ecologist will lead preparation of the mitigation construction documents, if determined necessary by the City. It is believed there is sufficient detail in the plan herein to direct successful nonnative plant removal and planting and seeding without supplemental construction documents.

In addition, the restoration ecologist will conduct all monitoring data collection, annual assessments, and prepare all required reports. If necessary, the restoration ecologist will provide the project proponent and contractor with a brief report, including a written list of items in need of attention following each monitoring visit. The contractor will be responsible for carrying out all required measures in a timely manner. The restoration ecologist will notify the contractor and responsible party if any requested remediation is not addressed. A checklist with the main tasks and responsibilities is included in Table 1.

#### **4.2.3 Landscape Installation/Maintenance Contractor**

The City will retain a qualified landscape installation contractor with demonstrated experience in successfully installing and maintaining upland mitigation projects. The contractor will be responsible for implementing and initially maintaining the mitigation effort. The contractor will be a firm (or firms) holding a California C-27 contractor's license and will have on staff a Qualified Applicator licensed by the California Department of Pesticide Regulations. The responsibility of the contractor is complete when the restoration ecologist and the City Resident Engineer agree that the implementation and initial maintenance phases of work are complete. As determined by the City, the installation landscape contractor may continue after installation to maintain the mitigation sites for the initial 5 years, or the City may retain a separate qualified landscape contractor to perform the 5-year post-installation maintenance period.

### **4.3 IMPLEMENTATION SCHEDULE**

Implementation of the mitigation program will commence after, or concurrently with, the storm drain repairs.

### **4.4 SITE PREPARATION**

Area 1 is the location where the new stormwater outfall will be installed; therefore, no specific restoration preparation work is anticipated. That area will be newly graded and weed free at the end of the repair effort.

The initial site preparation in Area 2 will involve removal and disposal of weeds, refuse, debris, and other deleterious material. No grading or soil decompaction is proposed as part of the effort in Area 2. Weeds in Area 2 are comprised primarily of non-native grasses and scattered invasive forbs, with a relatively low density. Line trimmers will be used to remove the existing weeds. Weeds that are too large to be cut will be removed by hand. Care will be taken to avoid any native species that may be present within or adjacent to this area. Following weed removal, the entire area will be raked to scarify the surface for the seed installation.



**Table 1  
MITIGATION PLAN CHECKLIST**

Phase	Task	Applicable Parties			
		City	Installation Contractor	Maintenance Contractor	Restoration Ecologist
<b>Pre-Installation</b>	Order seed and container stock		X		
	Attend pre-construction meeting	X	X		X
	Document pre-start conditions				X
	Identify site limits (Areas 1 & 2)				X
	Site Preparation (Area 2 only)		X		X
<b>Installation</b>	Delineate boundaries		X		X
	Install fence		X		X
	Install quick couplers		X		X
	Install container stock and seed		X		X
	Prepare/submit as-built report				X
<b>120-day PEP</b>	Maintenance for container stock survival		X		X
	Conduct biological monitoring visits				X
	Prepare end of 120-day PEP letter				X
<b>Five-year Maintenance &amp; Monitoring Period</b>	Maintain site for remainder of 5 years			X	X
	Conduct maintenance monitoring and annual monitoring				X

If feasible, the Area 2 site preparation may occur prior to completion of the outfall installation in Area 1, such that both areas may be planted as soon as possible following the repair work. Actual timing will be coordinated with the City and the stormwater repair contractor.

#### 4.5 FENCING

Prior to and during implementation of the restoration effort, a temporary orange construction fence will restrict access to the restoration area. The fence will run along the upper edge of each restoration area and serve to prevent entry from the adjacent golf course area.

#### 4.6 HABITAT RESTORATION

##### 4.6.1 Seed Mix

Seeding will take place within the restoration areas (Figure 3). The species included in the mix (Table 2) were selected because they are native and occur either on the project site or in the project vicinity. The seed will be sourced from the as close to the site as possible. The source and proof (tags) for all seed will be provided.

<b>SPECIES</b>	<b>POUNDS/ ACRE</b>
Black sage ( <i>Salvia mellifera</i> )	3
Blue-eyed grass ( <i>Sisyrinchium bellum</i> )	3
California everlasting ( <i>Pseudognaphalium californicum</i> )	3
California sage brush ( <i>Artemisia californica</i> )	3
Coyote brush ( <i>Baccharis pilularis consanguinea</i> )	5
Deerweed ( <i>Acmispon glaber</i> )	2
Dot-seed plantain ( <i>Plantago erecta</i> )	3
Fascicled tarweed ( <i>Deinandra fasciculata</i> )	3
Flat-top buckwheat ( <i>Eriogonum fasciculatum</i> )	4
Golden yarrow ( <i>Eriophyllum confertiflorum</i> )	3
Goldfields ( <i>Lasthenia californica</i> )	2
Purple needlegrass ( <i>Stipa pulchra</i> )	10
<b>TOTAL</b>	<b>44</b>

A hydroseed slurry will be evenly applied in two stages such that an even, homogeneous distribution is made in each area. The first stage will include the seed, a small amount of fiber mulch, and dye. This application will help ensure that maximum seed/soil contact is made. A second layer will be applied immediately following the first. The second layer will include additional fiber mulch, dye, and a tackifier. The tackifier will serve to help bind seed and soil until germination. Hydroseed specifications are presented in Table 3.

<b>Material</b>	<b>First Application</b>	<b>Second Application</b>
Seed	As called for per site	N/A
Long fiber wood mulch	500 lbs/acre	1,000 lbs/acre
Dye	As necessary	As necessary
Tackifier	N/A	90 lbs/acre
Water	Sufficient to maintain slurry	Sufficient to maintain slurry

Hand seeding may be conducted in focused areas to help ensure targeted application of seed. Areas not treated with the hydroseed slurry will be hand seeded following hydroseeding to make sure all areas are seeded. These areas will be determined at the time of seeding and will include areas where hydroseeding may not be possible, where existing native plants may be negatively affected by the hydroseed slurry, or where it is thought that certain species may be appropriate in small areas. Seed of different species will only be mixed when they are to be applied to the same location. Individual species may be seeded separately as directed by the project restoration ecologist. Hand broadcasters will be used to help ensure a consistent application of seed. An inert carrier (sand, saw dust) may also be mixed with the seed to help maintain consistency. Seeding will not be conducted during windy conditions. Seed will be raked into soil after application to help increase seed/soil contact.

#### **4.6.2 Container Stock**

In addition to seed, native container stock will be planted in the restoration area. A list of container stock species for the restoration area is provided in Table 4. The container stock will be sourced from within a 25-mile radius of the project site. If container stock is unavailable from the project vicinity, the restoration ecologist may substitute species as necessary. The source and proof for all plant material will be provided. All container stock will be inspected and approved by the restoration ecologist prior to being installed.

<b>Species</b>	<b>Number</b>
Nuttall's scrub oak ( <i>Quercus dumosa</i> )	10
Chamise ( <i>Adenostoma fasciculatum</i> var. <i>fasciculatum</i> )	40
Coastal prickly pear ( <i>Opuntia littoralis</i> )	10
Coyote brush ( <i>Baccharis pilularis consanguinea</i> )	30
Mission Manzanita ( <i>Xylococcus bicolor</i> )	10
San Diego needlegrass ( <i>Stipa lepida</i> )	40
California sage brush ( <i>Artemisia californica</i> )	40
California buckwheat ( <i>Eriogonum fasciculatum</i> )	20
<b>TOTAL</b>	<b>200</b>

<sup>1</sup>All container stock is 1 gallon

Specifically, the restoration ecologist will ensure that:

- The correct number, size, and species ordered are delivered;
- Plants are healthy and showing no sign of disease;
- Roots fill the containers, but are not root bound;
- There is no breakage of plants;
- Plants show no evidence of pests;
- Plants are in a state suitable for outplanting.

The restoration ecologist will reject any plants not meeting these requirements.

The installation contractor will be responsible for planting all container stock in a single day. Container stock staged on site will be placed in a protected area and watered regularly prior to planting. Container stock will be planted in such a way as to mimic a natural species distribution. The project restoration ecologist will specify the locations for all planting. Plants will be placed in natural groupings with appropriate spacing for the given species/target habitat type. Holes for each plant will be dug twice as deep and twice as wide as the container size. The hole will then be refilled to the halfway point, slightly compacted, and filled with water. Once all the water has soaked into the soil, the container stock will be planted such that the container plant soil level is slightly above ground level. Loose soil will be used to fill in the areas around the root ball and help ensure that there are no air spaces. Remaining soil will be used to create a watering basin around the plant.

#### **4.6.3 Material Salvage**

The seed and container stock identified above is intended to be implemented without using any native plant/soil material salvaged from the site. If salvaged upland soil/plant material is made available to the project during the installation phase it will be incorporated into the restoration area, to the extent practicable. This may include salvage and translocation of coast prickly pear (*Opuntia littoralis*) and other species potentially present in the impact footprint.

#### **4.7 IRRIGATION**

In order to provide access to water, quick coupler connections will be installed at each restoration area. These couplers will allow for maintenance crews to provide as needed watering throughout the installation, PEP, and 5-year maintenance and monitoring period. The amount and timing of watering will be determined by the restoration ecologist.

#### **4.8 AS-BUILT CONDITIONS**

The restoration ecologist shall prepare and submit a map showing the as-built conditions of the restoration area within 8 weeks of completion of site preparation and planting. Areas seeding and planting shall be shown on the map.

## **5.0 MAINTENANCE PLAN**

### **5.1 HABITAT MAINTENANCE ACTIVITIES**

A maintenance program will be carried out to help ensure the successful establishment and persistence of the restored habitat. The maintenance program will involve removal of trash, weed control, fence and sign repair/replacement, and any remedial measures deemed necessary for restoration program success (e.g., re-seeding and plant replacement).

#### **5.1.1 Weed Control**

Particular maintenance emphasis will be placed on pro-active weed control within the mitigation area. All weed species observed during restoration activities will be considered invasive and targeted for removal. All workers conducting weed removal activities will be educated to distinguish between native and non-native species, with special attention paid to rare and endangered plant species.

Weeds will be removed by hand or with small machinery (e.g., line trimmers) whenever possible, but focused herbicide application may be used if needed and requested by the restoration ecologist. Herbicides will only be applied by workers licensed to use those chemicals. Additionally, herbicide will not be used during wet or windy conditions.

Weeds will be removed from the restoration limits and disposed of in a legal manner. All weeds will be removed prior to reaching 12 inches in height or before reaching seed. Leaf and branch drop of native species should be left in place and not removed from the site.

#### **5.1.2 Plant Replacement**

The maintenance contractor will be responsible for ensuring planted container stock survives and meets the required success criteria for survival. This is especially important during the 120-day PEP. During the 5-year maintenance period dead container stock may not require replacement if seeded plants have replaced them. All plant replacement will be directed by the restoration ecologist.

#### **5.1.3 Trash Removal**

Trash encountered within the restoration areas will be collected and removed during every maintenance event and disposed of in a legally acceptable fashion.

### **5.2 HABITAT MAINTENANCE SCHEDULE**

Regular maintenance, trash removal, and weed control of the mitigation area will be conducted during the initial 120-day Plant Establishment Period (PEP) and the subsequent 5-year maintenance period, or until the mitigation program is deemed successful.

### **5.2.1 120-Day Plant Establishment Period**

A 120-day plant establishment period (PEP) will commence once all container stock have been installed. Maintenance personnel also will visit the site at least monthly for the 120-day PEP. Additional maintenance visits may be required, as determined by the restoration ecologist, to ensure that the installed container stock are healthy and survive until the end of the PEP.

### **5.2.2 5-Year Maintenance Period**

Regular maintenance, trash removal, and weed control will be conducted during the first 5 years following successful completion of the 120-day PEP. Maintenance personnel will visit the site at least monthly during this period. Additional as-needed visits may be conducted, as directed by the restoration ecologist, during the rainy season (generally December through May) each year to ensure keep weeds are kept under control.

## 6.0 PERFORMANCE STANDARDS

The following sections provide performance standards to determine the successful completion of the 5-year mitigation and monitoring program. Attainment of these standards indicates the restoration area is progressing toward the habitat functions and services specified for this plan. Methods used to measure these performance standards are described in the following text. If the restored areas fail to meet the Year 5 standards after the full monitoring term, a specific set of remedial measures will be developed, implemented, and the monitoring and maintenance period would be extended until all Year 5 standards are met or as otherwise provided in this document. If the site does not meet Year 5 standards, the monitoring and maintenance period would be extended at least a full year and until all are met. Only when the entire mitigation site has attained the Year 5 standards with at least 2 years without watering and the need for new remedial measures (beyond weeding, trash removal, fence reapi, etc.) will the entire site be signed off by the City and CCC.

### 6.1 CONTAINER STOCK

#### 6.1.1 120-day Plant Establishment Period

The container stock success criterion for the PEP is 100% survival of the installed plants. Per Table 4 above, this would mean survival of 200 plants at the end of the PEP. This criterion must be met prior to the project moving forward into the 5-year maintenance period.

#### 6.1.2 5-year Maintenance and Monitoring Period

During each annual monitoring event there will be no less than 80 percent of the initial planting surviving container plants for all five years, unless their function has been replaced by natural recruitment.

### 6.2 NATIVE SPECIES RICHNESS

Species richness success criteria have been established to determine the success of the restoration effort during the 5-year maintenance and monitoring period. Species richness will be measured by visual assessment in Years 1 and 2, and by quantitative transect data in Years 3, 4, and 5. No specific richness criteria are established for Years 1 or 2, but annual success criteria for species richness in Years 3, 4, and 5 are provided in Table 5. Corrective measures will be implemented in areas not meeting the species richness goals in any given year.

<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
5	8	8

<sup>1</sup>Pre-determined, non-relative values

### 6.3 NATIVE SPECIES COVER

Native species cover success criteria have also been established for the 5-year maintenance and monitoring period to determine success of the restoration effort. Species cover will be measured by visual assessment in Years 1 and 2, and by quantitative transect data in Years 3, 4, and 5. No specific cover criteria are established for Years 1 or 2, but annual success criterion Years 3, 4, and 5 are provided in Table 6. Corrective measures will be implemented in areas not meeting the species richness goals in any given year.

<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
40	60	70

<sup>1</sup>Pre-determined, non-relative values

### 6.4 WEED COVER

General and target weed cover success criteria have been established for the restoration effort. Given the size of the area and the extent of the weed seed bank, 100% weed eradication for all weed species is not a realistic goal (Some species are highly invasive and others are easier to eradicate). Therefore, species in Table 7 are priority target species and will be controlled at a level of no more than 5% on a yearly basis. Other non-native species are more ubiquitous and can never be completely eliminated and will therefore be managed to a level of 10% or less. If the weed cover success criteria are not met in any given year then remedial measures will be conducted.

<b>Latin name</b>	<b>Common name</b>	<b>Cal-IPC Rating<sup>1</sup></b>
<i>Atriplex semibaccata</i>	Australian saltbush	M
<i>Carpobrotus</i> spp.	Ice plant, Hottentot's fig	H/M
<i>Cynara cardunculus</i>	Artichoke thistle	M
<i>Cynodon dactylon</i>	Bermuda grass	M
<i>Cortaderia</i> spp.	Pampas grass	H
<i>Dittrichia graveolens</i>	stinkwort	H
<i>Euphorbia lathyris</i>	Gopher plant	N/A
<i>Foeniculum vulgare</i>	Fennel	H
<i>Hordeum</i> spp.	barley	M
<i>Nicotiana glauca</i>	Tree tobacco	M
<i>Ricinus communis</i>	Castor bean	L
<i>Salsola tragus</i>	Russian thistle	L
<i>Silybum marianum</i>	Milk thistle	L
<i>Sorghum halepense</i>	Johnson grass	N/A
<i>Xanthium strumarium</i>	Cocklebur	N/A

<sup>1</sup>H= High invasiveness, M= Moderate invasiveness, L= Low invasiveness N/A= Not listed.



## 7.0 MONITORING PLAN

### 7.1 INSTALLATION MONITORING

The restoration ecologist will be on site daily during the site preparation and installation period to direct all habitat restoration activities including site preparation, weed control, seeding, planting, and watering. Upon completion, the restoration ecologist will prepare an as built map and letter and confirm that the 120-day PEP may begin. The general monitoring schedule for the restoration ecologist is provided in Table 8.

<b>Type</b>	<b>Install</b>	<b>PEP<sup>1</sup></b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Regular Maintenance<sup>2</sup></b>	Daily	Monthly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly
<b>Annual Qualitative<sup>2</sup></b>	-	-	Spring	Spring	-	-	-
<b>Annual Quantitative<sup>4</sup></b>	-	-	-	-	Spring	Spring	Spring

<sup>1</sup> 120-day Plant Establishment Period

<sup>2</sup> Regular monitoring of continuing maintenance effort

<sup>3</sup> Spring visit to collect qualitative (visual assessment) data to measure success to date

<sup>4</sup> Spring visit to collect quantitative (transect sampling) data to measure success to date

### 7.2 120-DAY PLANT ESTABLISHMENT PERIOD MONITORING

Once installation is complete the restoration ecologist will initiate the 120-day PEP. The restoration ecologist will conduct monthly monitoring visits during this period to evaluate the condition of the installed container stock and direct any necessary maintenance/remedial measures. These measures may include, but are not limited to, additional planting, weed control, and watering. Within 30 days of successful completion of the PEP, the restoration ecologist will prepare and submit an as built report to the City and CCC. This is a simple report describing the field implementation of the approved restoration or mitigation plan in narrative and photographs, and reporting of any problems in the implementation and their resolution, and any recommendations for future adaptive measures.

### 7.3 MAINTENANCE MONITORING

Upon successful completion of the 120-day PEP, the restoration ecologist will conduct quarterly monitoring of the maintenance conducted by the installation and maintenance contractor(s) during the 5-year maintenance period. Additional visits may be required as conditions warrant. During each visit the restoration ecologist will assess the condition of the site and identify remedial measures as necessary. A brief monitoring memo will be prepared and submitted to the maintenance contractor following each maintenance monitoring visit to direct any remedial efforts that may be needed.

## **7.4 ANNUAL MONITORING**

Annual monitoring visits will be conducted by the restoration ecologist in the late spring each year during the 5-year maintenance period. During each annual monitoring the success of the restoration effort will be evaluated and species richness and cover data will be collected. In Years 1 and 2 species richness and cover will be determined by visual assessment. In Years 3-5 quantitative transect data will be collected.

Quantitative transect data will be collected using the point intercept line transect sampling methods described in the California Native Plant Society's Field Sampling Protocol (Sawyer and Keeler-Wolf 1995). A single transect will be established in each of the mitigation areas (A1 and A2) in Year 3. The transects will be situated such that they provide a sampling through the center of the area, along the longest axis. For Area 1, the transect length would be approximately 20 meters long. Area 2 is longer and the anticipated transect length there is 30 meters. The ends of each transect will be marked with a re-bar stake and recorded with a Global Positioning System (GPS) unit.

Species cover will be determined by dividing each transect into 50 half meter intervals. A point will be projected into the vegetation each interval and any species intercepted by the point will be recorded. Species also will be divided into herb (0- 60 cm), shrub (60cm-3m), and tree (greater than 3 m) layers. Percent cover will be measured by dividing the number of hits by the number of possible hits. Total, native, and non-native cover values will be determined separately.

Native species richness (the number of species) will be calculated by counting all of the species encountered within a 5m wide belt transect along each transect (2.5m on each side). All plants observed will be categorized by origin (native/non-native) and height layer.

Photographs will be taken each year from the same photograph points used prior to initiation of site preparation. The photographs will help track project progress over time and will be included in the annual report each year.

## **7.5 ANNUAL REPORTS**

As part of the monitoring program, annual reports prepared by the restoration ecologist will be prepared and submitted evaluating the success of the effort to date, along with any recommendations for future work that may be deemed necessary. Each annual monitoring report will include data collected throughout the year, in addition to the annual monitoring visit. To detect the overall trend of the site, the annual monitoring reports also will be cumulative and contain comparisons of the monitoring data for all years that data are collected. Each report will document the condition of the restoration effort with photographs taken from the previously established photo documentation points. Finally, each annual report will include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the restoration project in relation to the interim performance standards and final success criteria. Annual reports will be submitted to the City and the CCC for review and approval no more than 90 days following the completion of each year of monitoring.

## **7.6 REMEDIAL MEASURES/ADAPTIVE MANAGEMENT**

If the effort is not progressing as desired, corrective measures may be implemented at any time, as directed by the restoration ecologist. Corrective measures may include, but are not limited to: additional planting or seeding, altered maintenance effort, and increased watering regime. If an annual monitoring report shows that the restoration effort is falling below the interim performance standards and the restoration ecologist determines that the current program is unlikely to meet final success criteria, a revised or supplemental restoration plan may be prepared and submitted to the City and CCC for approval.

## **7.7 MONITORING SCHEDULE**

As described above, monthly inspections of the restoration and maintenance effort would be performed during Year 1, every other month during Years 2 and 3, and quarterly for the remainder of the 5-year maintenance and monitoring period. The first annual botanical monitoring event will occur in the first spring following installation. Reports will be prepared and submitted within 3 months of the annual monitoring visit.

## **8.0 COMPLETION OF PROGRAM**

### **8.1 CONFIRMATION**

After receipt of the final monitoring report (Year 5 annual report), the City and the CCC may inspect the site to determine if the restoration has been conducted in accordance with this plan.

### **8.2 LONG-TERM MANAGEMENT**

The two mitigation areas (A1 and A2), which total 0.16 acres, will remain in ownership of the City. The City's Park and Recreation will assume long-term management of the site and responsibilities may include: non-native vegetation control, trash removal, sign and fence installation, intrusion control, encroachment enforcement, and remediation of habitat loss.

## **9.0 CONTINGENCY MEASURES**

### **9.1 INITIATING PROCEDURES**

An integral part of a successful restoration effort is the ability to detect problems early in the process, determine the cause of the problem, and attempt to modify the mitigation program to accommodate emerging issues or situations. Minor problems, such as trash, vandalism, isolated instances of plant mortality, or small-scale weed or pest infestations will be rectified as they are discovered during routine site monitoring and would not warrant the implementation of contingency measures.

If a performance standard is not met for all or any portion of the restoration site in any year, or if the final performance standards are not met, the restoration ecologist will prepare an analysis of the cause(s) of failure, and propose remedial action for approval by the City. These measures may include supplemental site grading, additional planting/seeding, adjustment of the management activities, or other design changes.

### **9.2 FUNDING MECHANISM**

The City will be responsible for all costs associated with any remedial measures. The Torrey Pines Golf Course Upland Habitat Restoration Project fund will have budget items for implementation (installation and 120-day PEP) and maintenance and monitoring of the mitigation plan for the first five years. These funds are assured because City Council approval is required to allocate funding and enter into a contract for implementation of the storm drain replacement project, which includes the mitigation sites. Additionally, the City's purchasing and contracting process requires additional assurances that all work under the project is bonded and insured to ensure that all contracts are completed successfully. The City will not approve the release of the construction bonds to the contractor if the project is not completed successfully.

## **10.0 REFERENCES CITED**

Alden Environmental, Inc. 2019. Biological Technical Report for the Torrey Pines Golf Course Storm Drain Repair Project. July 23.

California Coastal Commission. 2019. Staff Report. December 19.

Sawyer J. O. and T. Keeler- Wolf 1995. *A Manual of California Vegetation*. California Native Plant Society.

**EXHIBIT U**  
**LOCATION MAP**

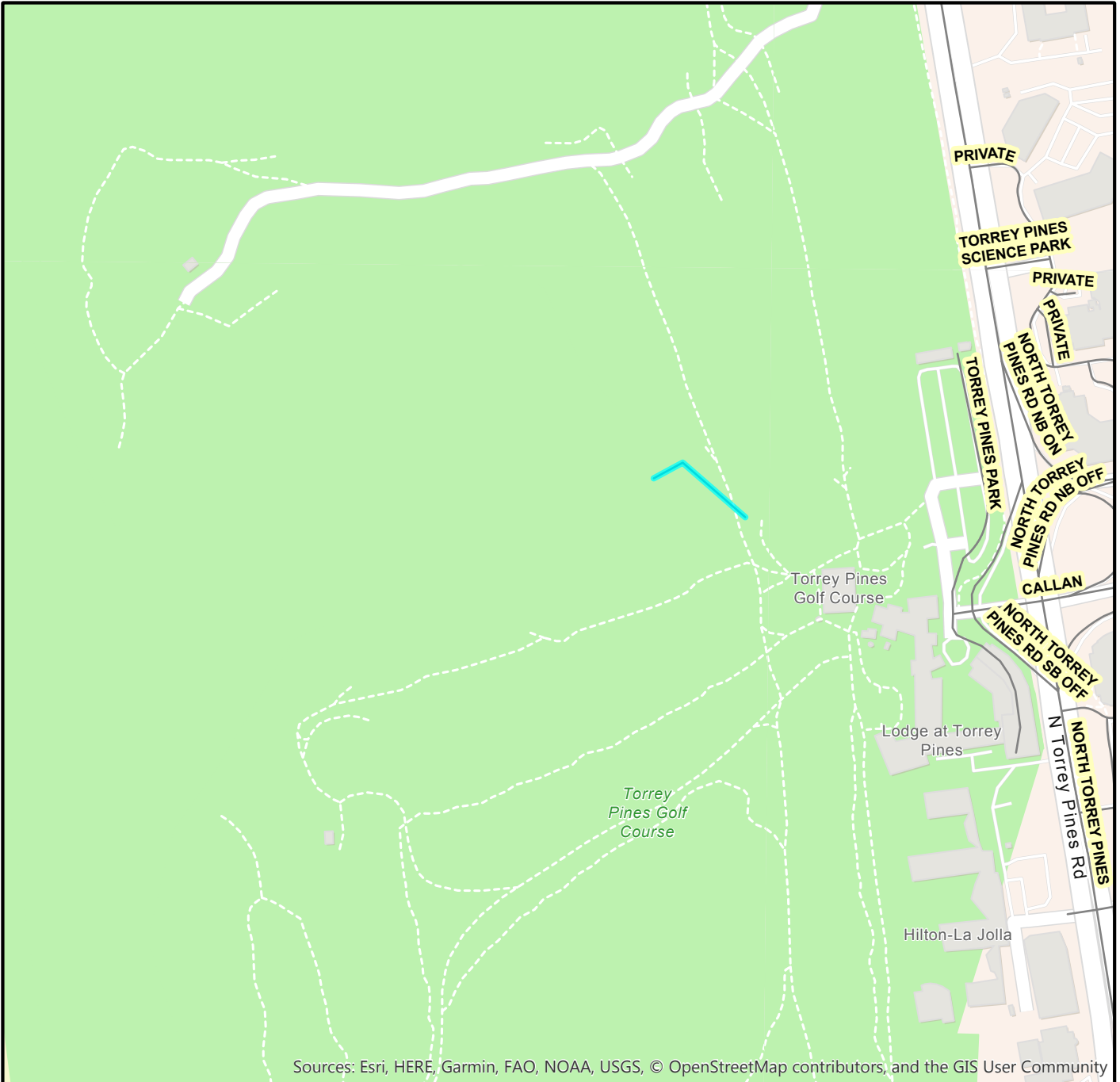
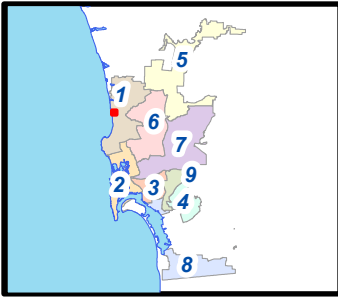
**TORREY PINES GOLF COURSE STORM DRAIN REPAIR**

SENIOR ENGINEER  
BRIAN VITELLE

PROJECT MANAGER  
JULIE ADAM

PROJECT ENGINEER  
JOHNNY NGUYEN

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



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**Legend**

— Torrey Pines North Course Storm Drain



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